



DIVISION OF HOUSING AND COMMUNITY RENEWAL

92-31 UNION HALL STREET JAMAICA, NEW YORK 11433

Web Site: www.hcr.ny.gov

Electronic Lease Offer: Tenant's Voluntary Consent

General Instructions

Pursuant to Chapter 74 of the Laws of 2022 and Section 309 of the State Technology Law, owners of buildings and apartments subject to rent stabilization must obtain the voluntary consent of the tenant prior to the use of electronic records to execute a lease or renewal lease. The use of electronic records and signatures is voluntary and cannot be required by an owner.

The information entered on the Consent form must be consistent with the information entered in the lease offering to the tenant. Inconsistencies in information provided on this form and any future submissions to DHCR may be referred for internal review and appropriate administrative action.

Please refer to the Operational Bulletin 2022-1 (hcr.ny.gov/operational-bulletin-2022-1) for additional detailed information.

Filing Instructions

General:

Owners and tenants choosing to execute leases electronically along with all lawful riders, including but not limited to the New York City Rent Stabilized Lease Rider and/or the ETPA Standard Lease Addenda, will still be bound by the timeframes stipulated by the regulations pertaining to the window periods to offer and respond to a lease offering. Both parties will be required to retain proof of service and response as described in the Operational Bulletin 2022-1 to the electronic lease offering. Additionally, proof may be required in a proceeding before DHCR and/or the courts. **For specifics on the window periods, see DHCR Fact Sheet #4: Lease Renewal in Rent Stabilized Apartments.**

Please Note: The consent given in this form will apply to all subsequent lease renewal offers during the tenant's tenancy. Both owners and tenants retain the right to opt out of future electronic lease offerings by providing written notice to the other party. Should either the owner or tenant information change, both owners and tenants are required to provide written notice to the other party, and a new consent form should be completed.

BEFORE YOU COMPLETE THE FORM AND SERVE ON TENANT

Owners: This document should be completed by the owner and provided to the tenant to obtain the tenant's voluntary consent prior to/or concurrent with the electronic lease offering. The consent form must be signed by both parties and a copy must be provided to the tenant. Please retain a copy of all documents for your records. The Consent Form is **NOT** required to be served on the Office of Rent Administration.

Tenants: Please review the information entered by the owner before signing the "Tenant's Statement of Consent" and returning the form to the owner. For informational purposes only, this form has been translated into Español (Spanish), 中國 - 傳統 (Chinese - Traditional), Русский (Russian), Italiano (Italian), Kreyòl Ayisyen (Haitian-Creole), 한국어 (Korean), বাংলা (Bengali), אידיש (Yiddish), Polish (Polski) and Arabic (العَرَبِي), and can be found at the DHCR website: hcr.ny.gov

SECTION A (All Fields Must Be Completed by the Owner/Owner Representative)

Subject Apartment Address:

Number/Street

Apt. No

City, State, Zip Code

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

Lease Description: (Please select only one)

Vacancy lease

Renewal lease

Owner/Owner Representative Contact Information: (Please print)

Name(s): _____

Email Address: _____

Mailing Address: _____

Date

Genesis Sequeira

Owner/Owner Representative Signature(s)

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

Tenant Contact Information: (Please print)

Name(s): _____

Email Address: _____

Mailing Address: _____
(If different from subject apartment address)

Tenant's Statement of Consent

I hereby affirm that I have read this notice and voluntarily consent to an electronic lease offering and execution by the owner of the subject building and apartment.

Tenant Name(s) (Please print)

Date

Alfonso

Tenant Signature(s) (Ink or Electronic)

Residential Lease Agreement Summary

This summary does not modify or amend the terms and conditions of the Lease Agreement. If any conflict exists between this summary and the Lease, the Lease controls. Not all items listed in this summary are applicable to every Unit.

Persons signing Lease ("Tenant"):	Alexis Mosier
Authorized Occupants:	Alexis Mosier
Guarantor(s):	
Landlord:	KRE 540 Fulton Owner LLC
Unit Address:	540 Fulton St. # 24D, Brooklyn, NY 11201
Community	KRE 540 Fulton Owner LLC

Commencement Date	01/05/2026	End Date	01/04/2027
Rent Due Date	Day 1 of the month	Late Fee Charged After	5 days

SECURITY DEPOSIT

RENT

This is the refundable security deposit that you (and your roommate(s), if applicable) will pay upon move-in. Due at lease signing.		These are the charges you and any roommate(s) will pay each month. One month rent due at lease signing.	
Security Deposit	2,645.81	Rent	2,645.81
		Amenities	95.00

MISCELLANEOUS

Rent Concession Dates:
Monthly Amenity Fee:
Early Termination:
Broker Fee:

CONTACT

Property Manager
Name: Leila Machkouri
Phone: (917) 631-0014
Email: lmachkouri@dalanre.com

Please Make Rent Checks Payable To: KRE 540 Fulton Owner LLC

Online portal: www.thepaxtonbk.com

THIS IS A BINDING CONTRACT.
PLEASE READ IT CAREFULLY.

**NEW YORK RESIDENTIAL LEASE AGREEMENT FOR A UNIT SUBJECT TO REGULATION:
ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS
UNDER THE RENT STABILIZATION LAW.**

1. **PARTIES.** This New York Residential Rent Regulated Lease Agreement together with the Additional Terms as defined below (collectively the “Lease”) is made and entered into this December 31, 2025 (the “Effective Date”), by and between KRE 540 Fulton Owner LLC (the “Landlord”) and Alexis Mosier (individually and collectively, the “Tenant”). Landlord and Tenant (collectively, the “Parties”) hereby agree as follows:
2. **RENTAL UNIT.** Landlord rents to Tenant and Tenant rents from Landlord for private residential living purposes only, the dwelling unit located at 540 Fulton St. # 24D, Brooklyn, NY 11201 (the “Unit”), subject to the terms and conditions of this Lease. For purposes of this Lease, any reference to the building where the Unit is located includes the structure and common areas within the building (the “Building”), and the community includes the grounds, parking and storage areas, common areas, Building, other buildings and recreational areas, if any, of the rental community where the Unit is located (the “Community”). If there are any Community services outside of the Unit that are either required by law or available for an additional charge, they are described in a Rider to this Lease.
3. **OCCUPANTS.** Only the following individuals are authorized to reside in the Unit: Alexis Mosier (the “Occupants”). No persons other than those permitted under Real Property Law § 235-f shall be permitted to live in the Unit. It is a substantial obligation under this Lease that Tenant not have more persons in occupancy than are permitted under local law, regardless of whether the local municipality places a violation for overcrowding. It is a substantial obligation under this Lease that Tenant provide to Landlord written notice within thirty days of any additional person taking up occupancy in the Unit, regardless of whether such person is a minor or of age.
4. **TERM.** The term of the rental shall commence on 01/05/2026 (the “Commencement Date”) and shall end on 01/04/2027 at 02:00 PM (the “End Date”).
5. **RENT.**
 - A. **Monthly Rent.** Tenant shall pay to Landlord, without demand, deduction or offset, unless permitted by law, the sum of \$2,645.81 per month (the “Monthly Rent”), for the term of this Lease. The due date for the Monthly Rent payment shall be day 1 of each calendar month (the “Due Date”) and shall be considered advance payment for that month with no grace period (the “Due Date”). Rent is not considered paid, if any payment or check does not clear Landlord’s banking institution, bounces, or if payment is stopped for any reason. No matter what day Monthly Rent is actually due under this Lease, the rental period shall be from the first day of the month to the last day of the month during the Lease and during any month-to-month tenancy following the end of the Lease. Acceptance of Monthly Rent does not waive any right or remedy available to Landlord under this Lease or at law. If the Lease begins after the first day of the month, Tenant must pay when Tenant signs the Lease one full month’s rent and for the next full calendar month Tenant shall pay a prorated rent based on the number of days the Lease began after the first day of the month through the end of that calendar month.
 - B. **Amounts Due Prior to Move-in.** Upon signing this Lease, Tenant shall pay Landlord the first Monthly Rent payment, any prorated portion for any partial month, the Security Deposit as noted in paragraph 6 below, and any other charges permitted by law. This Lease shall not become binding on Landlord unless and until



the above payment has been paid and collected and Landlord can withhold possession of the Unit until this amount is paid in full.

- C. Additional Charges. For the purposes of this Lease, "Additional Charges" shall include all amounts payable by Tenant to Landlord per the terms of this Lease except Monthly Rent. Additional Charges shall include any and all charges and fees under this Lease (including its riders) and shall further include, but is not limited to the following:
1. Late Charges. Pursuant to Real Property Law Section 238-a, Tenant is obligated to pay a late fee if full Monthly Rent is not paid within five days of the Due Date. Late charges shall be the lesser of \$50.00 or five percent of the monthly rent in addition to legal interest at the maximum amount allowable at law. Tenant will also be liable to pay all bank fees and charges for any check which is dishonored or returned. Partial payment of Monthly Rent shall be considered non-payment and Tenant will be subject to late charges as set forth above.
 2. Dishonored Payment Fee. If Tenant stops payment on any check or if any payment made by or on behalf of Tenant is returned or dishonored for insufficient funds or any other reason, Tenant shall pay Landlord a dishonored payment fee equal to Twenty Dollars (\$20.00) or the actual costs, charges, or fees incurred by Landlord as a result of the dishonored payment, whichever is greater.
- D. Rent Increases and Changes to this Lease. During the term of this Lease, there will be no Monthly Rent increases or changes to the Lease through the End Date unless otherwise allowed by law. If a governmental agency authorizes an increase in the Monthly Rent for any reason, Tenant agrees to pay such increase. The Monthly Rent may be adjusted up or down during the term of this Lease, including retroactively, to conform to rent guidelines and the Parties agree to be bound by any order issued by the Division of Housing and Community Renewal except in the event an order is issued increasing the stabilization rent because of Landlord hardship, Tenant may, within 30 days of receipt of any such order, cancel the Lease on 60 days' notice or as otherwise lawfully agreed to by the Parties.
- E. Method of Payment. Landlord may convert Tenant checks via the Automated Clearing House (ACH) system for immediate payment. Landlord does not permit third-party checks unless previously authorized by Landlord in writing or as required by law. Payments can be made as follows:

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

Name: KRE 540 FULTON OWNER LLC
Address: PO Box 51043, Livonia, MI 48151
Phone:

Landlord accepts the following forms of payment:

If available, payments can be made through an online portal (additional fees may apply):
www.thepaxtonbk.com

6. SECURITY DEPOSIT.

- A. Amount. Upon signing this Lease, Tenant shall deposit with Landlord the sum of \$2,645.81 representing one month's Monthly Rent, as security for Tenant obligations including damage caused to the Unit, Building and/or Community during this Lease's term (the "Security Deposit"). Tenant shall not use the Security Deposit to pay Monthly Rent or any other sum due under this Lease. The Security Deposit shall not constitute a measure of Landlord's damages in the event of Tenant's default. Landlord shall place the

Security Deposit in an interest-bearing account in the following bank: BMO Bank N.A., 320 South Canal Street Chicago, IL 60606. Landlord shall be entitled to a 1% administrative fee pursuant to applicable law.

- B. Maintenance. If Landlord elects to use any portion of the Security Deposit to cover Tenant's default during the term, Tenant shall be required to pay additional money to maintain the Security Deposit at the amount stated above and as may be modified by Riders. Any deficit in the Security Deposit shall be due upon written demand by Landlord. Failure to maintain the Security Deposit shall be a material breach of Tenant's obligations under this Lease.
- C. Refund. The entire amount of the deposit or advance shall be refundable to Tenant upon Tenant's vacating of the Unit except for an amount lawfully retained for the reasonable and itemized costs due to non-payment of Monthly Rent, Additional Charges, damage caused by the Tenant beyond normal wear and tear, non-payment of utility charges payable directly to Landlord under the terms of this Lease or tenancy, and moving and storage of the Tenant's belongings. Within a reasonable time after notification of either party's intention to terminate the tenancy, unless Tenant terminated the tenancy with less than two weeks' notice, Landlord shall notify Tenant in writing of Tenant's right to request an inspection before vacating the Unit and of Tenant's right to be present. If Tenant requests such an inspection, the inspection shall be made no earlier than two weeks and no later than one week before the end of the tenancy. Within fourteen days after Tenant has vacated the Unit, Landlord will provide Tenant with an itemized statement indicating the basis for the amount of the Security Deposit retained, if any, and shall return any remaining portion of the Security Deposit to Tenant. Landlord shall mail the itemized documentation to the forwarding address that Tenant provides Landlord, in writing, upon Tenant's surrender of the Unit. If Tenant does not provide a forwarding address, Landlord shall send the itemization documentation to the Unit that has been vacated. Landlord may refund the Security Deposit to any Tenant identified in paragraph 1 of this Lease and shall thereafter be released from further obligation to any and all Tenant(s) with regard to the Security Deposit.
- D. Deductions. Landlord may use the Security Deposit to reimburse Landlord for unpaid Monthly Rent, Additional Charges, or for expenses or damages incurred by Landlord as a result of Tenant's failure to comply with any provision of this Lease or to meet the obligations imposed on Tenant by law. Tenant may not use the Security Deposit for the payment of Monthly Rent or Additional Charges. If deductions exceed the Security Deposit, Tenant will pay to Landlord the deficiency upon Landlord's written demand.
7. **UNIT CONDITION**. After initial Lease signing but before the Tenant begins occupancy, Tenant has inspected the Unit (or Tenant has waived the opportunity to inspect) and accepts the Unit in an "as is" condition except as to conditions that Tenant could not reasonably have discovered during Tenant's inspection. By accepting possession of the Unit, Tenant acknowledges that the Unit (including fixtures and appliances) is in a safe, clean, and good condition and agrees to maintain the Unit in a safe, clean, and good condition and in compliance with all applicable laws during the time that Tenant is in possession of the Unit. Tenant agrees that all appliances and equipment are in good working order and of sufficient capacities for Tenant's use. Tenant agrees that Landlord has made no promises to decorate, alter, repair, or improve the Unit. If an appliance requires replacement, Landlord shall not be required to replace any appliance with a brand-new appliance of that type unless the Tenant agrees to the legally authorized Rent increase for brand new appliances applicable to that piece of equipment.
8. **UNIT USE**. The Unit shall be used and occupied solely by the Occupants, exclusively, as a private residential dwelling, and no part of the Unit or Community shall be used, except as provided by law or as agreed to in writing by Landlord, for the purpose of carrying on any business, profession, or trade of any kind, or for any purpose other than as a private dwelling, except that activities incidental to any Tenant's employment may be conducted within the Unit so long as such activities: (i) do not otherwise violate the provisions of this Lease, (ii) are not apparent or detectable by sight, sound or smell from the exterior of the Unit, (iii) do not increase traffic flow or parking congestion in the Community, (iv) do not increase Landlord's insurance premium or otherwise negatively affect Landlord's ability to obtain insurance coverage, (v) are consistent with the

residential character of the Community, (vi) do not constitute a nuisance or a hazardous or offensive use, (vii) do not threaten the security or safety of Landlord or other residents of the Community, and (viii) do not have any signs regarding the business, all as determined in each case in Landlord's sole discretion.

A. Short Term Rentals Prohibited. Tenant shall not advertise the Unit in any publication, medium, or format whatsoever (including, but not limited to advertisements placed via the internet) as being available for occupancy by any person other than the Tenant and the other persons described in paragraph 3 of this Lease. This obligation shall be known as the "No Advertising Covenant" of this Lease.

1. Tenant shall be in breach of the No Advertising Covenant regardless of whether Tenant receives any compensation in any manner whatsoever for the occupancy of the Unit. In the event Tenant does receive any such compensation, the cash value of such compensation actually received by the Tenant plus an additional amount equal to such compensation shall be the property of Landlord and both such sums shall be collectible by Landlord as Additional Charges, such being a liquidated sum representing the Landlord's incalculable administrative expense in having to assert its rights with regard to such breach of the Tenant's obligations.
2. If Tenant breaches the No Advertising Covenant, and directly or indirectly by reason thereof Landlord suffers any expense in the form of fines or penalties imposed by any governmental agency, Tenant shall be liable to Landlord for the sum of such fines and penalties together with Landlord's reasonable expenses in defending any proceeding brought by such governmental agency (including, but not limited to Landlord's attorneys' fees in such defense), together with Landlord's reasonable attorneys' fees in enforcing its rights against Tenant, all of which sums shall be collectible by Landlord from the Tenant as Additional Charges.
3. If Tenant breaches the No Advertising Covenant, Landlord reserves the right to refuse access to the Unit to any persons other than Occupants and such other persons as are described in Real Property Law Section 235-f or any similar law as shall be in effect at such time. At all such times as Tenant is in breach of the No Advertising Covenant, Landlord shall have the right to refuse access to the Unit to persons not previously known to the Landlord.

B. Compliance. Occupants and their guests and invitees shall comply with this Lease, and any and all laws, ordinances, rules and orders of the Landlord and any and all governmental or quasi-governmental authorities regarding the Unit, the Building, and common areas associated therewith, and the Community, including, but not limited to, tobacco use, controlled substances, and the cleanliness, use, occupancy and preservation of the Unit. Occupants and their guests and invitees will not use the Unit or any portion of the Community in such a way as to: (i) violate any law or ordinance, including laws prohibiting the use, possession, or sale of illegal drugs; (ii) rent out all or a portion of the Unit, garage, parking or storage areas, for vacation or short-term rentals; (iii) commit waste or nuisance; (iv) interfere with the health, comfort and safety of other tenants, neighbors or Landlord or Landlord's agents; or (v) annoy, disturb, inconvenience, or interfere with the quiet enjoyment and occupancy of other tenants or neighbors or Landlord or Landlord's agents. Tenant agrees to ensure that Occupants and their guests and invitees comply with this paragraph and Tenant shall reimburse Landlord as an Additional Charge upon demand for the cost of all losses, damages, fines, penalties and reasonable legal expenses incurred by Landlord because of a violation of the Lease. Any person in the Unit, with or without the Tenant's knowledge, including, but not limited to, invitees of guests or other invitees, shall be deemed to be Tenant's guests or invitees for purposes of this Lease.

C. Community Rules. Tenant is responsible to see that Occupants and their guests and invitees shall follow such rules and regulations as (i) Landlord may distribute or post from time to time relating to the Building or Community (the "Community Rules"), or (ii) are issued by governmental authorities or insurance companies relating to the Building or Community. Tenant understands that violations of the foregoing rules and regulations by Occupants, guests, or invitees may be grounds for termination of Tenant's possession or occupancy of the leased premises, regardless of whether Tenant is aware of the violations committed by Occupants, guests or invitees. To the extent permitted under New York law, Landlord may change the Community Rules without notice. The Community Rules may include, but are not limited to, rules

regarding elevator safety and use, pool rules, garbage disposal, recycling, parking regulations, lockout and lost key procedures, security system use, excessive noise, animal identification, animal behavior, use of grounds, maintenance of balconies and decks, display of signs in windows, and common laundry room rules. To the extent available in the Community, Tenant understands that recreational facilities are an amenity, and, except as required by law, that Landlord does not guaranty the availability of these amenities under the terms of this Lease, except to the extent required by law. Regardless of whether Tenant is entitled to use any particular recreational facility or amenity, Tenant's failure to use any particular recreational facility, amenity or other common areas in accordance with the Community Rules shall be a material breach of Tenant's obligations under this Lease. Tenant shall be responsible to pay, as Additional Charges, the costs to repair any damages to the recreational facilities and other common areas caused by Occupants or their guests or invitees. By executing this Lease, Tenant acknowledges receipt of the current Community Rules.

9. **TENANT'S MAINTENANCE AND REPAIR OBLIGATIONS.** Except as prohibited by law, Tenant shall keep and maintain the Unit and its appurtenances, appliances and utilities in good, safe, and sanitary condition and repair during this Lease's term and any renewal of it. Without limiting the generality of the foregoing, Tenant shall:
- A. Promptly notify Landlord of dangerous conditions in the Unit and the Community that Tenant becomes aware of and **promptly notify Landlord in writing of conditions that need repair**. Landlord may recover from Tenant the actual and reasonable cost of repairs that are made necessary because of Tenant's, Occupants', or guests' negligence or misuse. Tenant is also responsible for all repair costs that result from Tenant's failure to report a condition needing repair in a timely manner;
 - B. Pay for the costs of repair of the following conditions caused by Occupants and their guests or invitees that may occur during the original term or a renewal or extension including, but not limited to: (i) damage from blocked drains and/or wastewater stoppages due to the disposal or placement of any foreign or improper objects in lines that exclusively serve the Unit; (ii) damage to walls, ceilings, floors, doors, windows, and screens; (iii) damage due to windows or doors left open; and (iv) damage/repair/extermination fees incurred as a result of Occupants, guests or invitees failing to maintain the Unit in a clean, safe, clutter-free and sanitary condition;
 - C. At all times maintain the Unit, including the appliances and furnishings, in a clean, safe, and sanitary condition. Such obligation includes maintaining proper climate control to keep the Unit clean and free of mildew or mold or other unsanitary conditions;
 - D. Care for, use and operate appliances, equipment, and facilities in accordance with the operating instructions and in a safe and reasonable manner, and as otherwise instructed by Landlord;
 - E. Not obstruct the driveways, sidewalks, entryways, stairs, halls, or any interior area of the Unit, that are used for the purposes of ingress and egress. Not store or ride bicycles, scooters, skateboards or other similar items in the driveways, entryways, stairs or halls. Not lounge or loiter on the front steps, public balconies, or in the common hallways in a way that interferes with the convenience, movement and quiet enjoyment of other tenants, guests or invitees;
 - F. Keep all windows, glass, window coverings, doors, locks and hardware in good and clean order and repair;
 - G. Not obstruct any heating, ventilation, or air-conditioning ducts;
 - H. Not hang any laundry, clothing, sheets, or other articles from any window, rail, porch, or balcony, nor air or dry any of same within any common area or space;

- I. Not cause or permit any locks or hooks to be placed upon any door or window without the prior written consent of Landlord;
- J. Keep all HVAC filters clean and free from dirt and cooperate with Landlord's maintenance personnel in replacing filters as needed. Tenant acknowledges and agrees that if Landlord provides air conditioning, Landlord will repair air conditioning system malfunctions in a commercially reasonable timeframe;
- K. Deposit all trash, garbage, rubbish or refuse at least weekly in a lawful, clean and safe manner in the locations provided and not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common areas;
- L. Properly use and operate all electrical, gas, heating, and plumbing fixtures and keep the same in a clean and safe condition;
- M. Replace light bulbs specific to the Unit with the correct wattage bulbs. All light bulbs, including appliance bulbs, must be in working order upon vacating the Unit;
- N. Surrender the Unit in a safe, clean, and good condition, subject to normal wear and tear;
- O. Allow the Landlord to use pesticides or other chemicals as permitted by law, to clean, and/or remediate any condition in or about the Unit for the protection of the tenants or the Building, if Landlord deems it advisable or necessary, and Tenant shall timely notify Landlord of any bug, rodent, insect or other pest infestations and shall cooperate with the treatment recommendations of Landlord's pest control provider;
- P. Not keep in the Unit any item of a hazardous, dangerous, flammable, or explosive character that might unreasonably increase the danger of health risks, fire or explosion in the Unit or that might be considered hazardous by any responsible insurance company;
- Q. Reimburse Landlord for the cost of any repairs to the Unit, including Landlord's personal property therein, damaged by Occupants their guests or invitees through misuse, neglect, negligence, or intentional misconduct;
- R. Keep the Unit sufficiently heated in cold weather so that the plumbing serving the Unit does not freeze; and
- S. Carpet or have rugs, each of which shall have ¼" padding, on at least 80% of the Unit's floors, not counting bathrooms, kitchen, and closets, but without using nails to affix any such carpeting or rugs to the flooring.

10. LANDLORD'S MAINTENANCE AND REPAIR OBLIGATIONS.

- A. During this Lease's term, Landlord shall be responsible for the following:
 - 1. Ensuring the Community and the Unit are in substantial compliance with all applicable federal, state, and local laws, regulations and statutes;
 - 2. Keeping the Community's common areas reasonably clean; and
 - 3. Maintaining and making any necessary repairs and replacements to the heating, water, plumbing, and electrical systems, within a reasonable time after written notice from Tenant; provided, however, that Tenant may be liable for the cost of such repairs caused by Tenant's actions or inactions pursuant to paragraph 9, above.
- B. To the maximum extent permitted by law, Landlord is not responsible for the following:

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

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

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

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

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

13. MOVE-IN AND MOVE-OUT.

- A. Moving Procedures. Tenant shall be permitted to use only the elevator designated by Landlord for moving purposes. All moving activities, including the transport of furniture and personal belongings, must occur strictly during the days and hours designated by Landlord and in accordance with Landlord's rules, regulations, procedures, and requirements. Landlord shall not be liable for any costs, expenses, or damages incurred by Tenant due to such rules, regulations, procedures, and requirements. Landlord shall not be liable for any costs, expenses, or damages incurred by Tenant due to such rules or due to delays caused by the use or unavailability of the designated elevator. Tenant shall be solely responsible for any damage to the Unit, Building, or common areas caused during any move-in, move-out, or delivery.
- B. Surrender of Unit. Upon the expiration or earlier termination of this Lease, Tenant shall surrender the Unit and all furnishings, fixtures, equipment, and other property belonging to Landlord in as good a state and condition as the Unit was at the Commencement Date, normal wear and tear excluded. Tenant shall provide Landlord with written notice of Tenant's forwarding address. Tenant shall return all keys to any locks, locking devices, bolts, or latches. Tenant shall remove all persons from the Unit and all personal property of Occupants and their guests or invitees.

- 14. **NON-DELIVERY OF POSSESSION**. If Tenant does not take possession of the Unit, Tenant will still be responsible for paying Monthly Rent and complying with all other terms of this Lease, subject to Landlord's duty to mitigate damages. If Landlord cannot deliver possession on the Commencement Date, then Landlord shall have no liability, but Monthly Rent shall abate until Landlord delivers possession. The delay in possession will not affect any of the other terms of this Lease. This Lease's End Date will not change. If Landlord cannot deliver possession within 30 days of the Commencement Date, Tenant may terminate this Lease and Landlord shall return the Security Deposit and any monies collected. Landlord is not responsible for any cost of temporary or alternate housing incurred by Tenant because of the non-delivery or delayed possession unless the failure is willful and not in good faith.
- 15. **UTILITIES**. Landlord will provide cold and hot water and heat as required by law, elevator service if the Building has elevator equipment, and the utilities, if any, included in the rent, as set forth in the attached utility rider. Tenant is not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law. The attached utility rider describes the Parties' respective responsibilities regarding utilities and services. Utilities must be used only for normal residential purposes and shall not be wasted. Tenant shall not allow essential utilities to be disconnected until the end of this Lease term or any renewal thereof.
- 16. **ACCESS BY LANDLORD**. With at least 24 hours' notice provided through face-to-face communication, direct telephone conversation, email, or other agreed-upon electronic means, or with six days' notice by mail, Landlord may enter the Unit at reasonable times for the purpose of making necessary repairs or improvements required by law including without limitation, to erect, use and maintain pipes and conduits in and through the walls and ceilings of the Unit, to show the Unit to persons who may wish to become owners or lessees of the entire Building or may be interested in lending money to Landlord, four months before the end of the Lease to show the Unit to people who may want to rent it and to enter to make changes, repairs or redecorations in the last month of the Lease if Tenant has moved out and removed all or most of Tenant's property or as authorized by the Division of Housing and Community Renewal, or for the purpose of inspection. If Tenant is not present, Landlord may enter the Unit by use of a master key, use of a locksmith, or other reasonable means. With at least five days' notice provided through face-to-face communication, direct telephone conversation, email, or other agreed-upon electronic means, or with ten days' notice by mail, Landlord may enter the Unit at reasonable times for the purpose of showing the Unit to a prospective purchaser, mortgagee or prospective mortgagee, or other person having a legitimate interest therein, to be arranged at the mutual convenience of the Parties so as to enable the Tenant to be present at the inspection or showing. No notice of entry by Landlord is required in the

event of an emergency or an emergency repair. When entry is for the purpose of an initial move-out inspection, the notice period will be 48 hours. Tenant's failure to permit Landlord access as set forth in this paragraph is a material breach of this Lease. If Tenant moves out of the Unit before this Lease ends, Landlord may re-enter the Unit to decorate, remodel, alter, or otherwise prepare the Unit for re-occupancy by a new tenant without prior notice to Tenant and without waiving any other rights or remedies Landlord may have against Tenant pursuant to this Lease, at law, or in equity. Tenant shall not change or install any lock, locking device, bolt, burglar device or latch without Landlord's written consent. Notwithstanding the foregoing, Tenant will provide Landlord with a key or keys capable of unlocking all such rekeyed or new locks as well as instructions on how to disarm any altered or new burglar alarm system. Landlord's right of access shall not impose any obligation on Landlord to enter the Unit.

17. **ANIMALS.** Tenant shall not allow any animal, including, but not limited to, dogs, cats, mammals, reptiles, birds, fish, rodents, or insects in the Community, even temporarily, unless otherwise agreed to by a separate written Animal Rider. If Tenant violates the animal restrictions of this Lease, Tenant is in material breach of this Lease. Landlord may remove or cause to be removed any (i) unauthorized animal, or (ii) authorized animal if the Landlord reasonably believes the animal is an imminent or actual danger to others, needs urgent medical attention, or is being abused, by delivering it to appropriate local authorities or as otherwise provided by law. To the maximum extent allowed by law, (i) Landlord will not be liable for any harm, injury, death, or sickness to any animal due to Landlord's acts or omissions, and Landlord's liability, if any, shall not exceed \$100.00, and (ii) Tenant is responsible and liable for any loss, claim, personal injury, damage, or required cleaning to the Unit or Community caused by any animal, whether authorized or not, and for all costs Landlord may incur in removing or causing any animal to be removed. Notwithstanding the provisions of this clause, service or support animals for the assistance of a person with a disability shall be permitted upon Tenant's request. Tenant shall be liable for all claims and damages related to the service or support animal, including, but not limited to, personal injury, or damages to the Unit, Community, or Landlord's property and the costs of restoring the Unit, Community, or Landlord's property to its prior condition, excluding normal wear and tear. Tenant shall not allow any service or support animal to cause a nuisance or to otherwise violate any Lease term. In a manner consistent with state and federal laws, regulations and guidelines, as then applicable, Landlord may require a written statement from a healthcare professional verifying an Occupant's need for a service or support animal. An Occupant's misrepresentation about the need for a service or support animal is a material breach of this Lease.
18. **ASSIGNMENT AND SUBLETTING.** Tenant cannot assign this Lease or sublet the Unit without Landlord's prior written consent in each instance to a written request made by Tenant pursuant to Real Property Law §226-b and the Rent Stabilization Code and Law. Landlord may refuse to consent to a lease assignment for any reason or no reason, but if Landlord unreasonably refuses to consent to request for a Lease assignment properly made, at Tenant's request in writing, Landlord will end this Lease effective as of thirty days after Tenant's request. Each and every time Tenant desires to sublet or assign, Tenant must get the written consent of Landlord. Landlord may impose a reasonable credit check fee on Tenant in connection with an application to assign or sublet. If Tenant fails to pay Monthly Rent, Landlord can collect the Monthly Rent from any subtenant without releasing Tenant from the obligations of the Lease. Landlord's acceptance of Monthly Rent does not create a landlord-tenant relationship nor does it release Tenant from this Lease. If the Tenant began occupancy in the Unit through an affordable tax benefit program, which is based on income and household size requirements, Tenant is not permitted to assign or sublet the Unit.
19. **UNIT DAMAGE.** The following provisions apply if the Unit is destroyed or rendered wholly or partly uninhabitable by fire, storm, earthquake, or other casualty (collectively, "Casualty"), but shall not be interpreted to relieve Tenant of any obligation to pay Monthly Rent or Additional Charges which accrued prior to the Casualty:
- A. Notice. Tenant shall immediately notify Landlord of any Casualty that occurs to the Unit or the Community and of any damage caused thereby.

- B. Unit Uninhabitable. Subject to subparagraph 19.E, if the Unit is uninhabitable due to such Casualty, Landlord, unless duly excused by a court or administrative agency, may repair such damage and restore the Unit, with this Lease continuing in full force and effect, except that Tenant's Monthly Rent or Additional Charges will be partially abated while repairs are being made. Failure of Tenant to pay the Monthly Rent or Additional Charges ordered by any duly authorized agency shall be deemed an abandonment of the Unit. Nothing in this paragraph shall be construed to impair the Landlord's right to accept a surrender of the Unit, which such surrender shall itself excuse any obligation on Landlord's part to effect repairs to the Unit.
- C. Unit Partly Uninhabitable. Subject to subparagraph 19.E, if only a part of the Unit is uninhabitable, Landlord will attempt to repair such damage and restore the Unit within 30 days after such damage. If only part of the Unit cannot be used, Monthly Rent and Additional Charges shall be adjusted proportionally, based on the proportion of the Unit still habitable by Tenant as determined at the sole discretion of the Landlord, until Landlord restores the Unit.
- D. Repair. Landlord shall not be obligated to repair or restore any alterations or improvements made by Tenant to the Unit. Landlord will also not be required to repair, replace or clean any property brought into the Unit by Tenant.
- E. Tenant Liability. If the Casualty is caused by Occupants or their guests, invitees, employees, contractors, agents, or visitors, Tenant shall pay for all repairs and other damages and Monthly Rent and Additional Charges shall not abate during the period that the Unit, Building and/or Community are not habitable or only partially habitable. Landlord shall also have the right, in its sole discretion, to terminate this Lease at any time as a result of fire or casualty caused by Tenant, and Tenant will be responsible for all losses, including, but not limited to, damage and repair costs as well as loss of rental income to the fullest extent allowed by law.
20. **GOVERNMENTAL TAKING**. If the whole or any substantial part of the Unit or Building is taken for any public purpose or use or for any quasi-public use under governmental law, ordinance, or regulation, by right of eminent domain, or by private purchase in lieu of condemnation, and the taking would render the Unit uninhabitable, this Lease shall terminate and the Monthly Rent shall be abated proportionally upon the date that the physical taking of the Unit occurs. Compensation for any governmental taking shall belong to Landlord, only; there shall be no allowance to Tenant based on termination of this tenancy, unless required by law.
21. **SUBORDINATION OF LEASE**. This Lease and Tenant's interest therein are and shall be subordinate, junior, and inferior to any and all mortgages, liens, or encumbrances now or later placed on the Unit by Landlord, all advances made under any such mortgages, liens, or encumbrances (including, but not limited to, future advances), the interest payable on such mortgages, liens, or encumbrances and any and all renewals, extensions, or modifications of such mortgages, liens, or encumbrances. Upon Landlord's request, Tenant shall promptly execute any documents necessary to indicate such subordination and endorse an estoppel letter stating the following if true: (i) this Lease is in effect; (ii) Tenant has no rights to the Unit beyond those in this Lease; (iii) whether Tenant is current on Rent; (iv) Tenant has not pre-paid Rent; (v) Tenant holds no options or first rights of refusal to purchase the Unit; (vi) the amount of any security deposit; (vii) any fixtures claimed to be owned and removable by Tenant; (viii) the names of each Occupant and the dates of their residency; and (ix) such other reasonable and true statements with regard to this Lease as Landlord requests.
22. **INDEMNIFICATION**. To the extent permitted by law, Tenant shall defend, indemnify, and hold Landlord and Landlord's agents harmless from and against any and all liability, loss, cost, or expense, including reasonable attorneys' fees, arising from or relating to any act or negligence of Occupants, Occupants' agents, contractors, guests, animals, or invitees, or any person in or about the Community with Occupants' express or implied consent. The provisions of this paragraph shall survive the expiration or termination of this Lease. It is the Parties' intent that this paragraph be consistent with New York law and local ordinance(s) and that any

provision that is not consistent or otherwise found to be improper shall be stricken and not enforced.

23. **SMOKE AND CARBON MONOXIDE DETECTORS.** Functioning smoke detector(s) are installed in the Unit. Tenant must replace batteries as needed. Tenant must not disconnect or intentionally damage a smoke detector alarm and/or a carbon monoxide detector or remove the battery without immediately replacing it with a working battery. Tenant may be subject to damages, civil penalties, and attorney's fees for not complying with this notice. Requests by Tenant for additional installation, inspection, or repair of smoke alarms and/or carbon monoxide detectors must be in writing. Tenant will not refuse Landlord access for the purpose of inspecting, maintaining, repairing, or installing smoke or carbon monoxide detectors.
24. **RENTERS INSURANCE.** Renters insurance is highly recommended. Landlord is not responsible for, and will not insure, Occupants or Occupants' guests or invitees' furniture, vehicles, or other personal property. Landlord recommends that Tenant obtain and maintain in full force and effect during the entire tenancy, a policy of renters insurance from a recognized insurance firm to cover Tenant's liability, personal property damage, damage to the Unit, and coverage for temporary relocation during repairs or if Tenant is required to temporarily relocate for any reason. Tenant must determine the type, coverage and exclusions of renters insurance. Tenant understands that damage can result from water coming from above as well as from below. TENANT ACKNOWLEDGES THAT TENANT IS NOT AN INSURED, CO-INSURED OR ADDITIONAL INSURED ON ANY INSURANCE THAT LANDLORD MAINTAINS, INCLUDING BUT NOT LIMITED TO FIRE OR STRUCTURAL INSURANCE, AND THAT NO PART OF TENANT'S RENT PAYMENT IS APPLIED TO ANY SUCH INSURANCE, AND THAT LANDLORD'S INSURANCE DOES NOT COVER OCCUPANTS, OCCUPANTS' GUESTS OR INVITEES, OR THEIR PERSONAL PROPERTY. Tenant shall do nothing and permit nothing to be done in or about the Unit and/or the Community that would contravene any fire insurance policy covering the Unit and/or the Community.
25. **BILLS, NOTICE AND ELECTRONIC SIGNATURES.** All written notices to Tenant shall be delivered to Tenant (i) in person; (ii) at the Unit, whether or not Tenant is present (iii) by regular mail to Tenant's last known address; or (iv) by email or other electronic communication if provided in Tenant's application or previously used by Tenant to communicate with Landlord. Written notice to Tenant from Landlord's agents, including but not limited to Landlord's property manager and attorney constitutes notice from Landlord. The date of service of any notice from Landlord to Tenant under this Lease is the date of delivery if delivered personally or by overnight carrier or by email or three business days from the postmark of such mailing. All notices to Landlord shall be served at the below addresses, or as may be modified from time to time by Landlord:

Property Manager (for repairs, billing, building management, questions etc.):	Landlord or person authorized to receive legal service of process:
Name: <u>Leila Machkouri</u>	Name: <u>KRE 540 FULTON OWNER LLC</u>
Address: <u>134 West 25th Street, 5th Floor , New York, NY 10001</u>	Address:
Phone: <u>(917) 631-0014</u>	Phone:

In case of a housing emergency, call: 646-680-9332.

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

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

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

26. **OBJECTIONABLE CONDUCT.** As the Tenant in the Building and/or Community, you will not engage in nor permit Occupants, family members, guests or invitees to engage in objectionable conduct. Objectionable conduct means behavior which makes or will make the Unit or the Building less fit to live in for you or other tenants and occupants of those tenants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other tenants or occupants of other tenants in the Building and/or Community. Objectionable conduct shall also include, but not be limited to, a chronic pattern of late payment or nonpayment of Monthly Rent and Additional Charges, where applicable, when due, Tenant engaging in profiteering while subletting, conducting an illegal business or violating laws against transient occupancy of the Unit or conducting an illegal business ("Objectionable Conduct") Objectionable Conduct gives Landlord the right to end this Lease.
27. **NOISE.** Occupants and their family members, guests or invitees shall not permit or make any disturbing noises in the Unit, Building or Community that would interfere with the rights, comforts or convenience of other tenants or occupants in the Building or Community including, without limitation, by playing a musical instrument or the use of any radio, television, computer, speakers or any musical playing device.
28. **GARBAGE/REFUSE/RECYCLING.** Tenant represents it shall comply with all City, State or local rules and laws and any rules or procedures promulgated by Landlord regarding garbage and recycling laws. Tenant is prohibited from placing any large articles outside of the Unit except as may be permitted by Landlord's rules and procedures. Rugs, carpets or any other item shall not be hung or shaken out of any window in the Unit nor shall Tenant sweep, throw, nor permit any dirt, garbage or any other substance out of the Unit's windows or into any public area of the Building.
29. **PUBLIC ACCESS WAYS/NO PROJECTIONS.** Tenant shall not block or leave anything in the stairways, halls, sidewalks, the Community, fire escapes, entrances, driveways, elevators including, without limitation, baby carriages, bicycles or other Tenant property and all public access ways shall only be used for ingress and egress for the Unit and Building. Deliveries can only be made in those elevators and passageways designated by Landlord. Tenant is prohibited from installing in any manner awnings, projections or anything to the outside walls of the Building, roof or terrace.
30. **LAUNDRY/TOILETS/PLUMBING FIXTURES.** Laundry and dryers, if any, shall be used by Tenant in the manner and times that Landlord directs and under no circumstance may clothes be dried on the terrace, balcony, roof or outside windows. Tenant shall use all plumbing fixtures such as toilets, washing machines or dishwashers for the purpose they were designed for and in accordance with all rules and regulations promulgated by Landlord. Under no circumstance may any feminine hygiene products, garbage, products containing acid or paint or paper products [other than toilet paper or products approved for toilet use] be discarded in the toilets and plumbing fixtures.
31. **DEFAULT.** Tenant defaults under the Lease if Tenant acts in any of the following ways:
 - A. Tenant fails to carry out any agreement or provision of this Lease other than "Objectionable Conduct" as defined in this Lease;
 - B. Tenant does not take possession or move into the Unit 15 days after the beginning of this Lease; or
 - C. Tenant and other legal occupants of the Unit move out permanently before this Lease ends.

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

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

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

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

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

- A. Tenant must pay Monthly Rent until this Lease has ended. Thereafter, Tenant must pay an equal amount for what the law calls "use and occupancy" until Tenant actually moves out.
- B. Once Tenant is out, Landlord may re-rent the Unit or any portion of it for a period of time which may end before or after the ending date of this Lease. Landlord may re-rent to a new tenant at a lesser rent or may charge a higher rent than the rent in this Lease. Notwithstanding the foregoing, if Tenant vacates the Unit in violation of the terms of this Lease, only then shall Landlord use reasonable efforts to re-rent the Unit at the lesser of the fair market value of the Unit or the Monthly Rent paid under this Lease pursuant to Real Property Law §227-e.
- C. Whether the Unit is re-rented or not, Tenant must pay to Landlord as damages:
 - 1. the difference between the Monthly Rent in this Lease and the amount, if any, of the rents collected in any later lease or leases of the Unit for what would have been the remaining period of this Lease except to the extent limited by Real Property Law §227-e if applicable; and
 - 2. Landlord's expenses for advertisements and the cost of putting the Unit in good condition for re-rental; and
 - 3. Landlord's expenses for attorney's fees except in the event of a default judgment.
- D. Tenant shall pay all damages due in monthly installments on the rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Landlord's right to collect the damages for a later month by a similar action. If the rent collected by

Landlord from a subsequent tenant of the Unit is more than the unpaid rent and damages which Tenant owes Landlord, Tenant cannot receive the difference. Landlord's failure to re-rent to another tenant will not release or change your liability for damages, unless the failure is due to Landlord's deliberate inaction.

- E. If Tenant does not do everything Tenant has agreed to do, or if Tenant does anything which shows that Tenant intends not to do what Tenant has agreed to do, Landlord has the right to ask a court to make Tenant carry out Tenant's agreement or to give Landlord such other relief as the Court can provide. This is in addition to the other remedies provided in this Lease.

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

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

34. **ABANDONMENT / EXTENDED ABSENCE**

- A. Abandonment Defined. The Unit shall be deemed abandoned by Tenant where the Monthly Rent or Additional Charges have been due and unpaid for at least 14 consecutive days and Landlord reasonably believes that Tenant has abandoned the Unit, with the Landlord being under no obligation to be able to articulate a particular reason.
- B. Extended Absence by Tenant. Tenant shall notify Landlord if Tenant will be absent from the Unit for a period of 10 consecutive days or more. During such absence, Landlord may enter the Unit as reasonably necessary to maintain the Unit and inspect for damage and needed repairs, by force or otherwise.
- C. Landlord's Remedies. If Tenant abandons the Unit or any part of the Unit, Tenant will be liable for Landlord's actual damages, including, but not limited to, the balance of the Monthly Rent for the remainder of the term less any law requiring Landlord to mitigate damages. Tenant will also be responsible for Landlord's costs of advertising and screening for a replacement tenant, locator service fees, unit turn, attorneys' fees, any damages to the Unit caused by Tenant (exclusive of normal wear and tear) and any other damages permitted pursuant to this Lease, at law, or in equity.
- D. Property Left in Unit. If Occupants and their guests or invitees leave any personal property in the Unit or the Community (including vehicles) after abandonment, eviction or surrender of the Unit at the end of the term, Landlord may clean up, make repairs in, and relet the Unit; determine any Security Deposit deductions; and store, dispose or sell property left in the Unit or the Community, as permitted by law or in equity.

35. **MISCELLANEOUS AND DISCLOSURES.**

A. Smoking.

1. Smoking [[]] IS or [[X]] IS NOT allowed in the Unit.
2. If the Unit has been designated a non-smoking unit, it is a material breach of the Lease for Occupants or their guests or invitees to engage in smoking, including vaping, any substance in the Unit or exclusive use areas such as balconies, porches, or patios.
3. It is a material breach of the Lease for the Occupants or their guests or invitees to:
 - a. Violate any Federal, State or local law regarding smoking while in the Unit;

- B. **Water Filled Furnishings.** Tenant shall not keep waterbeds, aquariums or other containers capable of holding water in excess of five gallons of water (except for residential drinking), whether with or without water.
- C. **Statutory Rights.** Tenant may or may not have statutory rights of early termination of this Lease, including, but not limited to, with regard to domestic violence, senior citizenship, and military status (see, e.g., Servicemembers Civil Relief Act), and should consult an attorney to see if any rights are applicable.
- D. **Fair Housing.** It is Landlord's policy to provide reasonable accommodations and to allow reasonable modifications consistent with federal and state laws for any Tenant with a disability in order for that Tenant to apply for, use and enjoy the Unit. If Tenant believes that a disability-related issue requires Landlord's special attention, Tenant agrees to immediately notify Landlord, preferably in writing, of their request for reasonable accommodation and/or modification.
- E. **Electronic Signatures.** The Parties agree that this Lease may be executed in part or entirely by electronic signatures and that the signatures appearing on this Lease, addenda and any renewal thereof are the same as handwritten signatures for all purposes, including validity, enforceability and admissibility.

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

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

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40. **SEVERABILITY.** If a court or other body of competent jurisdiction determines any provision of this Lease and any rider to be invalid, unenforceable, or prohibited by applicable law, the remaining provisions will remain fully valid, enforceable, and binding on the Parties. The court shall interpret this Lease and any riders, and the provisions therein, in a manner so as to uphold the valid portions of this Lease and any riders, while preserving the intent of the Parties.
41. **WAIVER.** No waiver of any provision hereof shall be effective unless made in writing and signed by Landlord. The failure of Landlord to require strict performance of any term or obligation of this Lease, or the waiver by Landlord of any breach of this Lease, shall not prevent any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach. The acceptance of Monthly Rent shall not waive, impair or impede any right, claim or remedy available at law or pursuant to this Lease.
42. **TIME OF ESSENCE AND MODIFICATION.** Time is of the essence in this Lease. The Parties agree that this document contains the entire agreement between them, and this Lease shall not be modified, changed, altered or amended in any way except through a written amendment signed by the Parties or as permitted by law. Tenant is not relying on any oral representations or brochures and any and all prior oral representations or writings shall be deemed merged into this Lease. This Lease may be executed in duplicate, and Tenant acknowledges that a copy thereof was delivered to Tenant at the time the Lease was fully executed.
43. **FORCE MAJEURE EVENTS.** Landlord shall not be liable or responsible to Tenant, nor be deemed to have defaulted under or breached this Lease, for any failure or delay in fulfilling or performing any term of this Lease, when and to the extent such failure or delay is caused by or results from acts beyond Landlord's control, including, without limitation, the following force majeure events (the "Force Majeure Events"): (i) acts of God; (ii) flood, fire, earthquake, or explosion; (iii) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot, or other civil unrest; (iv) government order or law; (v) actions, embargoes, or blockades in effect on or after the date of this Lease; (vi) action by any governmental authority; (vii) national or regional emergency; (viii) strikes, labor stoppages or slowdowns, or other industrial disturbances; (ix) shortage of adequate power or transportation facilities; (x) pandemics, epidemics, or other public health emergencies; and (xi) other occurrences which are beyond Landlord's control. Landlord, at Landlord's sole discretion, may terminate this Lease if Force Majeure Events cause the Unit or parts of the Community to be uninhabitable by giving written notice to Tenant, returning any advance payments of Monthly Rent, and returning any Security Deposit, minus any lawful deductions to Tenant. To the fullest extent allowed by law, Landlord is not responsible for any cost of temporary or alternate housing incurred by Tenant because of the termination of this Lease due to Force Majeure Events.
44. **JOINT, SEVERAL, AND INDIVIDUAL OBLIGATIONS.** If more than one Tenant signs this Lease, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Lease, jointly and severally with every other Tenant, and individually, irrespective of whether such Tenant is in possession of the Unit. If the full amount of the Monthly Rent is not paid, no individual Tenant will be entitled to remain in possession of the Unit simply by paying a portion or a percentage portion of the overall Monthly Rent under whatever arrangement may exist among or between the Tenants themselves. Notice by Landlord to one Tenant is notice to all Occupants. Notice by one Tenant to Landlord binds all Tenants.
45. **INTERPRETATION.** Landlord intends for this Lease to be fully compliant with New York law. This Lease shall be construed without regard to any presumption or rule requiring construction or interpretation against the party drafting an instrument or causing any instrument to be drafted. Wherever appropriate in this Lease, a singular term shall be construed to mean the plural where necessary, and a plural term the singular. Tenant and Occupants are sometimes referred to herein interchangeably, and should be interpreted as broadly as the context, law, or equity requires. Landlord means the Landlord of the property or any of Landlord's successors in interest or assigns, and not the Landlord's property manager, if any. The headings in this Lease are for reference only and shall not affect the interpretation of this Lease. No reference in this Lease to any renewal of

this Lease shall be deemed to imply that either party has a right to renew this Lease. All references in this Lease to “Landlord’s discretion,” or to the “discretion of Landlord,” or any similar phrases, shall mean the Landlord’s sole and absolute discretion based upon the facts and circumstances known to Landlord at the time the decision was made. All references to “guests and invitees”, or any similar phrases, shall be deemed to include the agents, representatives, visitors, licensees, employees, and contractors of the Occupants. Landlord can designate agents or employees to perform its duties under this Lease or to assert Landlord’s rights and remedies pursuant to this Lease. All of the rules and the terms of the Lease and all Addenda to the Lease are deemed to be material obligations.

46. **SUCCESSOR INTERESTS.** The Lease shall be binding on the Parties and on those who lawfully succeed to the interest, rights and obligations of the Parties.

47. **ADDITIONAL TERMS, CONDITIONS OR EXCEPTIONS (None if left blank):**

48. **AMENDMENTS OR RIDERS.** Any amendments, riders, forms, or disclosures that Tenant signs contemporaneously with the execution of this Lease are attached to and incorporated into this Lease.

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

Tenant:

Signature:		_____	_____	_____
Print Name:	_____	_____	_____	_____
Signature:	_____	_____	_____	_____
Print Name:	_____	_____	_____	_____

Landlord or Landlord’s Representative:

Signature:		_____
Print Name:	_____	_____



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: _____ Apt.# _____

1. Previous Legal Regulated Rent \$ _____
2. Guideline adjustment based on (1 year) or (2 year) lease. Circle one. (_____ %) \$ _____
(Note: For vacancy leases, a guideline adjustment can only be taken once per calendar year.)
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.

Based on the IAI Tier Identification, complete either 3-F (1) or 3-F (2).

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) \$ _____

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 \$ _____

* 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:

(Print Housing Accommodation’s Address and Apartment Number)

Lease Start Date: Lease End Date:

Lease Dated:

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

Print Name of Tenant(s)

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.

Print Name of Owner or Owner’s Agent

Genesis Sequeira

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 tè 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 tè 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.

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 ריידער 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 ריידער איז פארלאנגט צו ווערן צוגעשטעלט און אויסגעפירט נאר אין ענגליש, ביים ארויסגעבן א וועיקענס ליס אדער באנייאונג ליס. דער DHCR RTP-8 באנייאונג ליס 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.

Lawful fees:

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).

**Amenity Rider to Lease
(Amenity Package)**

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE MAIN BODY OF THIS LEASE, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS RIDER SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREBY.

KRE 540 Fulton Owner LLC ("OWNER") and Alexis Mosier ("TENANT"), for Apartment 24D in the premises located at 540 Fulton St. # 24D, Brooklyn, NY 11201 "Building" agree as follows:

1. The above-referenced Tenant (if more than one tenant name is recited, they are jointly referred to as "Tenant") has requested that effective 01/05/2026 said Tenant be provided with use of the Amenities ("Amenity Package") at the Building for the term of Tenant's lease for the Apartment.
2. The Amenities that are included in the Amenity Package are the following: As additional rent, amenities are subject to a monthly charge of \$95 for one (1) fob. Current amenities include a Business Conference Room, Resident Lounge, Media Room, Fitness Center, Yoga Room, Outdoor Terrace on the 9th Floor, Roof Deck on 44th Floor.

Additional, limited services available on the property for an extra fee include Bike Storage.

Additional-Provisions:

- Tenants may elect to opt out of the amenities program only at the commencement of a Lease Renewal.
 - Amenities and the associated monthly charge may be modified at the sole discretion of the Landlord at any time and for any reason.
 - Private Reservations of certain amenities may be available at an additional cost.
- ** Note: the use of the Amenities and the Amenity Package shall be subject to availability, including but not limited to, private reservation of such space(s) by residents at an hourly rate and/or fee to be determined by Owner.*

3. The monthly fee for use of the Amenity Package is \$95.00 per **Tenant that signs up for use of the Amenity Package** payable in equal increments on the first day of each month during the term.
4. Tenant may discontinue membership in the Amenity Package at the time that the offer of renewal of the lease for the Apartment is made by Owner.
5. Use of the Amenity Package facilities shall be conditioned upon Tenant remaining as a Tenant at the subject premises, such that Amenity Package use shall not continue beyond the tenancy.
6. Tenant shall indemnify and defend Owner and Owner's officers, directors, shareholders, agents and employees from and against any loss, damage, liability, claim or expense arising out of injury to Tenant resulting from their use of the Amenity Package and the equipment therein and/or arising from any act or neglect of Tenant or any other Amenity Package users. The foregoing indemnities shall include reasonable attorneys' fees. In addition, Tenant shall reimburse Owner for any supplies consumed and any damage to the Amenity Package facilities caused by Tenant.
7. Tenant shall abide by all rules and regulations attached, as well as any additional rules and regulations that Owner may adopt from time to time. Tenant shall ensure compliance with such rules, regulations and directives by all of Tenant's guests. Failure to abide by any rules, regulations and directives may result in ejection from the Amenity areas and/or suspension or termination of this Agreement in the sole and absolute discretion of the Owner.

8. The parties hereto have caused this Rider to be executed as of the day and year recited below as the date signed by Owner.

Rules and Regulations

The following rules have been adopted to govern the operation of the Amenities and are in effect until repealed, amended or otherwise modified.

1. Everyone who uses the Amenities must first submit a properly executed rider agreement to the Owner.
2. All authorized users of the Amenities must submit to the method of screening for entry into the facility designated by Owner. No unauthorized person may be granted access to the Facility in lieu of or in addition to such authorized persons.
3. Because of the size of the Amenities and uncertainty of the volume of usage, all authorized users who do not have to use the Facility during the “high volume times” are encouraged to use it at other times.
4. Only registered Tenants may use the Amenities.
5. **Guests** - Tenant shall be permitted to host no more than **two (2) guests** in the amenity spaces at any one time. Tenant must remain present with such guests for the duration of their use of the amenity spaces, and shall be responsible for the conduct of all guests in accordance with the Lease and all building rules and regulations. Should Tenant wish to host more than two (2) guests, Tenant must reserve the applicable amenity space for private use in accordance with the Private Reservations Policy by contacting the Property Management office, and Tenant shall be responsible for all applicable fees and charges associated therewith.
6. The Amenities will be open during such hours as deemed appropriate by Owner. Owner reserves the right to temporarily close the facility for cleaning, maintenance and other activities.
7. No radios, tape, CD players, digital media players or audio equipment of any other kind may be used in the Amenities except with headphones.
8. All persons using the Amenities are responsible for returning the equipment and furniture to the proper location and cleaning up after themselves as the Amenities will be unattended. No personal belongings should be left overnight and no equipment or furniture should be removed from the Amenities. Trash must be placed in the container(s) provided. We urge members to keep the Amenities the way you would hope to find it when you arrive.
9. No food or drink (with the exception of water) is permitted anywhere in the Amenities.
10. Pets are not permitted in the Amenities except as permitted by applicable law.
11. Smoking is not permitted in the Amenities.
12. Each Tenant must wear proper clothing when using the Amenities.
13. Use of the Amenities is at your own risk.
14. Tenant understands and acknowledges that in the event the Tenant fails to leave the Amenities areas clean, or cause any damage to such areas, the Tenant shall be responsible for the cost of any and all necessary repairs and/or restorations, and for the cost of cleaning the area at the rate of \$500 per hour.

General Information: Please be considerate of other Amenities users. Any comments or suggestions or violations of any Rules & Regulations should be reported immediately to the Owner. Any infraction of the Rules & Regulations may result in revocation of license to use the Amenities.

Would you be interested in utilizing our property amenities?

Yes, I agree to the Amenity Fee Charge

No, I do not wish to opt into the Amenity Charge and understand I will not have access to the amenities

Tenant:

Signature:  _____

Print Name: _____

Signature: _____

Print Name: _____

Landlord or Landlord's Representative:

Signature: Genesis Sequeira

Print Name: _____

New York Utility Rider

This Rider is incorporated into the Lease entered on December 31, 2025, by and between KRE 540 Fulton Owner LLC (the “Landlord”) and Alexis Mosier (the “Tenant”) for the unit located at 540 Fulton St. # 24D, Brooklyn, NY 11201 (the “Unit”). Any conflict between the terms of the Lease and this Rider shall be resolved in favor of this Rider. Landlord and Tenant agree as follows:

1. **HOW ARE UTILITIES AND SERVICES BILLED.** Each utility or service provided to the Unit will be paid by the Landlord or by the Tenant as indicated below. If paid by the Tenant, utility usage may be measured by a meter read and billed by either the local utility company or the Landlord. When metering in the unit is not feasible, the Landlord may implement a Ratio Utility Billing System (“RUBS”), in which each unit’s fair share of the utilities is determined by a formula that may include variables such as the unit’s square footage, number of occupants, some other variable, or some combination of these variables. To the extent permitted by law, Landlord may alter the method by which utilities are charged. For each billing utility or service below, please refer to the Methodology Table for details.

Utility or Service	Unit Allocation	Common Areas Allocation
Water	Landlord Paid (N/A)	Landlord Paid (Common1)
Sewer	Landlord Paid (N/A)	Landlord Paid (Common1)
Stormwater / Drainage	Landlord Paid (N/A)	Landlord Paid (Common1)
Gas	Landlord Paid (N/A)	Landlord Paid (Common1)
Heating or Gas Oil	Directly Metered (Sub4)	Landlord Paid (Common1)
Steam Heat	Landlord Paid (N/A)	Landlord Paid (Common1)
Electricity	Directly Metered (Sub4)	Landlord Paid (Common1)
Domestic Hot Water	Landlord Paid (N/A)	Landlord Paid (Common1)
Trash	Landlord Paid (N/A)	Landlord Paid (Common1)
Pest Control	Landlord Paid (N/A)	Landlord Paid (Common1)
Cable / Satellite TV	Directly Metered (Sub4)	Landlord Paid (Common1)
Internet Access	Directly Metered (Sub4)	Landlord Paid (Common1)
Other:	Landlord Paid (N/A)	Landlord Paid (Common1)

Methodology Table

Method	Description
Landlord Paid (N/A)	Utility or service is paid for by the Landlord or not applicable.
Submeter Invoice Rate (Sub1)	Utility usage is metered and billed by the Landlord. Tenant is charged the average rate paid by the Landlord for service to the entire community.
Submeter Ratio Rate (Sub2)	Utility usage is metered and billed by the Landlord. Tenant is charged a percentage of the total utility bill to the community (including common areas) based on individual unit usage as compared to usage in other units. For example, a unit with 5% of all metered consumption pays 5% of the community’s bill.
Submeter Rate Structure (Sub3)	Utility usage is metered and billed by the Landlord. Tenant is charged the local utility provider’s rate for residential service.
Directly Billed to Tenant (Sub4)	Tenant must establish an account with the provider as indicated in Section 3 (Direct Billing by Local Utility Provider) below.
Energy Allocation Device (Sub5)	Utility usage is allocated through an indirect measurement device that takes into account unit temperature and/or device runtime to calculate usage.
Occupancy (RUBS1)	Utility usage is allocated and billed by the Landlord based on each unit’s occupancy as compared to other units. For example, a unit with two occupants would be allocated twice as much usage as compared to a unit with one occupant.



Method	Description
Factored Occupancy (RUBS2)	Utility usage or service cost is allocated and billed by the Landlord based on each unit's occupancy, multiplied by a factor, as compared to other units. Two occupants are counted as 1.6, three as 1.9, four as 2.2, and 0.3 per additional occupant. This results in two occupants paying 60% more than one, three occupants paying 30% more than two, four occupants paying 30% more than three occupants, and so forth.
Square Footage (RUBS3)	Utility usage or service cost is allocated and billed by the Landlord based on each unit's square footage as compared to other units. For example, a unit twice as large would be allocated twice as much usage.
50:50 (RUBS4)	Utility usage or service cost is allocated and billed by the Landlord based half on Occupancy (RUBS1) and half on Square Footage (RUBS3).
Flat Fee (RUBS5)	Utility usage or service cost is billed by the Landlord as a flat fee.
Per Unit (RUBS6)	Utility usage or service is evenly divided among all units.
Other (RUBS7)	Other allocation method described above.
Landlord Paid Common Area (Common1)	Common area for utility or service is paid for by the Landlord or is not applicable.
Tenant Paid Common Area (Common2)	Common area for utility or service is paid for by the Tenant.
CAD (Common3)	The Landlord will pay for utility usage associated with common areas. A deduction is made for common area usage.

2. **BASE FEES.** The Landlord may be billed for your community's utilities or services based on both usage and base fees that do not take into account usage. At the Landlord's discretion and as permitted by law, base fees from the local utility provider may be evenly split among all units, allocated based on usage, or allocated per a RUBS formula.

3. **DIRECT BILLING BY LOCAL UTILITY PROVIDER.** For each utility that Tenant is responsible to pay directly to the utility provider, Tenant shall establish an account with the utility provider on or before the Commencement Date, including, if applicable, an individual meter for Tenant in Tenant's name. Tenant's failure to timely establish and maintain an account with the utility provider or to timely pay the utility provider is a material breach of the Lease. Notwithstanding the preceding sentence, Tenant will timely repay Landlord for any directly billed utility that services the Unit and is Tenant's responsibility that is billed to Landlord. Tenant further consents to and gives Landlord the right to request any utility or service provider to provide Landlord information about Tenant's current and pending utility connections and disconnections of service to the Unit. Tenant will also pay \$50.00 as liquidated damages for any month for which Tenant does not transfer service to Tenant's name, also called Landlord's Vacant Cost Recovery ("VCR"). As it would be difficult to ascertain the actual damage caused by Tenant's failure to transfer service, Landlord and Tenant agree that the VCR fee is a reasonable fee for the damages that Landlord will suffer for assuming Tenant's responsibility in contacting the utility company, advancing Tenant's monthly payment, and incurring costs associated with handling the communications between Tenant and the utility company.

4. **FEES AND DUE DATES FOR LANDLORD BILLING.** When billed by the Landlord directly or through a third-party biller, Tenant must pay utility bills by the date the next rent payment is due, or the payment will be late. If a payment is late, Tenant will be responsible for a late fee as indicated below. The past due payment of a utility bill or failure to pay a utility bill is a material breach of the Lease. Additional payment procedures are as follows: . Utility fees that Landlord may charge to Tenant are:

- Monthly Administrative Billing Fee:
- Fee applies to the following utilities or services:
☐ Water ☐ Sewer ☐ Stormwater/Drainage ☐ Gas ☐ Heating or Gas Oil
☐ Steam Heat ☐ Electricity ☐ Domestic Hot Water ☐ Trash ☐ Pest Control
☐ Cable/Satellite TV ☐ Internet Access ☐ Other:

- Late Fee:
- Additional Fees (if any):

5. **UTILITY PAYMENT POST MOVE-OUT.** If Tenant breaches the Lease by vacating the Unit before the end of the term, Tenant will be responsible for utilities until the earlier of (i) the end of the term, or (ii) until the Unit is re-rented.

6. **FINAL ESTIMATED BILL.** Utilities are usually billed to Landlord after a tenant uses them. Accordingly, a utility company may issue the final utility bill for the Unit after Tenant moves out. To provide a better move out experience, Landlord will estimate Tenant's final bill either based on actual utility usage, or if actual usage is unable to be determined, either based on Tenant's prior utility usage or as permitted by applicable law. Tenant must pay this bill(s) at the time Tenant moves out, or it will be deducted from the Security Deposit and Tenant remains responsible for the actual amount owed. Tenant is responsible for any bills issued directly by a utility or service company to Tenant.

7. **WATER CONSERVATION.** Tenant shall notify Landlord of any leaks, drips, water fixtures that do not shut off properly, including, but not limited to, a toilet, or other problems with the water system, including, but not limited to, problems with water-saving devices. Landlord will investigate any such report by Tenant, and, if necessary, repair these problems.

8. **DISCLAIMER.** Unless caused by Landlord's willful acts or omissions, Landlord shall not be liable in any manner for any interruption in services or utilities to be provided to the Unit or common areas to the maximum extent permitted by law. Landlord shall use commercially reasonable efforts to facilitate the restoration of utility services in a timely manner. Tenant shall not be entitled to Rent abatement due to an interruption of utility services to the Unit or common areas unless otherwise provided by law. Tenant shall not engage in dangerous or wasteful behavior regarding Landlord's utilities. Landlord is entitled to amend, modify, or terminate any agreement with a utility or service provider or a Utility Billing Company at any time without notice to Tenant. If Landlord provides cable/satellite service, specific channels are not guaranteed, and the channel lineup provided by the service provider may change without notice. If Landlord provides internet access service, a minimum broadband speed and coverage area are not guaranteed.

9. **REQUIRED UTILITIES.** Any and all utilities listed in paragraph 1 of this Rider, if required by law to be paid by Landlord are, notwithstanding anything to the contrary in this Rider, paid by Landlord. If this Rider is attached to a lease for a unit in a building subject to New York's Rent Stabilization Law, charges for utilities are collected as Additional Charges.

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

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

Tenant:

Signature:  _____
 Print Name: _____

Signature: _____
 Print Name: _____

Landlord or Landlord's Representative:

Signature: Genesis Sequeira
 Print Name: _____

**§421-A RIDER TO LEASE AGREEMENT
(35 OR 40 YEAR 421-A BENEFITS)
AFFORDABLE UNITS**

LEASE DATED: <u>01/05/2026</u>	OWNER: <u>KRE 540 Fulton Owner LLC</u>
APARTMENT: <u>24D</u> in BUILDING at <u>KRE 540 Fulton Owner LLC, 540 Fulton Street, Brooklyn, NY 11201</u>	
TENANT: <u>Alexis Mosier</u>	

Tenant ("You") are about to sign and deliver to Owner a Lease or a Lease Renewal (the "Lease") for the Apartment in the Building indicated above, dated as of the date shown above. In order to induce Owner to sign the Lease and rent the Apartment to You, You acknowledge and agree that:

**I. NOTICE REGARDING EXPIRATION OF RENT STABILIZATION &
§ 421-A TAX BENEFITS**

THE LEASE IS SUBORDINATE TO THE TERMS OF A CERTAIN § 421-A RESTRICTIVE DECLARATION EXECUTED OR TO BE EXECUTED BY OWNER (THE "§ 421-A RESTRICTIVE DECLARATION"). THE § 421-A RESTRICTIVE DECLARATION IMPOSES CERTAIN CONDITIONS ON OWNER UNTIL IT TERMINATES ON A DATE WHICH IS 35 YEARS FROM THE DATE OF COMPLETION OF CONSTRUCTION (COMMENCING ON THE ISSUANCE OF THE EARLIER OF (A) THE FIRST TEMPORARY CERTIFICATE OF OCCUPANCY FOR ALL RESIDENTIAL AREAS IN THE BUILDING OR (B) A PERMANENT CERTIFICATE OF OCCUPANCY FOR THE ENTIRE BUILDING). THIS PERIOD IS CALLED THE "RESTRICTION PERIOD." OWNER IN GOOD FAITH BELIEVES THAT THE RESTRICTION PERIOD WILL END ON OR ABOUT 12/06/2058

PURSUANT TO THE § 421-A RESTRICTIVE DECLARATION, THE APARTMENT IS SUBJECT TO THE RENT STABILIZATION LAW ("RSL") AND CODE ("CODE"). THE COLLECTIBLE RENTS FOR THIS AFFORDABLE UNIT SHALL NOT EXCEED 30% OF % OF AREA MEDIAN INCOME ("AMI") DURING THE RESTRICTION PERIOD ("PERMITTED RENT"). TENANTS HOLDING A LEASE AND IN OCCUPANCY AT THE EXPIRATION OF THE RESTRICTION PERIOD SHALL HAVE A RIGHT TO REMAIN AS RENT STABILIZED TENANTS FOR THE DURATION OF THEIR OCCUPANCY. FOLLOWING THE EXPIRATION OF THE RESTRICTIVE PERIOD, TENANTS IN OCCUPANCY MAY BE CHARGED A RENT IN EXCESS OF THE PERMITTED RENT, UP TO AND INCLUDING THE LEGAL REGULATED RENT, AS PERMITTED BY THE RSL AND CODE. ONCE A LAWFUL TENANT IN OCCUPANCY OF THE APARTMENT VOLUNTARILY VACATES AFTER THE EXPIRATION OF THE RESTRICTION PERIOD, THE APARTMENT WILL NO LONGER BE SUBJECT TO RENT STABILIZATION.

FURTHER, OWNER HAS OBTAINED OR EXPECTS TO OBTAIN REAL ESTATE TAX EXEMPTION BENEFITS PURSUANT TO REAL PROPERTY TAX LAW SECTION 421-A ("§ 421-A") FOR A TERM OF 35 YEARS. OWNER IN GOOD FAITH BELIEVES THAT THE § 421-A TAX BENEFITS WILL EXPIRE ON OR ABOUT 12/06/2058. UPON THE EXPIRATION OF THE LEASE IN EFFECT WHEN THE § 421-A TAX BENEFITS END, THE APARTMENT

WILL REMAIN RENT STABILIZED, FOR SO LONG AS REQUIRED BY THE § 421-A RESTRICTIVE DECLARATION. AS SET FORTH IN THE § 421-A RESTRICTIVE DECLARATION, THE APARTMENT WILL REMAIN SUBJECT TO THE RSL AND CODE UNTIL THE LAWFUL TENANT VOLUNTARILY VACATES THE APARTMENT AFTER THE EXPIRATION OF THE RESTRICTIVE PERIOD.

THE LEGAL REGULATED RENT OF THE APARTMENT WILL BE SUBJECT TO PERIODIC RENT INCREASES, AS PERMITTED BY THE RSL AND CODE AND AS APPROVED BY THE RENT GUIDELINES BOARD ("RGB"). HOWEVER, THE ACTUAL RENT CHARGED DURING THE RESTRICTIVE PERIOD WILL BE SUBJECT TO THE PERMITTED RENT. ANY INCREASES IN THE LEGAL REGULATED RENT GRANTED BY THE RSL, CODE, AND RGB SHALL BE MADE TO THE LEGAL REGULATED RENT SHOWN IN THE ORIGINAL LEASE OR THE MOST RECENT LEASE RENEWAL NOTICE AS APPLICABLE.

TENANT ACKNOWLEDGES THAT HE OR SHE HAS BEEN INFORMED OF OWNER'S RIGHT TO INCLUDE THIS PROVISION IN THE LEASE.

TENANT UNDERSTANDS AND AGREES THAT LANDLORD'S DETERMINATION THAT TENANT QUALIFIES AS AN ELIGIBLE TENANT (AS MORE SPECIFICALLY SET FORTH IN PARAGRAPH 3(C) HEREOF) IS BASED SOLELY UPON THE STATEMENTS, REPRESENTATIONS, CERTIFICATIONS, AND VERIFICATION DOCUMENTATION GIVEN TO LANDLORD BY OR ON BEHALF OF TENANT, INCLUDING BUT NOT LIMITED TO A COPY OF TENANT'S MOST RECENTLY FILED FEDERAL INCOME TAX RETURN AND SUCH THIRD-PARTY INCOME VERIFICATION OR OTHER PROOF AND DOCUMENTATION REASONABLY REQUIRED BY LANDLORD UNDER APPLICABLE LAW AND PROGRAM RULES PURSUANT TO PARAGRAPHS 3(B) AND 5 HEREOF. TENANT HEREBY AFFIRMS THAT THE STATEMENTS, REPRESENTATIONS, CERTIFICATIONS, AND VERIFICATION DOCUMENTATION PROVIDED TO LANDLORD BY OR ON BEHALF OF TENANT ARE TRUTHFUL AND ACCURATE. TENANT ACKNOWLEDGES AND AGREES THAT ANY FALSE, FRAUDULENT, MISLEADING, OR INCOMPLETE STATEMENT, REPRESENTATION, CERTIFICATION, DOCUMENTATION, OR OTHER INFORMATION MADE OR FURNISHED BY OR ON BEHALF OF TENANT IN CONNECTION WITH TENANT'S APPLICATION FOR THE APARTMENT, TENANT'S INITIAL CERTIFICATION OF ELIGIBILITY, OR ANY RECERTIFICATION OF ELIGIBILITY, SHALL CONSTITUTE MATERIAL NONCOMPLIANCE UNDER THE LEASE, IN WHICH EVENT THE LEASE SHALL BE SUBJECT TO RESCISSION OR TERMINATION BY LANDLORD AND TENANT SHALL BE SUBJECT TO EVICTION.

SUBLETTING OR ASSIGNMENT OF THE LEASE OR TENANT'S RIGHTS UNDER THE LEASE IS PROHIBITED BY LAW, SINCE OCCUPANCY OF THE APARTMENT IS GOVERNED BY THE REQUIREMENTS OF THE CODE AND RELATED REGULATIONS AS WELL AS THE PROVISIONS OF THE REGULATORY AGREEMENT AND/OR RESTRICTIVE DECLARATION. THE PROVISIONS OF THIS RIDER WITH REGARD TO ASSIGNMENT OR SUBLETTING WILL SUPERSEDE, PREVAIL OVER, AND PRE-EMPT ANYTHING TO THE CONTRARY CONTAINED IN THE LEASE, INCLUDING, WITHOUT LIMITATION, THE "RENT STABILIZATION LEASE RIDER" PROVIDED TO TENANT AS PART OF THE LEASE. VIOLATION OF THE PROVISIONS OF THIS PARAGRAPH SHALL CONSTITUTE A MATERIAL BREACH OF THE LEASE WHICH BREACH SHALL BE GROUNDS FOR TERMINATION OF THIS LEASE BY LANDLORD AND EVICTION OF TENANT.

II. YOUR CONFIRMATION

By signing this Rider below, You confirm that You have read and understand this Rider, and that you agree to all of its terms and requirements. If more than one person is a tenant under the Lease, each of us signing below, acknowledges, represents and agrees with the foregoing.

Tenant:

Signature: _____
Print Name: _____

Signature: _____
Print Name: _____

Landlord or Landlord's Representative:

Signature: Genesis Sequeira
Print Name: _____

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS

1. The owner of this building is required, under New York City Administrative Code section 27- 2017.1 et seq., to make an annual inspection for indoor allergen hazards (such as mold, mice, rats, and cockroaches) in your apartment and the common areas of the building. The owner must also inspect if you inform him or her that there is a condition in your apartment that is likely to cause an indoor allergen hazard, or you request an inspection, or the Department has issued a violation requiring correction of an indoor allergen hazard for your apartment. If there is an indoor allergen hazard in your apartment, the owner is required to fix it, using the safe work practices that are provided in the law. The owner must also provide new tenants with a pamphlet containing information about indoor allergen hazards.
2. The owner of this building is also required, prior to your occupancy as a new tenant, to fix all visible mold and pest infestations in the apartment, as well as any underlying defects, like leaks, using the safe work practices provided in the law. If the owner provides carpeting or furniture, he or she must thoroughly clean and vacuum it prior to occupancy. This notice must be signed by the owner or his or her representative, and state that he or she has complied with these requirements.

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

Signed: Genesis Sequeira

Print Name: _____

Date: _____

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

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

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

TENANTS SHOULD:



Keep homes clean and dry.



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



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



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



Use garbage cans with tight-fitting lids.



Let building staff into homes to make any needed repairs.



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



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

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

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

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



Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development

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

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



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

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



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

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



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

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

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

**ANNUAL NOTICE REGARDING INSTALLATION OF STOVE KNOB COVERS OR PERMANENT
STOVE SAFETY KNOBS WITH INTEGRATED LOCKING MECHANISMS**

The owner of this building is required, by Administrative Code §27-2046.4(a), to provide stove knob covers or permanent stove safety knobs with integrated locking mechanisms for each knob located on the front of each gas-powered stove to tenants in each dwelling unit in which the owner knows or reasonably should know a child under six years of age resides when requested to do so in writing by the tenant, unless there is no available stove knob cover or permanent stove safety knobs with integrated locking mechanisms that is compatible with the knobs on the stove. Tenants may request stove knob covers or permanent stove safety knobs with integrated locking mechanisms by marking the appropriate box on this form. Tenants may also request stove knob covers or permanent stove safety knobs with integrated locking mechanisms even if they do not have a child under age six residing with them, by marking the appropriate box on this form.

The owner must make the stove knob covers available within 30 days of the written request by the tenant. If the tenant does not notify the owner, in writing, that the tenant requests stove knob covers, the owner will not make the stove knob covers available to the tenant. Please also note that an owner is only required to provide replacement stove knob covers or permanent stove safety knobs with integrated locking mechanisms twice within any one-year period. You may request stove knob covers or permanent stove safety knobs with integrated locking mechanisms by checking the appropriate box on the form below, and by returning it to the owner at the address provided.

Please complete this form by checking the appropriate box, filling out the information requested, and signing. Please return the form to the owner at the address provided by 01/02/2026:

☐ Yes, I want stove knob covers or replacement stove knob covers for my stove.
☐ Yes, I want permanent stove safety knobs with integrated locking mechanisms for my stove.

There is a child under six residing in my apartment:

☐ YES
☐ NO

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

Print Name, Address, and Apartment Number:

Tenant Name: Alexis Mosier

Building address: 540 Fulton St. # 24D, Brooklyn, NY 11201

Apartment #: 24D

Return this form to: Leila Machkouri, 134 West 25th Street, 5th Floor , New York, NY 10001



Sprinkler System Notice

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

Landlord check one:

Option 1:

☐ There is NO maintained and operative sprinkler system in the leased premises.

Option 2:

☒ There is a maintained and operative sprinkler system in the leased premises. The last date on which the Sprinkler System was maintained and inspected was on 7/26/2024 12:00:00 AM.

Sprinkler System Notice provided to Tenants on December 31, 2025:

Tenant:

Signature:  _____

Print Name: _____

Signature: _____

Print Name: _____

Landlord or Landlord's Representative:

Signature: Genesis Sequeira

Print Name: _____



Información en Español en el otro lado.

Window Guards Required Lease Notice to Tenant

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

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

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

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

Check one:

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

Tenant's Name: _____

Tenant's Address: _____ Apartment Number: _____

Tenant's Signature:  _____ Date: _____

Return this form to:

Name of landlord (owner or managing agent): _____

Address of landlord (owner or managing agent): _____

For further information, call **311** and ask about window falls prevention.

*Except windows giving access to fire escapes or windows on the first floor that are required means of egress from the dwelling unit

Se requiere la instalación de rejas en las ventanas

Aviso de alquiler a los inquilinos

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 (dueño o agente que administra el inmueble) 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 solicita en cualquier oportunidad que instale rejas en las ventanas (no necesita dar una explicación).

Constituye una infracción de la ley negarse, interferir con la instalación, o retirar las rejas de las ventanas cuando se requiere tenerlas, o no completar y entregar este formulario a su casero. Si este formulario no es devuelto oportunamente, se procederá a realizar una inspección por parte del casero.

Seleccione una:

- ☐ 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 a pesar de que ningún niño de 10 años o menor vive en mi apartamento.

Nombre del inquilino: _____

Dirección del inquilino: _____ Número de apartamento: _____

Firma del inquilino:  _____ Fecha: _____

Entregarle esta forma a:

Nombre del casero (dueño o agente que administra el inmueble): _____

Dirección del casero (dueño o agente que administra el inmueble): _____

Para más información, llame al **311** y pregunte sobre cómo prevenir caídas de ventanas

*Con excepción de las ventanas que den acceso a las salidas de incendios o las ventanas del primer piso que constituyan un medio obligatorio de salida de la vivienda.

New York Smoking Policy Rider

This Rider is incorporated into the Lease entered on December 31, 2025, by and between KRE 540 Fulton Owner LLC (the “Landlord”) and Alexis Mosier (the “Tenant”) for the unit located at 540 Fulton St. # 24D, Brooklyn, NY 11201 (the “Unit”). Any conflict between the terms of the Lease and this Rider shall be resolved in favor of this Rider. Landlord and Tenant agree as follows:

1. DEFINITIONS.

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

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



Select:	Location(s) where smoking is not allowed:
☒ [X]	Inside of residential units*
☒ [X]	Outside of areas that are part of residential units, including balconies, patios and porches
☒ [X]	Outdoor common areas, including play areas, rooftops, pool areas, parking areas, and shared balconies, courtyards, patios, porches or yards
☒ [X]	Outdoors within 15 feet of entrances, exits, windows, and air intake units on property grounds
☐ []	Other areas/exceptions: N/A

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

7. **NO MARIJUANA.** Despite several states passing laws that allow medical and/or recreational use of marijuana, the federal Controlled Substance Act categorizes marijuana as a Schedule I substance and the manufacture, distribution, or possession of marijuana is a federal criminal offense. Furthermore, federal law does not require Landlord to accommodate the medical and/or recreational use, possession, or cultivation of marijuana. Landlord has determined that the use, possession, cultivation, distribution or manufacture of marijuana interferes with the health, safety, welfare and right to peaceful enjoyment of the Community. Accordingly, any use, possession, cultivation, distribution, or manufacture of marijuana by Occupants or Occupants' guests or invitees is prohibited in the Community, is a material violation of this Lease, and may result in termination of this Lease and/or eviction.
8. **COMPLAINT PROCEDURE.**
 - A. Complaints about smoke drifting into a residential unit or common area should be made promptly to the Landlord/Manager listed here:
Leila Machkouri
134 West 25th Street, 5th Floor , New York, NY 10001
 - B. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, building address, description of incident and apparent source of smoke.
9. **LANDLORD'S DISCLAIMER.** Tenant acknowledges that neither this Rider nor Landlord's adoption of "smoke free" areas creates a heightened standard of care or presumption of a standard of care owed by Landlord to Occupants (or Occupants' guests or invitees) with respect to making such "smoke free" areas safer, more habitable, or improved in terms of air quality standards, in comparison to areas where smoking is permitted. Landlord specifically disclaims any implied or express warranties that the Community will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warrant or promise that the Community will be free from secondhand smoke or vapor. Tenant acknowledges that Landlord's ability to monitor or enforce the provisions of this Rider is dependent in significant part on voluntary compliance by Occupants and Occupants' guests or invitees. Occupants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Rider than any other Landlord obligation under the Lease.
10. **CAPITALIZED TERMS.** Capitalized terms used and not otherwise defined in this Rider have the meanings given to them in the Lease.

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

Tenant:

Signature:  _____

Print Name: _____

Signature: _____

Print Name: _____

Landlord or Landlord's Representative:

Signature: Genesis Sequeira

Print Name: _____

PROCEDURE FOR TENANTS REGARDING SUSPECTED GAS LEAKS

The law requires the owner of the premises to advise tenants that when they suspect that a gas leak has occurred, they should take the following actions:

1. Quickly open nearby doors and windows and then leave the building immediately; do not attempt to locate the leak. Do not turn on or off any electrical appliances, do not smoke or light matches or lighters, and do not use a house-phone or cell-phone within the building;
2. After leaving the building, from a safe distance away from the building, call 911 immediately to report the suspected gas leak;
3. After calling 911, call the gas service provider for this building as follows:

Con Edison	(800) 752-6633
Provider	Number

PROCEDIMIENTO PARA LOS INQUILINOS CUANDO HAY SOSPECHA DE FUGA DE GAS

La ley requiere que el propietario de la casa o edificio informe a los inquilinos que cuando sospechan que se ha producido un escape de gas, deben tomar las siguientes medidas:

1. Abra rápidamente las puertas y ventanas cercanas y salga del edificio inmediatamente; No intente localizar el escape de gas. No encienda o apague ningún electrodoméstico, no fume ni encienda fósforos ni encendedores, y no utilice un teléfono de la casa o un teléfono celular dentro del edificio;
2. Después de salir del edificio, a una distancia segura del edificio, llame al 911 inmediatamente para reportar sus sospechas;
3. Después de llamar al 911, llame al proveedor de servicio de gas para este edificio, de la siguiente manera:

Con Edison	(800) 752-6633
Proveedor	Telefono

Tenant:

Signature:				
Print Name:				
Signature:				
Print Name:				

Landlord or Landlord's Representative:

Signature:	
Print Name:	



How To Recycle

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

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

Mixed Paper



Cardboard



No *hardcover books; waxed, soiled, or soft paper*

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



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

Metal



Rigid Plastic



Glass

bottles & jars



Cartons



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

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



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

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

 Printed on recycled paper, of course.

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

Document digitally signed using RENTCafe eSignature services. Document ID: 242188

nyc.gov/zerowaste



Como Reciclar

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

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

Papel Mixto



Cartón



No

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

Metal



Plástico Rígido



Vidrio Botellas y frascos



Envases de cartón



No

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

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



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

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



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

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

Impreso en papel reciclado.

nyc.gov/zerowaste
f t i y NYCzerowaste



What To Compost

Food Scraps

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



Food-soiled Paper

napkins, towels, tea bags, plates, coffee filters



Yard Waste

plants, trimmings, twigs, grass



No

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

No

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



sanitation

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

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

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

Name of tenant(s):

Subject Premises:

Apt. #:

Date of vacancy lease:

BEDBUG INFESTATION HISTORY
(Only boxes checked apply)

There is no history of any bedbug infestation within the past year in the building or in any apartment.

During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the _____ floor(s).

During the past year the building had a bedbug infestation history on the _____ floor(s) and it has not been the subject of eradication measures.

During the past year the apartment had a bedbug infestation history and eradication measures were employed.

During the past year the apartment had a bedbug infestation history and eradication measures were not employed.

Other: _____

Signature of Tenant(s):  Dated: _____

Signature of Owner/Agent: Genesis Sequeira Dated: _____

Pest Control Rider

This Rider is incorporated into the Lease entered on December 31, 2025, by and between KRE 540 Fulton Owner LLC (the “Landlord”) and Alexis Mosier (the “Tenant”) for the unit located at 540 Fulton St. # 24D, Brooklyn, NY 11201 (the “Unit”). Any conflict between the terms of the Lease and this Rider shall be resolved in favor of this Rider. Landlord and Tenant agree as follows:

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

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

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

4. **SELF-TREATMENT.** Tenant agrees not to self-treat any Pest infestation. Tenant understands that self-treating a Pest infestation may result in injuries to Tenant and/or cause the infestation to become worse.
5. **INSPECTION.** Tenant will allow Landlord to inspect the Unit for Pests as allowed by law. Tenant understands that used or second-hand furniture is one of the most frequent ways that Pests or bed bugs are introduced into a rental unit. Tenant agrees to inspect any used or second-hand furniture for Pests or bed bugs prior to moving it into the Unit. Tenant understands and agrees that unless Tenant is certain that any used or second-hand furniture is free from Pests and bed bugs that Tenant will not move the furniture into the Unit.



6. **PROCEDURE TO REPORT SUSPECTED INFESTATIONS.** Tenant shall immediately report to Landlord in writing any suspected or known Pest infestation in the Unit or in the Community. Tenant shall be financially responsible for the added cost of treatment or extermination due to Tenant's unreasonable delay in reporting the existence of Pests. Tenant shall also be financially responsible for the cost of treatment or extermination of any Pest infestation that arose due to the acts or inaction of Tenant. Any Tenant who fails to comply with preparation, inspection and/or treatment requirements will be responsible for the cost of any Pest treatment to the Unit and contiguous (connected) areas, if the need for those treatments are a result of Tenant's noncompliance.
7. **CAPITALIZED TERMS.** Capitalized terms used and not otherwise defined in this Rider have the meanings given to them in the Lease.

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

Tenant:

Signature:  _____
Print Name: _____
Signature: _____
Print Name: _____

Landlord or Landlord's Representative:

Signature: Genesis Sequeira
Print Name: _____

Information about Bed Bugs

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

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

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

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

Common signs and symptoms of a possible bed bug infestation:

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

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

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

Community Rules Rider

This Rider is incorporated into the Lease entered on December 31, 2025, by and between KRE 540 Fulton Owner LLC (the “Landlord”) and Alexis Mosier (the “Tenant”) for the unit located at 540 Fulton St. # 24D, Brooklyn, NY 11201 (the “Unit”). Any conflict between the terms of the Lease and this Rider shall be resolved in favor of the Lease. Landlord and Tenant agree as follows:

WELCOME! We would like to take this opportunity to welcome you to your new home. We want your stay to be enjoyable and comfortable; but your support and cooperation are necessary. To promote and maintain this Community, and as a condition of your tenancy, we have established the following rules, which are subject to change or addition. The Community Rules remind everyone to be courteous to others, and to respect their property. The most important rule is to use common sense to protect people and property from harm and to respect the rights of everyone (including other tenants, employees, independent contractors, etc.).

Except as set forth in the Lease, Landlord grants Tenant a non-exclusive license for the use of the common areas, amenities and other facilities located at the Community (collectively, the “Facilities”). Such license shall be effective for the term of the Lease and any renewal. All use of the Facilities shall be at Tenant’s sole risk. Landlord shall have the right to monitor and from time to time change the area, location and arrangement of the Facilities; make changes to the Community Rules; set hours of use, rates and charges (if not in violation of applicable law) for all Facilities; and temporarily or permanently close any Facilities, all without prior notice to Tenant.

The following rules and regulations currently apply to the Unit and Community and are subject to change upon notification to the Tenant.

General

1. These rules are necessary to ensure the proper use and care of the Unit and the Community, as well as for the safety of both Landlord and Tenant as well as other tenants, management staff and vendors.
2. Tenants and all household occupants are responsible for the actions and conduct of their guests and invitees at all times while their guests and invitees are in or about the Community and must ensure that they follow all Community Rules.
3. Landlord may bar entry, exclude or otherwise request any guest, person or invitee to leave the Community if, at Landlord’s sole discretion, the guest, person or invitee violates any Community Rules, causes a disturbance, or interferes with other tenants’ or employees’ quiet use and enjoyment of the Community.
4. During normal office hours only, Landlord may assist Occupants who have been locked out of their Unit and need assistance to regain entry. At all other times, access will be the sole responsibility of Tenant.
5. Occupants are reminded that Landlord does not provide law enforcement or private protection services for Occupants, guests, invitees or their property.
6. Occupants, guests and invitees shall not engage in any activity that violates any federal, state or local laws, including, but not limited to, any drug laws, and shall not engage in any behavior that could be considered as the commission of “waste”, that interferes with the operation of the Community’s business, and shall not allow or cause a nuisance, behave in a loud or obnoxious manner or engage in or permit guests or invitees to interfere with or threaten the rights, safety or health of other individuals within the Community.
7. In case of a disturbance or emergency, Occupants should call 911 or otherwise request assistance from the appropriate local authority (police department, fire department, paramedics, etc.). Landlord requests that Tenant notify Landlord **after** Tenant has called the proper local authority.
8. Use all locks on exterior doors and windows in a reasonable manner.
9. Occupants shall not give any keys or copies of keys to the Unit, any Building, or the Community or its Facilities to any person other than those listed on the Lease, without the prior written consent of Landlord.
10. Any failure to act by Landlord with regard to any specific violation or breach of these Community Rules by Occupants does not operate as a waiver and will not prevent Landlord’s right to act on any future violation or breach by Occupants.



11. Tenant must reimburse Landlord for any damage to the Unit or Community or losses suffered by Landlord arising from or related to Occupants' or their guests or invitees' failure to follow these Community Rules.

Use of Unit and Common Areas

1. In addition to these Community Rules, Landlord may from time to time post specific regulations regarding the use of recreational and other common Facilities, including but not limited to, the pool, business office and laundry Facilities (if applicable). Occupants, their guests and invitees must obey all posted regulations, including posted hours of operation.
2. Tenant's Unit or the Community shall not be used for any illegal activity whatsoever or for any activity that in the reasonable opinion of Landlord may damage or injure the Unit, Community, or other persons or property.
3. It is the Tenant's responsibility to keep balconies and patios in a clean and orderly condition. Storing of cartons, garbage, boxes, appliances, or other visually objectionable items on the patio or balcony is prohibited. Clotheslines or clothes hanging over balconies are not permitted. Hanging clothes and towels out to dry or use of the patio or balcony as a general storage area is not permitted. Seasonal and holiday decorations are not allowed without prior written permission from Landlord. If allowed, seasonal and holiday decorations must be reasonable, must not interfere with or disturb other tenants' quiet enjoyment of the Community, and must be promptly removed within a reasonable time after the holiday, not to exceed 14 days or as otherwise directed by Landlord. Grilling or barbecuing is not permitted on balconies or patios.
4. Unless provided by Landlord, the use and storage of all charcoal burners and other open-flame devices fueled by combustible or flammable gases, liquids, and solids, including, barbeque grills, clay chimneys and fire pits, are prohibited.
5. No flammable gases such as propane, or flammable liquids such as lighter fluid, oil, kerosene or gasoline are allowed in the Unit, and Tenant will be responsible for any damages and losses arising from such items.
6. Outside doors are not to be propped open under any circumstances.
7. The hanging of plants or other items from stucco ceilings, walls or other fixtures is prohibited.
8. Items, including, but not limited to, brooms, mops, bicycles, and tools must be kept inside the Unit at all times.
9. Tenant may hang pictures, mirrors, and other items on the inside walls of the Unit, provided Tenant uses only a reasonable number of small nails. Large nails, screws, tape hangers, bolts, etc. are not permitted. No tape, contact paper, or glue may be affixed to doors, walls, or appliances.
10. Tenant shall not cause or allow loud or boisterous activity and/or disturbing noises within the Unit (including balconies or patios) or in the common areas of the Community. Radios, televisions, stereos, musical instruments, or any other noise producing devices shall not be played in a manner that disturbs other tenants, neighbors or employees at any time. Between the hours of 10 p.m. and 8 a.m., the volume of all such devices shall be maintained at a level such that it cannot be heard in adjacent units or common areas of the Community, including any hallway outside of a Unit. No noxious odors, vibrations or odors that otherwise interfere with other tenants' quiet use and enjoyment of the premises shall be permitted.
11. Profanity, cursing, and the use of racial, ethnic, sexual orientation, or immigration status-based slurs in common areas, on patios and balconies, in the Community, or within the Unit – if such language may be overheard by others outside of the Unit – is prohibited.
12. Aerials or antennas for radios, televisions, or CBs shall not be placed or erected on balconies, patios, or the exterior of the Building.
13. Lounging and unnecessary loitering in common areas, including the hallways, on public steps, or on public balconies in such a way as to interfere with the convenience of, or quiet enjoyment of the Community by, other tenants, is prohibited.
14. No skateboarding, inline skating, rollerblading, bicycling, or the use of other wheeled recreational devices are permitted in any common areas, including, but not limited to, corridors, sidewalks, laundry rooms, parking areas, garages, or in the pool area.
15. No personal items may be left in any common areas. If any items are left in any common areas, they shall be deemed to have been abandoned and subject to disposal as permitted by law.

16. Trash, garbage, or other waste shall not be kept on or in any common areas, including, but not limited to, parking areas, lobbies, hallways, stairwells, or sidewalks. No trash, garbage, or other waste shall be incinerated in any part of the Unit or the Community. Tenant is responsible for removing all trash, garbage, and other waste from the Unit in a clean and safe manner. All trash, garbage, and other waste shall be placed in a sealed garbage bag and deposited with care in the designated receptacle bins or dumpster.
17. If Occupants wish to dispose of any large items, it is the responsibility of Tenant to make special arrangements in accordance with applicable laws or ordinances, to dispose of such items. Any charges incurred by Landlord as a result of Occupants' failure to comply with this rule will be the responsibility of Tenant.
18. Tenant agrees not to dispose of certain items, including, but not limited to, grease, bones, stringy vegetable, cloth, metal, glass, wool, plastic, condoms, or feminine hygiene products, down the garbage disposal, sinks, or toilets. Tenant should run plenty of water when using the garbage disposal. Tenant will be responsible for any damage caused by the misuse of the garbage disposal, sinks, or toilets.
19. Tenant shall not allow any animal in the Community, even temporarily, unless otherwise agreed to by a separate written Animal Addendum.
20. The use or discharge of any type of weapon, air gun, or explosive, including, but not limited to, legally possessed firearms, BB or pellet guns, fireworks, or other similar items in or near the Community, is prohibited with the exception that a firearm may solely be discharged in self-defense. Except as may be permitted by applicable law, the display of any firearm or weapon is prohibited if displayed or used in a manner that may reasonably cause another individual to feel threatened or uneasy.
21. Under the Federal Communications Commission order, a tenant has a limited right to install a satellite dish or receiving antenna in the Unit or on the Building. Landlord may impose reasonable restrictions relating to such installation. Tenant is required to comply with these restrictions as a condition of installing such equipment.
22. Unless installed by Landlord, personal window-mounted air-conditioner units and portable heating/cooling units are prohibited.
23. No advertisements, notices, or other lettering shall be exhibited, displayed, inscribed, painted or affixed, in, on, or upon any part of the Building (including in any window) without Landlord's prior written consent.
24. Tenant agrees not to overload the plumbing or electrical systems.

Maintenance

1. Tenant must immediately report to Landlord any defects, breakage, or maintenance problems in the Unit or Community, including, but not limited to, leaky faucets, toilets, broken windows, wet areas on walls or floors, or water intrusion of any kind, or any other condition that could pose a threat of injury to person or property. Failure to report such problems immediately could make Tenant liable for additional damages.
2. If a problem occurs when the office is closed, Tenant shall call Landlord's phone number and speak to the answering service and explain the problem. Tenant may not knock at the door or otherwise bother management staff when they are off duty or in their private residence.
3. In case of a maintenance emergency:
 - Plumbing: In case of stoppage or overflow, turn off the "Shut Off" valve nearest the problem fixture. Do not use the fixture. Notify Landlord. A clogged toilet is only considered an emergency if there is no other working toilet in the Unit.
 - Electrical: Check breakers, flip all the way to "off" and then to "on". If that does not resolve the problem, notify Landlord. DO NOT ATTEMPT TO PERFORM ANY ELECTRICAL REPAIRS YOURSELF.

Laundry (if provided by Landlord)

1. Do not overload washers or dryers. Please keep dryer vents clean to prevent fires. Should Occupants misuse the washers or dryers, Tenant may be held responsible for the cost to repair or replace any damage.
2. Please be considerate and remove your laundry from the washers and dryers promptly. Landlord is not responsible for any loss or damage to personal property.

Recreation Facilities (if available)

1. Recreational Facilities may include, but are not limited to, fitness rooms including weight and cardio rooms, locker rooms, saunas, spas, basketball courts, tennis courts, playgrounds, theater rooms, and business centers (the "Recreation Facilities").
2. Any posted signs listing the specific rules of the Recreation Facilities must be observed at all times. All Recreation Facilities shall be used only during posted hours of operation.
3. Tenant must accompany all guests and invitees when they are using the Recreation Facilities.
4. All persons using the Recreation Facilities do so at their own risk. Landlord is not responsible for any personal property left unattended in the Recreation Facilities.
5. Pets are not permitted in or around the Recreation Facilities.
6. Tenant understands that the Recreational Facilities are strictly an amenity, and that the use of this amenity is not guaranteed under the terms of the Lease. To the extent permitted by law, any interruption to or availability of the use of the Recreational Facilities for maintenance, repair, health emergencies or other lawful reasons will not violate any terms of the Lease. No Landlord provided Recreational Facilities, and no common areas, may be used by any Tenant for any commercial or business purpose including teaching classes or training without Landlord's prior written consent.

Swimming Pool Rules (if available)

1. Occupants are reminded that no lifeguard is on duty at any time.
2. All persons using the pool or pool area do so at their own risk.
3. All persons using the pool must abide by all federal, state, county, city and similar pool regulations, as well as all rules posted at or near the pool area.
4. The pool gate must remain closed and may not be propped open, or its automatic closing feature disabled, or tampered with at any time. NO EXCEPTIONS.
5. Tenant must accompany guests and invitees when they are visiting and using the pool.
6. Any person who is not toilet trained or who is incontinent may not use the pool unless rubber pants, swim diapers, or special swimsuits are worn. Changing of diapers in the pool or pool area is prohibited. Cleaning off soiled infants or other incontinent persons in the pool water is prohibited.
7. Persons using the pool must wear appropriate and clean swimwear attire.
8. No diving is allowed. Loud or boisterous activities are not permitted in the pool or pool area. Surfboards, boogie boards, and inflatable rafts or tubes are prohibited.
9. Throwing of debris or items into the pool is prohibited. Hair clips and bobby pins must be removed from hair before using the pool.
10. No personal stereo equipment may be used in the pool or pool area, unless using headphones or ear buds.
11. Glass food and beverage containers are not allowed in the pool or pool area. Drinks are allowed in the pool area only if served in cans, paper, or plastic containers. No alcoholic beverages are allowed in the pool or pool area.
12. All pool furniture and equipment shall remain in the enclosed pool area and must be returned to its proper place after use. Personal furniture shall not be moved into the pool area.
13. Playing with the safety equipment or on the pool ladder is prohibited. Pool gauges, temperature controls, and water levels are not to be changed. Any area where pool maintenance equipment is located is off-limits.
14. No intoxicated person, or anyone under the influence of drugs, may use the pool or be present in the pool area.
15. All Occupants, their guests and invitees, should cooperate in maintaining cleanliness and sanitation of the pool and pool area.
16. Tenant understands that the swimming pool is strictly an amenity, and that the use of this amenity is not guaranteed under the terms of the Lease. To the extent permitted by law, any interruption to or availability of the use of the pool for maintenance, repair, health emergencies or other lawful reasons will not violate any terms of the Lease.

Move-Out Information

1. Prior to vacating the Unit, Tenant should thoroughly clean the walls, kitchen and bathroom cabinets, stove/oven, kitchen and bathroom sinks, bathtubs, showers, toilets, plumbing fixtures, windowsills,

baseboards, closets and closet shelving, and vacuum/mop the floors to bring the Unit back to its condition at the time of move-in, normal wear and tear excluded.

2. All of Tenant's personal property must be removed from the Unit and Community on or before the move-out date. Any personal property remaining in the Unit will be treated as abandoned property and may be disposed of in accordance with the law.
3. Tenant shall provide Landlord with a written notice of a forwarding address so that Landlord can return any security deposit, if applicable, or send the itemization of any security deposit withholding.

Rider Construction

1. Capitalized terms used and not otherwise defined in this Rider have the meanings given to them in the Lease.

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

A violation of the above rules constitutes a material violation of Tenant's Lease and is a good cause for tenancy termination and Tenant eviction. These rules shall not be construed to create or establish a standard of care or duty by the Landlord beyond the terms set forth in the Lease or under applicable law.

Tenant:

Signature:  _____
Print Name: _____
Signature: _____
Print Name: _____

Landlord or Landlord's Representative:

Signature: Genesis Sequeira
Print Name: _____

Mold Information and Prevention Rider

This Rider is incorporated into the Lease entered on December 31, 2025, by and between KRE 540 Fulton Owner LLC (the "Landlord") and Alexis Mosier (the "Tenant") for the unit located at 540 Fulton St. # 24D, Brooklyn, NY 11201 (the "Unit"). Any conflict between the terms of the Lease and this Rider shall be resolved in favor of this Rider. Landlord and Tenant agree as follows:

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

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

Tenant:

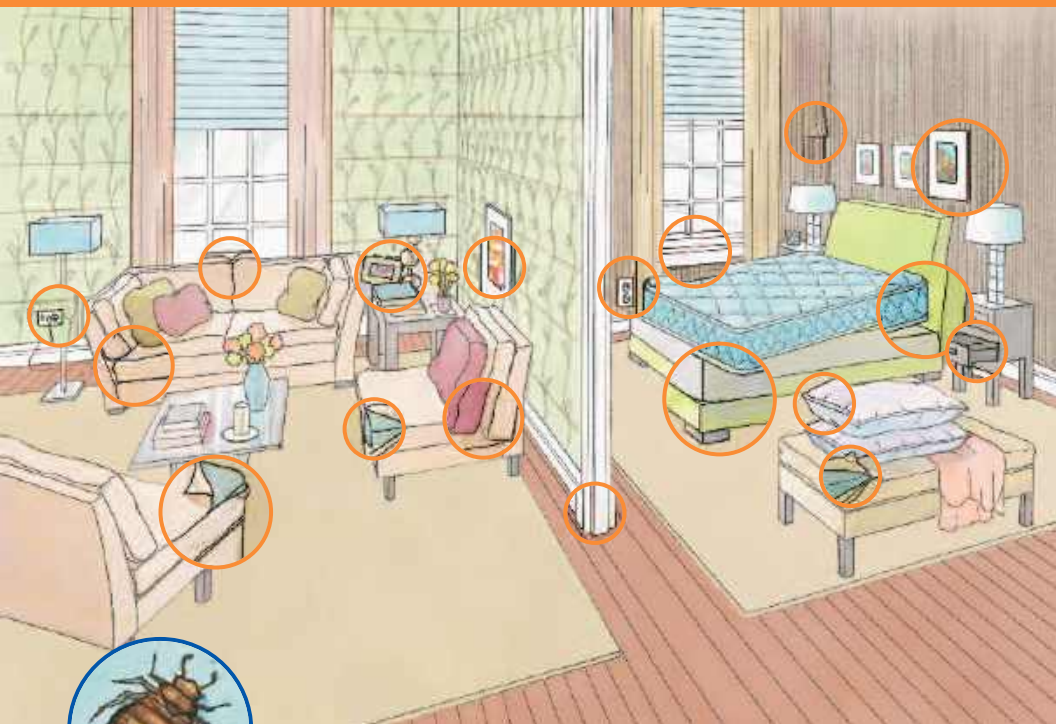
Signature:  _____
Print Name: _____
Signature: _____
Print Name: _____

Landlord or Landlord's Representative:

Signature: Genesis Sequeira
Print Name: _____



Preventing and Getting Rid of Bed Bugs Safely



*A Guide for Property Owners,
Managers and Tenants*



A Healthy Homes Guide

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Using This Guide

Bed bug infestations are increasingly common in New York City. There are steps that can be taken to prevent bed bugs from infesting your home. When bed bugs are present, they can be safely controlled.

This guide will help you:

1. Learn more about bed bugs and how they thrive.
2. Prevent bed bugs from infesting your home.
3. Safely rid your home of bed bugs if they do occur.
4. Select and work with a pest control professional.

Recognizing a Bed Bug

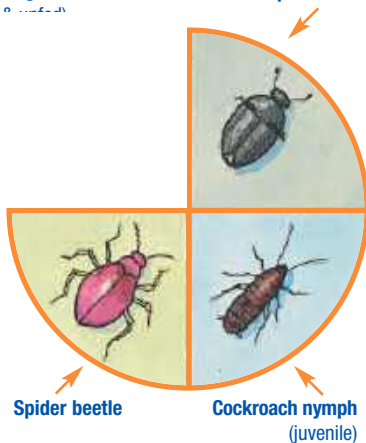
From its appearance

Bed bugs are small insects that feed mainly on human blood. A newly hatched bed bug is semi-transparent, light tan in color, and the size of a poppy seed. Adult bed bugs are flat, have rusty-red-colored oval bodies, and are about the size of an apple seed.

Bed bugs can be easily confused with other small household insects, including carpet beetles, spider beetles and newly hatched cockroaches (nymphs).

Bed bug adult
(fed)

Carpet beetle



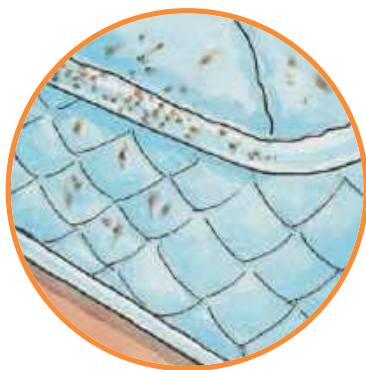
Spider beetle

Cockroach nymph
(juvenile)

From its markings, droppings and eggs

Blood stains, droppings and eggs can be found in several locations including:

- Mattress seams and tufts, sheets, pillow cases and upholstered furniture.
- Crevices and cracks in furniture.
- Baseboards of walls.



From its bite

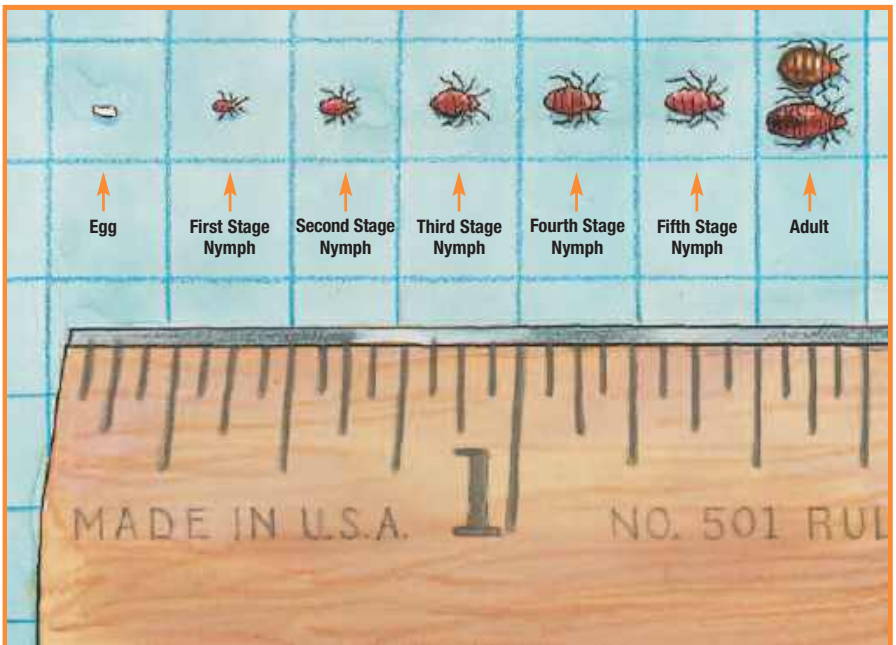
Some people do not react to bed bug bites. But for those who do, bite marks may appear within minutes or days, usually where skin is exposed during sleep. They can be small bumps or large itchy welts. The welts usually go away after a few days. Because the bites may resemble mosquito and other insect bites, a bump or welt alone does not mean there are bed bugs.



How Bed Bugs Grow and Reproduce

Bed bugs are most active when we sleep. They crawl onto exposed skin, inject a mild anesthetic and suck up a small amount of blood. Most people never feel the actual bite.

Bed bugs need a blood meal to grow and lay eggs. A female lays 5-7 eggs per week and if fed, will lay 200-500 eggs in her life. Eggs take about 10 days to hatch. Bed bugs are fully grown in 2 to 4 months and can live as long as a year.



The Health Effects of Bed Bugs

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

- Bed bug bites can be very itchy and irritating. Most welts heal in a few days but in unusual cases, the welt may persist for several weeks. Usually an anti-itching ointment will help, but if bites become infected, people should see their doctor.
- The anxiety about being bitten can lead to sleeplessness, which can affect one's wellbeing. Properly and effectively responding to bed bugs helps to keep anxiety in check.

Some people become so desperate that they use illegal or excessive amounts of pesticides that can lead to poisonings. This guide provides advice on how to get rid of bed bugs safely.

Preventing Bed Bugs from Infesting Your Home

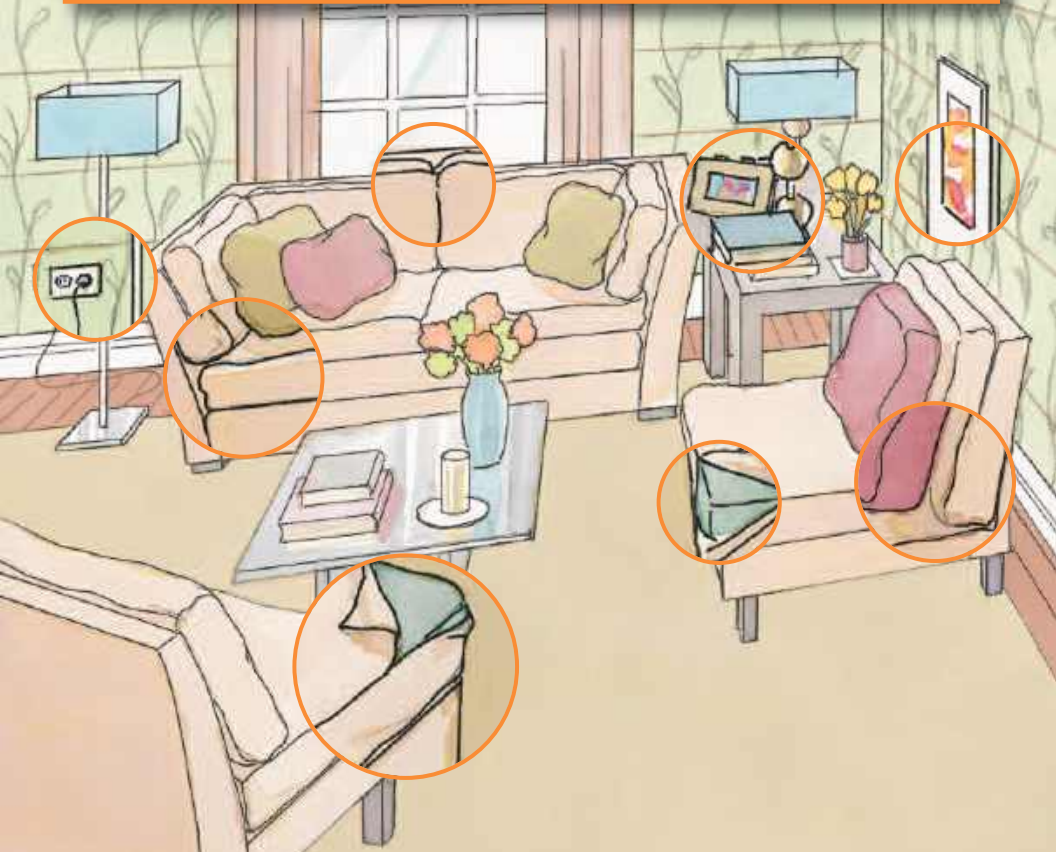
Bed bugs can enter homes by latching onto used furniture, luggage and clothing, and by traveling along connecting pipes and wiring.

- Never bring bed frames, mattresses, box springs or upholstered furniture found on the street into your home.
- Check all used or rented furniture for bed bugs.
- When traveling, inspect the bed and furniture. Keep suitcases off the floor and bed, and inspect them before you leave.
- If you suspect you have been around bed bugs, immediately wash and dry your clothing on hot settings or store it in a sealed plastic bag until you can.
- Seal cracks and crevices with caulk, even if you don't have bed bugs. This will help prevent bed bugs and other pests from coming in.



Inspecting for Bed Bugs

Look for bed bugs, blood stains, droppings and eggs (a flashlight and a magnifying glass will help). Start by looking in an area 10-20 feet around where you sleep or sit. That's the distance a bed bug will usually travel. Keep a written record of every room and location where you find signs of bed bugs. Share this record with a pest control professional.



Check mattresses, box springs, bed frames and bedding

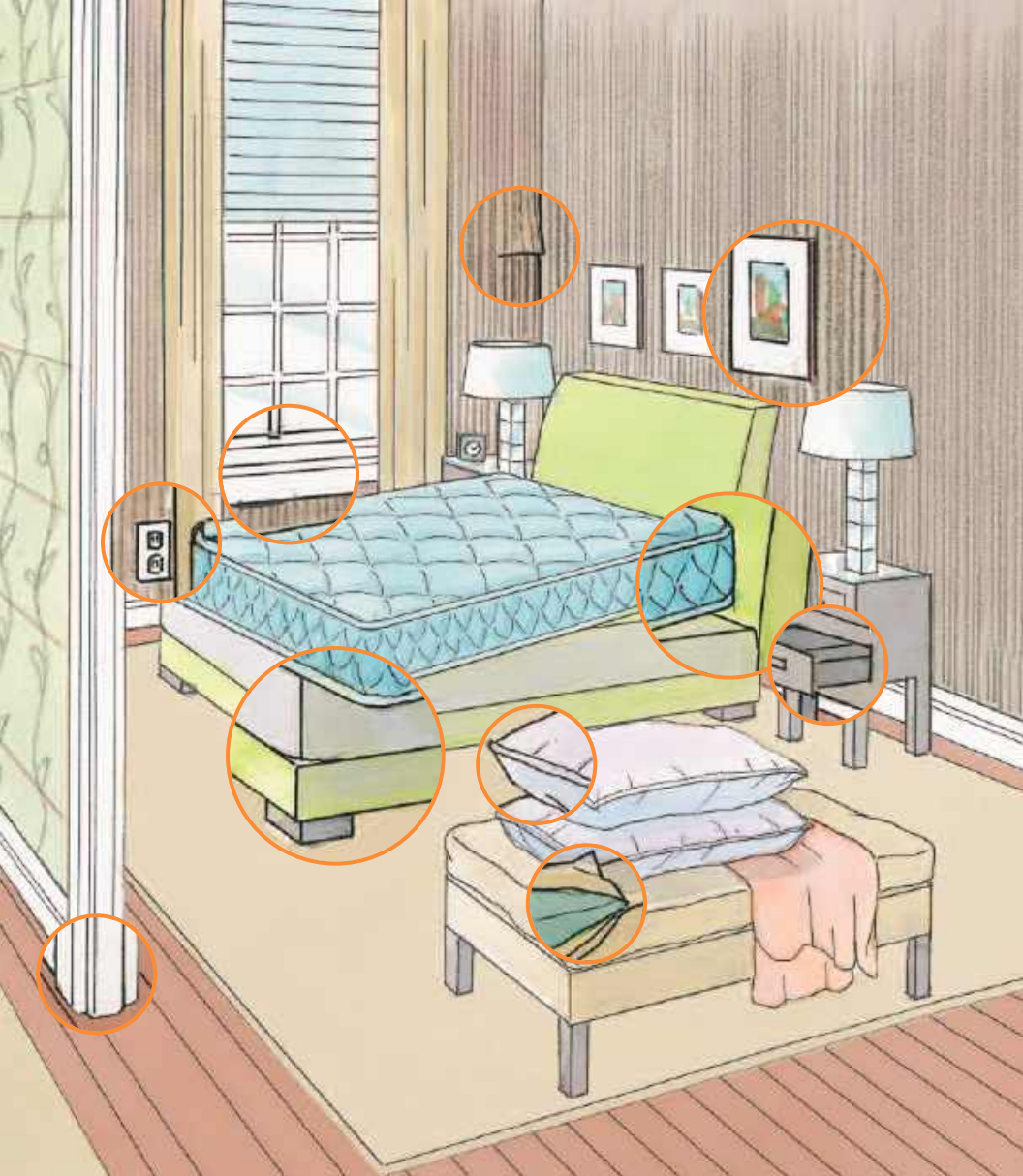
- Check the top and bottom seams, tufts and any rips in the covers of mattresses and box springs.
- Look underneath the bed and along the bed frame and headboards.

Check cracks and crevices in bedroom furniture, floor boards and baseboards, windows and door frames

- Use a flash light to inspect cracks and crevices of furniture, windows and door frames.
- Swipe a putty knife, an old subway or playing card into cracks and crevices to force bed bugs out. A hot blow-dryer on a low setting will

also work. If live bugs do come out, crush them with a paper towel and throw them away outside your building.

- Remove drawers from furniture and check the inside, top and bottom, joints and even screw holes.



Check walls and wall hangings

- Remove and check zippers, seams and tufts in cushions of upholstered furniture, and their frames.
- Using crevice tools, check paintings, posters, pictures and mirrors.
- Check cracks in plaster and peeling wallpaper.
- Inspect the face plates of electrical outlets and light switches (by eye only – do not insert anything into areas with wires). Look in phones, clocks, smoke detectors and toys.



Getting Rid of Bed Bugs

If you have bed bugs, you shouldn't feel ashamed. Anyone can get bed bugs. Notify your landlord and neighbors. The sooner everyone responds, the more successful everyone will be.

Choosing and working with a pest control company

Bed bug infestations usually require the services of well-trained, licensed pest management professionals, also called exterminators. Tenants whose landlords do not promptly respond to bed bug complaints can call 311 and file a complaint with the Department of Housing Preservation and Development, and may also hire their own professionals.

There are many pest control companies and licensed pest professionals in the New York City area. Not all are well trained in managing bed bugs. To get rid of bed bugs, you must choose the right company, be clear about what you want done and monitor performance.

To choose a good professional...

- Find a company through dependable referrals, directories, professional associations and check to make sure they are licensed at www.dec.ny.gov.
- Interview several companies before choosing. Ask about their training, and their approach to controlling bed bugs. Make sure they follow the procedures described in this guide.
- Agree on a service plan and its cost. Expect at least two treatment visits and a third follow-up visit to confirm that bed bugs have been eliminated. Severe infestations or cluttered apartments may take more visits to eliminate bed bugs.

A good company will...

- Inspect your property before giving you a price quote or begin any pesticide application.
- Give you a written inspection report, and an action plan of how to prepare for treatment and prevent further infestation.
- Base quotes on inspection findings, not flat fees. The cheapest services are rarely the best.
- Visit often until the job is done.
- Employ qualified, well-trained pest management professionals.
- Educate you on how to prevent bed bugs.
- Work with you until the bed bugs are gone.
- Treat you with respect.

About the Use of Pesticides

Bed bug infestations usually require the use of pesticides. Only professionals should apply pesticides for bed bugs. Foggers and bug bombs are not effective against them.

Ask the professional to:

- Use the least-toxic pesticide labeled for bed bugs that will be effective.
- Follow all instructions and warnings on product labels.
- Tell you when it's safe to re-enter a treated room.
- Never spray the top of mattresses or sofas, and if needed, to use only small amounts of pesticides on their seams only.

***To report, or ask about pesticide exposures,
call the Poison Control Center 24 hours a day:***

- ***English-speaking callers, call: (212) POISONS (764-7667)***
- ***Spanish-speaking callers, call: (212) VENENOS (836-3667)***

***For more information about pesticide products,
call the National Pesticide Information Center at
(800) 858-7378.***

What Can Be Done to Support the Work of a Professional

Everyone should learn how to identify bed bugs and inspect for them. Cleaning and disinfecting will help to reduce bed bugs and their spread but may not get rid of them totally.

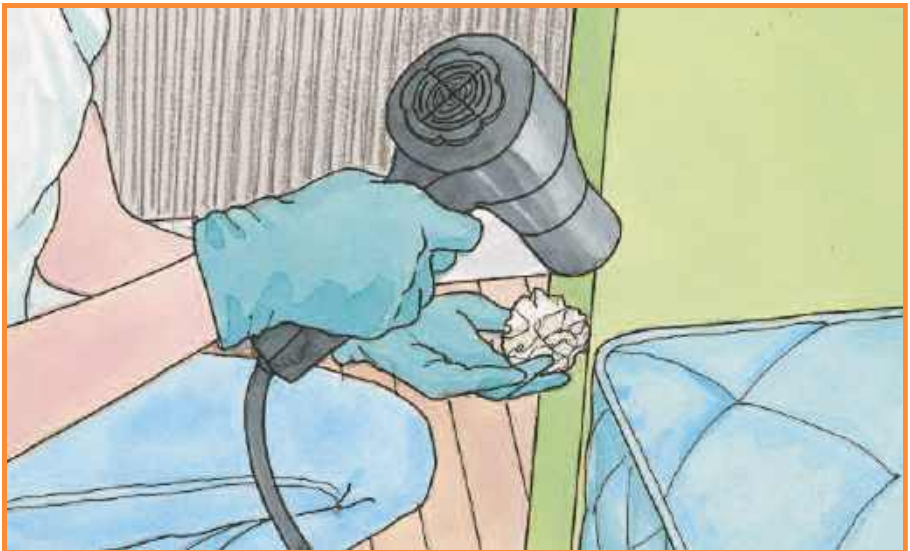
Tools You Can Use



- Bright flashlight
- Small mirror, ideally one with a handle, available from hardware stores
- Magnifying glass
- Blow-dryer
- Paper towels
- Vacuum with crevice tool, brush and plenty of vacuum bags
- Putty knife, playing card or subway card as a crevice tool
- Garbage bags
- Plastic packing tape, cockroach sticky traps or mouse glue boards
- Bucket of soapy water and sponge

Trap and Kill Bed Bugs

- Force bed bugs out of cracks and crevices with a putty knife or an old subway or playing card, or with hot air from a blow-dryer on low setting. Catch them with sticky packing tape or crush them in paper towels. The heat from blow-dryers will kill bed bugs after 30 seconds of continuous contact.



Clean and Disinfect

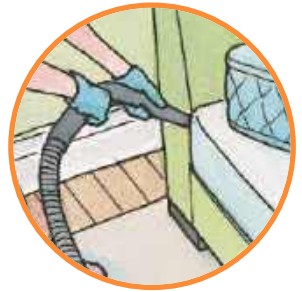
- Get rid of clutter to reduce places bed bugs can hide. After checking them for bed bugs, consider putting non-essential belongings into storage until the bed bugs are gone from your home. Check all items again before returning.



- Wipe off dead bugs, blood stains, eggs and droppings with hot soapy water.



- Wash all items showing bed bug stains in hot water (140°F) and dry on the highest setting for at least 20 minutes. Other clean items suspected of having bed bugs should be placed in a hot dryer for at least 20 minutes to kill bed bugs. After drying store items in sealed plastic bags until you are sure you have gotten rid of bed bugs.



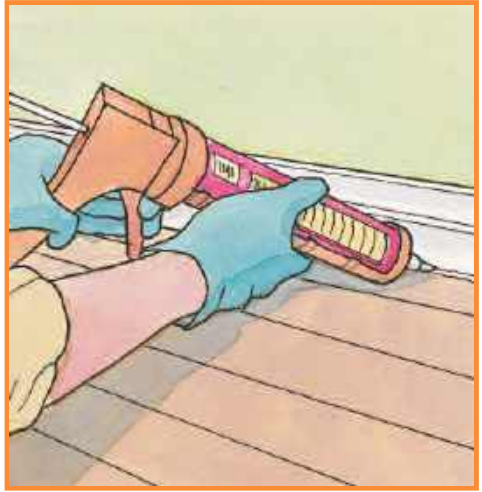
- Vacuum carpets, floors, bed frames, furniture, cracks and crevices daily, using the brush and crevice tools. Empty the vacuum or seal and dispose of its bag outside of your home after each use.



- Enclose infested mattresses and box springs in a cover that is labeled "allergen rated," "for dust mites," or "for bed bugs" for at least a full year. Periodically check for rips or openings and tape these up.

Seal Cracks and Crevices

- Repair cracks in plaster, repair or remove any loose wallpaper and tighten light switch covers.
- Apply caulk to seal crevices and joints in baseboards and gaps on shelving or cabinets.



Getting Rid of Infested Items

- Usually, it is not necessary to get rid of furniture or bedding at the first signs of bed bugs. Cleaning and enclosing is often adequate.
- Box springs should only be discarded if they cannot be covered and are heavily infested.
- Use plastic sheeting (shrink /pallet wrap) or place securely in plastic bags any items to be thrown away. Label with a sign that says "infested with bed bugs."



What Landlords and Building Managers Can Do

- Provide tenants with information about bed bugs. Share this guide.
- Encourage everyone to report bed bugs as soon as they know of a problem.
- Notify tenants, and inspect all units adjacent to, above and below apartments found to have bed bugs.
- Hire a pest management professional to treat for bed bugs. Be wary of companies that make unrealistic claims that bed bugs can be controlled with one visit.
- Help tenants if they cannot move furniture themselves or need help to get rid of clutter.
- Give advance notice of the planned use of pesticides.
- Inspect upon vacancy and if necessary treat units to ensure they have no bed bugs or other pests before renting.



More Information?

**For additional copies of this guide,
call 311 and ask for a copy of
“Preventing and Getting Rid of Bed Bugs Safely.”**

**More information on bed bugs and other pests
is available at <http://nyc.gov/health>.**

***To report, or ask about pesticide exposures,
call the New York City Poison Control Center
at (212) Poisons.***



A Healthy Homes Guide



Key Messages about Bed Bugs

- Learn to identify the signs of bed bugs.
- Dirty living conditions do not cause bed bugs but cleaning and removing clutter will help in controlling them.
- Anyone can get bed bugs. Seek help immediately if you find them.
- Sealing cracks and small holes will help to reduce hiding places and prevent bed bugs from crawling between apartments.
- Cooperate with your neighbors, landlord and pest management provider. Getting rid of bed bugs needs to involve everyone.
- Do not use pesticide bombs or foggers to control pests. They can make conditions worse.
- It is hard, but not impossible to get rid of bed bugs. The advice in this guide will help.



STOP BED BUGS SAFELY

WHAT ARE BED BUGS?

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

WHAT DOES A BED BUG BITE FEEL AND LOOK LIKE?

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

ARE BED BUGS DANGEROUS?

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

HOW DOES A HOME BECOME INFESTED WITH BED BUGS?

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

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

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

SHOULD I USE A PEST CONTROL COMPANY?

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

The pest control company should:

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

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

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

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

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

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



Actual size

Michael F. Potter, University of Kentucky ©2004

HOW CAN I GET RID OF BED BUGS?

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

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

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

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

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

3. Be very cautious about using pesticides yourself.

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

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

HOW CAN I KEEP BED BUGS OUT OF MY HOME?

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

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

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

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

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

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

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

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

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

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

 (Occupant signature) _____ (Date)

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

(NOT APPLICABLE TO RENEWAL LEASE) Certification by owner: I certify that I have complied with the provisions of §27-2056.8 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health and Mental Hygiene pamphlet concerning lead-based paint hazards to the occupant.

Genesis Sequeira (Owner signature)

RETURN THIS FORM TO:

Owner representative name: _____

Address: _____

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS

OWNER COPY/OCCUPANT COPY

CONTRATO/COMIENZO DE OCUPACIÓN Y MEDIDAS DE PRECAUCION CON LOS PELIGROS DE
PLOMO EN LA PINTURA - ENCUESTA RESPECTO AL NIÑO

Se le exige por ley que informe al propietario si un niño menor de seis años reside o residirá en la vivienda o unidad de vivienda (vivienda/unidad) para la que firma este contrato de alquiler/comienzo de ocupación. A partir del 1 de enero 2020, el término "reside" significa que un niño menor de seis años pasa habitualmente 10 o más horas por semana en la vivienda/unidad. Si un niño de estas características reside o residirá en la vivienda/unidad, el propietario del edificio debe realizar una inspección visual anual de la vivienda/unidad para determinar la presencia de peligros por pinturas a base de plomo. ES IMPORTANTE QUE DEVUELVA ESTE FORMULARIO AL PROPIETARIO O AGENTE DE ADMINISTRACIÓN DE SU EDIFICIO PARA PROTEGER LA SALUD DE SU HIJO. Si no responde a este aviso, se exige que el propietario intente inspeccionar la vivienda/unidad para determinar si un niño menor de seis años reside allí.

Si un niño menor de seis años no reside en la vivienda/unidad ahora, pero viene a residir en ella en cualquier momento durante el año, debe informar al propietario inmediatamente por escrito. Si un niño menor de seis años reside en la vivienda/unidad, también debe informar inmediatamente al propietario en la dirección de abajo si observa descascaramiento de la pintura o subsuperficies deterioradas en la vivienda/unidad durante el año.

Ya sea que resida o no un niño menor de seis años en el apartamento de la vivienda/unidad, el propietario del edificio también está obligado a corregir todos los peligros de pintura a base de plomo y los defectos subyacentes que puedan causar el descascaramiento de la pintura, hacer que los pisos, alféizares y pozos de ventanas sean lisos y limpiables, quitar o cubrir toda la pintura a base de plomo de las superficies de fricción de puertas y marcos de puertas, y quitar o cubrir toda la pintura a base de plomo en superficies de fricción de ventanas o instalar canales o deslizaderas de ventanas. Este trabajo se debería realizar antes de mudarse a la vivienda/unidad, y el propietario debe limpiar la vivienda/unidad después de finalizado el trabajo.

Por favor de llenar este formulario y devolver una copia al dueño del edificio o al agente o representante cuando usted firme el contrato o empiece a ocupar la vivienda/unidad. Mantenga una copia de este formulario para sus archivos. Al firmar su contrato de ocupación usted recibirá un panfleto hecho por el Departamento de Salud y Salud Mental de la Ciudad de Nueva York, explicando el peligro de plomo en pintura.

MARQUE UNO: Un niño menor de seis años reside en la vivienda o unidad de vivienda
 Un niño menor de seis años no reside en la vivienda o unidad de vivienda

 _____ (Firma del inquilino) _____ (Fecha)

Nombre del inquilino, Dirección, Apartamento: _____

(Esto no es aplicable para un renovamiento del contrato de alquiler.) Certificación de dueño: Yo certifico que he cumplido con la provisión de §27-2056.8 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 y Salud Mental de la Ciudad de Nueva York sobre el peligro de plomo en pintura.

 _____ (Firma del dueño)

DEVUELVA ESTE FORMULARIO A:

Nombre del representante del propietario: _____

Dirección: _____

INQUILINO: MANTENGA UNA COPIA PARA LOS ARCHIVOS

COPIA DEL DUEÑO/COPIA DEL INQUILINO

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

Lead Warning Statement

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

Landlord's Disclosure

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

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

N/A

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

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

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

N/A

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

Tenant's Acknowledgement (initial)

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

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

Agent's Acknowledgement (initial)

(e) _____ Agent has informed the Landlord of the Landlord's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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



Tenant	Date	Tenant	Date
--------	------	--------	------

Tenant	Date	Tenant	Date
--------	------	--------	------

Genesis Sequeira

Landlord or Landlord's Representative	Date	Agent	Date
---------------------------------------	------	-------	------

Declaración de Información sobre Pintura a Base de Plomo y/o Peligros de la Pintura a Base de Plomo

Declaración sobre los Peligros del Plomo

Las viviendas construidas antes del año 1978 pueden contener pintura a base de plomo. El plomo de pintura, pedazos de pintura y polvo puede representar peligros para la salud si no se maneja apropiadamente. La exposición al plomo es especialmente dañino para los niños jóvenes y las mujeres embarazadas. Antes de alquilar (rentar) una vivienda construida antes del año 1978, los arrendadores tienen la obligación de informar sobre la presencia de pintura a base de plomo o peligros de pintura a base de plomo conocidos en la vivienda. Los arrendatarios (inquilinos) también deben recibir un folleto aprobado por el Gobierno Federal sobre la prevención del envenenamiento de plomo.

Declaración del Arrendador

(a) Presencia de pintura a base de plomo y/o peligros de pintura a base de plomo (marque (i) ó (ii) abajo):

- (i) ☐ Confirmado que hay pintura a base de plomo y/o peligro de pintura a base de plomo en la vivienda (explique).

N/A

- (ii) ☒ El arrendador no tiene ningún conocimiento de que haya pintura a base de plomo y/o peligro de pintura a base de plomo en la vivienda.

(b) Archivos e informes disponibles para el vendedor (marque (i) ó (ii) abajo):

- (i) ☒ El arrendador le ha proporcionado al comprador todos los archivos e informes disponibles relacionados con pintura a base de plomo y/o peligro de pintura a base de plomo en la Vivienda (anote los documentos abajo).

N/A

- (ii) ☐ El arrendador no tiene archivos ni informes relacionados con pintura a base de plomo y/o peligro de pintura a base de plomo en la vivienda.

Acuse de Recibo del Arrendatario o Inquilino (inicial)

(c)  El arrendatario ha recibido copias de toda la información indicada arriba.

(d)  El arrendatario ha recibido el folleto titulado *Proteja a Su Familia del Plomo en Su Casa*.

Acuse de Recibo del Agente (inicial)

(e) _____ El agente le ha informado al arrendador de las obligaciones del arrendador de acuerdo con 42 U.S.C. 4852d y está consciente de su responsabilidad de asegurar su cumplimiento.

Certificación de Exactitud

Las partes siguientes han revisado la información que aparece arriba y certifican que, según su entender, toda la información que han proporcionado es verdadera y exacta.

			
Arrendatario	Fecha	Arrendatario	Fecha
Arrendatario	Fecha	Arrendatario	Fecha
Genesis Sequeira			
Arrendador or Representante del Arrendador	Fecha	Agente	Fecha



Protect Your Family From Lead in Your Home



March 2021

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

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

Read this entire brochure to learn:

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

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

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

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

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



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

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



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

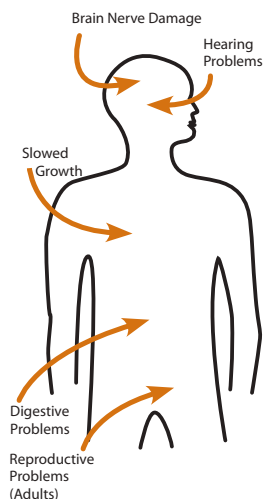
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

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

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

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

Check Your Family for Lead

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

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

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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

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

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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

Checking Your Home for Lead

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

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

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



Checking Your Home for Lead, continued

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

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

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

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

What You Can Do Now to Protect Your Family

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

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

Reducing Lead Hazards

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



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

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

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

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

Reducing Lead Hazards, continued

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

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

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

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

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

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

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

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



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

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

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

Other Sources of Lead

Lead in Drinking Water

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

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

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

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

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

Important Steps You Can Take to Reduce Lead in Drinking Water

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

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

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

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

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

Other Sources of Lead, continued

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

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

For More Information

The National Lead Information Center

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

EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Region 7 (Iowa, Kansas, Missouri, Nebraska)

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

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

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

Region 9 (Arizona, California, Hawaii, Nevada)

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

Region 10 (Alaska, Idaho, Oregon, Washington)

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

Consumer Product Safety Commission (CPSC)

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

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
[cpsc.gov](https://www.cpsc.gov) or [saferproducts.gov](https://www.saferproducts.gov)

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

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

HUD

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

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

EPA-747-K-12-001
March 2021

IMPORTANT!

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

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



Proteja a su familia contra el plomo en el hogar



Agencia de
Protección
Ambiental de los
Estados Unidos (EPA)



Comisión de Seguridad
de Productos del
Consumidor de
Estados Unidos (CPSC)



Departamento
de la Vivienda y de
Desarrollo Urbano de los
Estados Unidos (HUD)

Marzo 2021

¿Está planeando comprar o alquilar una casa construida antes de 1978?

¿Sabía que muchas casas construidas antes de 1978 tienen **pintura con base de plomo**? El plomo en la pintura, las partículas y el polvo puede ser un peligro grave para la salud.

Lea todo este folleto para saber:

- Cómo entra el plomo en el cuerpo.
- Cómo el plomo afecta a la salud.
- Qué puede hacer para proteger a su familia.
- Adónde recurrir para obtener más información.

Antes de alquilar o comprar una casa o un apartamento construidos antes de 1978, la ley federal requiere lo siguiente:

- Los vendedores tienen que dar la información que posean acerca de la pintura con base de plomo o los peligros relacionados con dicha pintura antes de vender una casa.
- Los contratos de venta de inmuebles deben incluir una declaración de advertencia específica sobre la pintura con base de plomo. Los compradores tienen hasta 10 días para verificar la existencia de plomo.
- Los propietarios tienen que dar la información que posean acerca de la pintura con base de plomo o los peligros relacionados con dicha pintura antes de que el alquiler entre en vigencia. Los contratos de alquiler deben incluir una declaración de advertencia específica sobre la pintura con base de plomo.

Si emprenderá algún proyecto de renovación, reparación o pintura (RRP, por sus siglas en inglés) en su casa o apartamento construido antes de 1978:

- Lea el folleto de la EPA *Guía de prácticas acreditadas seguras para trabajar con el plomo para remodelar correctamente* para aprender sobre las prácticas de trabajo seguras con el plomo que los contratistas requieren utilizar cuando trabajan en su hogar (ver página 12).



Medidas sencillas para proteger a su familia contra los peligros relacionados con el plomo

Si cree que su casa tiene pintura con base de plomo:

- No trate de remover usted mismo la pintura con base de plomo.
- Mantenga siempre las superficies pintadas en buenas condiciones para minimizar el deterioro.
- Haga que examinen su casa para identificar peligros relacionados con el plomo. Encuentre un inspector certificado o un asesor de riesgos en epa.gov/lead.
- Hable con el propietario para que arregle las superficies con pintura descascarada o picada.
- Limpie con regularidad los pisos, los antepechos de las ventanas y las demás superficies.
- Tome precauciones para evitar la exposición al polvo de plomo al remodelar.
- Al realizar renovaciones, reparaciones o pintura, contrate solamente a empresas de renovación certificadas en prácticas seguras con el plomo aprobadas por el estado o la EPA.
- Antes de comprar, alquilar o renovar su casa, hágala examinar para ver si tiene pintura con base de plomo.
- Consulte con su profesional de la salud sobre pruebas para detectar la presencia de plomo en sus hijos. El pediatra puede comprobar la presencia de plomo con un simple análisis de sangre.
- Lave con frecuencia las manos, los biberones, los chupones y los juguetes de los niños.
- Asegúrese de que los niños coman alimentos saludables, bajos en grasa, y altos en hierro, calcio y vitamina C.
- Quítese los zapatos o lave la tierra de los zapatos antes de entrar a su casa.

El plomo entra al cuerpo de muchas maneras

El plomo puede entrar en el cuerpo de adultos y niños si:

- Respiran el polvo de plomo (especialmente durante las actividades de renovación, reparación y pintura que alteran las superficies pintadas).
- Tragan polvo de plomo que se ha acumulado en alimentos, superficies donde se preparan alimentos y otros lugares.
- Comen partículas de pintura o tierra que contengan plomo.

El plomo es especialmente peligroso para los niños menores de 6 años.

- A esta edad, el cerebro y el sistema nervioso de los niños son más sensibles a los efectos dañinos del plomo.
- El cuerpo en crecimiento de los niños absorbe más plomo.
- Los bebés y los niños pequeños se llevan las manos y otros objetos a la boca con frecuencia. Dichos objetos pueden estar cubiertos de polvo de plomo.



Las mujeres en edad de concebir deben saber que el plomo es peligroso para el feto en desarrollo.

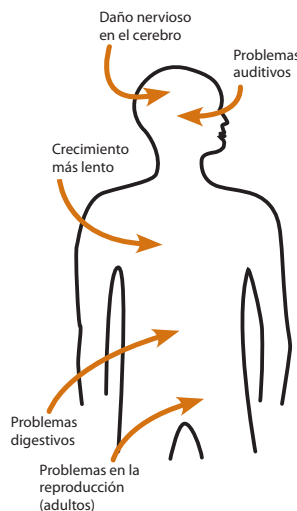
- Las mujeres que tienen un nivel alto de plomo en su cuerpo antes del embarazo o mientras están embarazadas podrían exponer al feto al plomo a través de la placenta durante su desarrollo.

Efectos del plomo en la salud

El plomo afecta el cuerpo de muchas maneras. Es importante saber que aun una exposición a niveles bajos de plomo puede afectar al niño gravemente.

En los niños, la exposición al plomo puede causar:

- Daño al sistema nervioso y los riñones.
- Problemas de aprendizaje, desorden de deficiencia de atención y disminución de la capacidad intelectual.
- Problemas del habla, del lenguaje y de comportamiento.
- Pobre coordinación muscular.
- Disminución en el crecimiento muscular y de los huesos.
- Daño en la audición.



Mientras que la exposición a niveles bajos de plomo es más común, la exposición a niveles altos de plomo puede causar efectos devastadores en los niños, incluso convulsiones, pérdida del conocimiento y, en algunos casos, la muerte.

Aunque los niños son especialmente susceptibles a la exposición al plomo, también puede ser peligroso para los adultos.

En los adultos, la exposición al plomo puede causar:

- Daño a un feto en desarrollo.
- Mayor probabilidad de tener tensión arterial alta durante el embarazo.
- Problemas de fertilidad (en hombres y mujeres).
- Tensión arterial alta.
- Problemas digestivos.
- Trastornos nerviosos.
- Problemas de memoria y concentración.
- Dolores musculares y articulares.

Verifique el nivel de plomo en su familia

Haga que examinen a sus niños y a su casa si cree que esta tiene plomo.

El nivel de plomo en la sangre de los niños tiende a aumentar con rapidez entre los 6 y 12 meses de edad, y tiende a llegar al nivel más alto entre los 18 y 24 meses de edad.

Consulte a su médico en cuanto a la necesidad de examinar a sus niños. Un sencillo análisis de sangre puede detectar la presencia de plomo. Los análisis de sangre para detectar plomo se recomiendan generalmente para:

- Niños de 1 a 2 años de edad.
- Niños u otros miembros de la familia que hayan estado expuestos a niveles altos de plomo.
- Niños que deben examinarse en virtud del plan local o estatal de exámenes médicos.

Su médico puede explicarle los resultados de las pruebas y decirle si es necesario realizar más análisis.

Dónde se encuentra la pintura con base de plomo

Generalmente, cuanto más vieja sea su casa o centro de cuidado infantil, mayor será la posibilidad de que tenga pintura con base de plomo.¹

Muchas viviendas —incluidas las viviendas privadas, las de propiedad federal y las que reciben ayuda federal— y centros de cuidado infantil construidos antes de 1978 tienen pintura con base de plomo. En 1978, el gobierno federal prohibió el uso por parte del consumidor de pintura que contenga plomo.²

En la página 7, encontrará cómo establecer si la pintura tiene plomo.

El plomo puede encontrarse en:

- Casas y centros de cuidado infantil en la ciudad, el campo o los suburbios;
- Casas y apartamentos unifamiliares privados y públicos;
- Superficies dentro y fuera de la casa; y
- La tierra alrededor de la casa (la tierra puede acumular plomo de la pintura exterior u otras fuentes, tales como la gasolina con plomo que se usaba en el pasado en los automóviles).

Obtenga más información sobre dónde se encuentra plomo en epa.gov/lead.

¹ En la actualidad, el gobierno federal define la “pintura con base de plomo” como pintura con niveles de plomo superiores o iguales a 1.0 miligramo por centímetro cuadrado (mg/cm²) o con más de 0.5 % por peso.

² En la actualidad, el gobierno federal define la “pintura que contiene plomo” como plomo en pintura nueva seca que supere las 90 partes por millón (ppm) por peso.

Identificando la pintura con base de plomo y los peligros de la pintura con base de plomo

La pintura con base de plomo deteriorada (descascarada, picada, pulverizada, agrietada o dañada) es un peligro y requiere atención inmediata. **La pintura con base de plomo** también puede ser un peligro si se encuentra en superficies que los niños puedan morder o que se desgasten mucho, tales como:

- Ventanas y antepechos de ventanas.
- Puertas y marcos de puertas.
- Escaleras, pasamanos, barandas y porches.

La pintura con base de plomo generalmente no es peligrosa si está en buenas condiciones y no está en una superficie de impacto o de fricción, como en una ventana.

El polvo de plomo puede formarse al raspar, lijar o calentar la pintura con base de plomo. También se forma cuando las superficies pintadas que contienen polvo se golpean o frotan entre sí. Las partículas y el polvo de la pintura que contiene plomo pueden acumularse en superficies y objetos que las personas tocan. El polvo de plomo que se ha acumulado puede volver a mezclarse con el aire cuando se aspira o barre la casa, o cuando las personas caminan sobre el mismo. Actualmente, la EPA define como peligrosos los siguientes niveles de plomo en el polvo:

- 10 microgramos por pie cuadrado (µg/pie²) o más en pisos, incluidos pisos alfombrados.
- 100 µg/pie² o más en los antepechos de ventanas interiores.

El plomo en la tierra puede ser peligroso cuando los niños juegan en tierra descubierta o cuando las personas meten tierra en la casa con los zapatos. Actualmente, la EPA define como peligrosos los siguientes niveles de plomo en la tierra:

- 400 partes por millón (ppm) o más en áreas de juego de tierra descubierta.
- 1,200 ppm (promedio) o más en la tierra descubierta del resto del jardín.

Recuerde que el plomo de las partículas de pintura —que puede ver— y el polvo de plomo —que tal vez no pueda ver— pueden ser peligrosos.

La única forma de saber si existe peligro debido a la presencia de plomo en pintura, polvo o tierra es realizando pruebas. En la página siguiente se describe cómo hacer esto.

Verificando si su casa tiene plomo

Puede evaluar su casa de diferentes maneras para determinar si tiene plomo:

- Una **inspección** de la pintura con base de plomo le dirá si su casa tiene pintura con base de plomo y dónde se localiza. Sin embargo, esta inspección no le dirá si en su casa existen actualmente peligros relacionados con el plomo. Un profesional experto en pruebas capacitado y certificado, que se llama inspector de pintura con base de plomo, realizará la inspección de la pintura utilizando métodos como:
 - Máquina portátil de fluorescencia por rayos X (XRF, por sus siglas en inglés).
 - Pruebas de laboratorio de muestras de pintura.
- Una **evaluación de riesgo** le dirá si en su casa existe actualmente algún peligro relacionado con el plomo debido a la presencia de plomo en la pintura, el polvo o la tierra. También le dirá qué acciones debe llevar a cabo para eliminar estos peligros. Un profesional experto en pruebas capacitado y certificado, que se llama asesor de riesgo, hará lo siguiente:
 - Tomará muestras de la pintura deteriorada de puertas, ventanas, pisos, escaleras y paredes.
 - Tomará muestras del polvo cerca de las superficies pintadas y muestras de tierra descubierta del patio.
 - Hará pruebas de laboratorio con las muestras de pintura, polvo y tierra.
- Una combinación de evaluación de riesgo e inspección le dirá si en su casa hay pintura con base de plomo, si existe algún peligro relacionado con el plomo y dónde se localizan ambos.

Asegúrese de leer el informe que le entreguen una vez finalizada la inspección o la evaluación de riesgo, y pregunte todo lo que no entienda.



Verificando si su casa tiene plomo (continuación)

Al preparar un trabajo de renovación, reparación o pintura en una casa construida antes de 1978, los renovadores certificados para prácticas seguras con el plomo (vea la página 12) pueden:

- Tomar muestras de partículas de pintura para determinar si hay pintura con base de plomo en el área que se prevé renovar y enviarlas para analizar a un laboratorio especializado en plomo reconocido por la EPA. En viviendas que reciben ayuda federal, la persona que recolecte estas muestras debe ser un evaluador de riesgo o inspector certificado de pintura con base de plomo.
- Utilizar juegos de pruebas reconocidos por la EPA para determinar si no hay pintura con base de plomo (no se deben usar en viviendas que reciban ayuda federal).
- Suponer que hay pintura con base de plomo y utilizar prácticas de trabajo seguras con el plomo.

Existen programas estatales y federales para garantizar que las pruebas se realicen de modo seguro, confiable y con eficacia. Comuníquese con la agencia estatal o local para obtener más información, visite [epa.gov/lead](https://www.epa.gov/lead) o llame al **1-800-424-LEAD (5323)** para obtener una lista de contactos en su área.³

³ Las personas con impedimentos auditivos o del habla pueden acceder a este número a través del sistema TTY llamando al Federal Relay Service (Servicio Federal de Retransmisión) al 1-800-877-8399.

Lo que usted puede hacer en estos momentos para proteger a su familia

Si sospecha que su casa tiene algún peligro relacionado con pintura con base de plomo, puede tomar algunas medidas inmediatas para reducir el riesgo de su familia:

- Si alquila, infórmele al propietario si hay pintura descascarándose o picándose.
- Mantenga las superficies pintadas limpias y sin polvo. Limpie semanalmente los pisos, los marcos y antepechos de las ventanas y las demás superficies. Use un trapeador o una esponja con agua tibia y un limpiador para usos múltiples. (Recuerde: nunca mezcle productos de amoníaco con blanqueadores, ya que pueden formar gases peligrosos.)
- Limpie inmediatamente y con cuidado las partículas de pintura sin generar polvo.
- Enjuague bien y con frecuencia las esponjas y las cabezas de los trapeadores mientras limpia las áreas sucias o con polvo, y vuelva a hacerlo cuando termine de limpiar.
- Lávese con frecuencia las manos y también las de sus hijos, especialmente antes de comer, antes de la siesta y antes de irse a dormir.
- Mantenga limpias las áreas de juego. Lave con regularidad los biberones, los chupones, los juguetes y los animales de peluche.
- No permita que los niños muerdan los antepechos de las ventanas ni las demás superficies pintadas, ni tampoco que coman tierra.
- Al realizar renovaciones, reparaciones o pintura, contrate a empresas de renovación certificadas en prácticas seguras con el plomo aprobadas por el estado o la EPA (vea la página 12).
- Límpiense o quítese los zapatos antes de entrar a la casa para evitar meter el plomo de la tierra.
- Asegúrese de que los niños coman alimentos nutritivos, bajos en grasa y altos en hierro y calcio, tales como las espinacas y los productos lácteos. Los niños con una dieta adecuada absorben menos plomo.

Reduciendo los peligros del plomo

Alterar la pintura con base de plomo o remover incorrectamente el plomo puede aumentar el peligro para su familia, ya que esparce aún más el polvo de plomo en la casa.



- Además de la limpieza diaria y la buena nutrición, usted puede reducir **temporariamente** los riesgos relacionados con la pintura con base de plomo tomando medidas, como la reparación de las superficies pintadas que estén dañadas y plantar césped para cubrir la tierra contaminada con plomo. Estas medidas no son soluciones permanentes y necesitarán atención continua.
- Para minimizar la exposición al plomo cuando renueve, repare o pinte su casa, contrate a un renovador certificado por el estado o la EPA que esté capacitado en el uso de prácticas de trabajo seguras con el plomo. Si es una persona que suele hacer los trabajos por su cuenta, aprenda a utilizar prácticas de trabajo seguras con el plomo en su casa.
- Para remover permanentemente los peligros relacionados con el plomo, debe contratar a un contratista certificado para que "remueva" el plomo. Los métodos para remover (o eliminar permanentemente el peligro) incluyen la eliminación, el sellado o el revestimiento de la pintura con base de plomo con materiales especiales. Simplemente pintar sobre la pintura que presenta riesgos con una pintura común no es un control permanente.

Siempre recurra a un contratista certificado que esté capacitado para corregir los peligros relacionados con el plomo de manera segura.

- Contrate a una empresa certificada en prácticas seguras con el plomo (vea la página 12) para realizar proyectos de renovación, reparación o pintura (RRP) a fin de no alterar las superficies pintadas.
- Para corregir permanentemente los peligros relacionados con el plomo, contrate a un contratista certificado para que "remueva" el plomo. Esto asegurará que el contratista sepa cómo trabajar en forma segura y tenga el equipo apropiado para limpiar minuciosamente.

Los contratistas certificados contratarán a trabajadores cualificados y seguirán reglas estrictas de seguridad según lo dicta el estado o el gobierno federal.

Reduciendo los peligros del plomo (continuación)

Si en su casa se realizó un trabajo para remover el plomo o si se trata de una vivienda que recibe ayuda federal, una vez que se termine el trabajo, deben realizarse las actividades de limpieza del polvo hasta que las pruebas de aprobación indiquen que los niveles de polvo de plomo están por debajo de los siguientes niveles:

- 10 microgramos por pie cuadrado ($\mu\text{g}/\text{pie}^2$) en pisos, incluidos pisos alfombrados.
- 100 $\mu\text{g}/\text{pie}^2$ en los antepechos de ventanas interiores.
- 400 $\mu\text{g}/\text{pie}^2$ en los canales de ventanas.

Los métodos para remover el plomo están diseñados para eliminar permanentemente los peligros relacionados con la pintura a base de plomo. Sin embargo, el polvo de plomo puede reintroducirse en una zona de eliminación.

- Usar una aspiradora HEPA en todos los muebles y otros artículos que se devuelvan a la zona de eliminación, para reducir la posibilidad de reintroducir el polvo de plomo.
- Limpiar regularmente los pisos, antepechos y canales de ventanas y otras superficies duras con un trapeador o una esponja húmeda y un limpiador para usos múltiples.

Vea la página 9 para obtener más información sobre las medidas para proteger a su casa después de una actividad de eliminación del plomo. Para obtener ayuda para localizar en su área profesionales certificados que remuevan el plomo, llame a la agencia estatal o local (vea las páginas 15 y 16), visite epa.gov/lead o llame al **1-800-424-LEAD**.

Renovación, reparación o pintura

Si contrata a un contratista para que realice proyectos de renovación, reparación o pintura (RRP) en una casa o centro de cuidado infantil construidos antes de 1978 (como centros preescolares y jardines de infancia), el contratista debe:

- Ser una empresa certificada en prácticas seguras con el plomo, aprobada por la EPA o por un programa estatal autorizado por la EPA.
- Utilizar personas cualificadas y capacitadas (renovadores certificados en prácticas seguras con el plomo) que empleen prácticas de trabajo seguras con el plomo específicas, a fin de evitar la contaminación con plomo.
- Darle una copia del documento informativo de la EPA sobre peligros relacionados con el plomo que se titula *Guía de prácticas acreditadas seguras para trabajar con el plomo para remodelar correctamente*.



Los contratistas de RRP que trabajen en casas o centros de cuidado infantil construidos antes de 1978 deben seguir prácticas de trabajo seguras con el plomo que:

- **Contengan el área de trabajo.** Debe contenerse el área para que el polvo y los escombros no se escapen del área de trabajo. Deben colocarse letreros de advertencia, y debe usarse cinta y material plástico u otro tipo de material impermeable.
- **Eviten los métodos de renovación que generan grandes cantidades de polvo contaminado con plomo.** Algunos métodos producen tanto polvo contaminado con plomo que su uso está prohibido. Entre estos métodos se incluyen:
 - Quema o flameado a llama abierta.
 - Lijado, esmerilado, cepillado, uso de pistolas de aguja o limpieza a chorro con herramientas eléctricas y equipos sin cubierta y accesorio de aspiradora HEPA.
 - Pistola de aire caliente a temperaturas superiores a 1100 °F.
- **Limpiesen minuciosamente.** El área de trabajo debe limpiarse diariamente. Una vez terminado todo el trabajo, debe limpiarse el área con métodos de limpieza especiales.
- **Eliminen los desechos adecuadamente.** Recoja los residuos en una bolsa o lámina de alta resistencia y séllela. Cuando transporte los residuos, asegúrese de que la bolsa o lámina esté bien cerrada para que el polvo y los escombros no se escapen.

Para obtener más información sobre los requisitos de la EPA para los proyectos de RRP, visite epa.gov/getleadsafe o lea *Guía de prácticas acreditadas seguras para trabajar con el plomo para remodelar correctamente*.

Otras fuentes de plomo

Plomo en el agua potable

Las fuentes más comunes de plomo en el agua potable son las tuberías, grifos y accesorios de plomo.

Las tuberías de plomo son más factibles de encontrar en las ciudades más antiguas y en las casas construidas antes de 1986.

El plomo en el agua potable no presenta ningún olor ni sabor.

Para saber con seguridad si tiene plomo en el agua potable, debe hacerla analizar.

Recuerde que las casas más viejas con un pozo privado también pueden tener materiales de plomería que contengan plomo.

Medidas que puede tomar para reducir el plomo en el agua potable

- Use solo agua fría para beber, cocinar y preparar la leche del bebé. Recuerde que hervir el agua no elimina el plomo de esta.
- Antes de beber el agua, deje corriendo el grifo para purgar las tuberías del hogar, tomando una ducha, lave la ropa sucia o lave los trastes.
- Limpie regularmente el filtro del grifo (también llamado aireador).
- Si usa un filtro certificado para eliminar el plomo, no olvide leer las instrucciones para aprender cuándo cambiar el cartucho. El uso de un filtro después de su vencimiento puede hacerlo menos eficaz en la eliminación del plomo.

Comuníquese con su empresa de suministro de agua para determinar si la tubería que conecta su casa a la cañería de agua principal (llamada línea de servicio) es de plomo. Su empresa de agua local también puede brindarle información sobre los niveles de plomo en el agua potable de su sistema.

Para obtener más información sobre el plomo en el agua potable, comuníquese con [Línea directa de la EPA sobre el agua potable](#) (en inglés) al **1-800-426-4791**. Si tiene otras preguntas sobre la prevención del envenenamiento por plomo, llame al **1-800 424-LEAD**.*

Llame a su departamento de salud local o a su empresa de agua para averiguar cómo obtener un análisis del agua de su casa, o visite epa.gov/safewater para ver información de la EPA sobre el plomo en el agua potable. Algunos estados o empresas de servicios públicos ofrecen programas para pagar el análisis del agua de los residentes. Comuníquese con el servicio público de agua local o estatal para obtener más información.

* Las personas con dificultades del habla o la audición pueden acceder a este número a través de TTY llamando al Servicio Federal de Transmisión de Información al 1-800-877-8339.

Otras fuentes de plomo (continuación)

- **Los hornos de fundición de plomo** u otras industrias que emiten plomo al aire.
- **Su trabajo.** Si trabaja con plomo, podría traerlo a su casa en el cuerpo o la ropa. Báñese y cámbiese la ropa antes de volver a su casa. Lave la ropa de trabajo por separado del resto de la ropa de la familia.
- **Los pasatiempos** que usan plomo, tales como hacer trabajos en cerámica, pintar en vidrio o restaurar muebles. Llame al departamento de salud local para obtener información sobre los pasatiempos en los que puede usarse plomo.
- Los **juguetes y muebles** viejos que pueden haberse pintado con pintura que contenga plomo. Los juguetes viejos y otros productos para niños pueden contener partes con plomo.⁴
- Los alimentos y líquidos cocinados o almacenados en **crystal de plomo**, o en **cerámica o porcelana con esmalte de plomo** pueden contener plomo.
- Los remedios caseros, tales como **“greta”** y **“azarcón”**, que se usan para tratar padecimientos estomacales.

⁴ En 1978, el gobierno federal prohibió los juguetes, otros productos para niños y los muebles con pintura que contenga plomo. En 2008, el gobierno federal también prohibió el plomo en la mayoría de los productos para niños, y actualmente prohíbe el plomo en cantidades superiores a 100 ppm por peso en la mayoría de los productos para niños.

Para obtener más información

The National Lead Information Center (Centro Nacional de Información sobre el Plomo)

Averigüe cómo proteger a los niños del envenenamiento por plomo y obtenga otra información sobre los peligros relacionados con el plomo por Internet en epa.gov/lead y hud.gov/lead, o llame al **1-800-424-LEAD (5323)**.

Línea directa de agua potable segura de la EPA

Para obtener información sobre el plomo en el agua potable, llame al **1-800-426-4791** o visite epa.gov/lead para obtener información sobre el plomo en el agua potable.

Línea directa de la Comisión de Seguridad de Productos del Consumidor de Estados Unidos (CPSC)

Para pedir información relacionada con el plomo en los juguetes y en otros productos del consumidor, o para denunciar un producto del consumidor inseguro o una lesión relacionada con un producto, llame al **1-800-638-2772**, o visite el sitio web de la CPSC en cpsc.gov o saferproducts.gov.

Agencias del medio ambiente y de salud estatales y locales

Algunos estados, tribus y ciudades tienen sus propias reglas relacionadas con la pintura con base de plomo. Consulte con su agencia local para ver cuáles leyes se le aplican. La mayoría de las agencias también pueden proporcionarle información para encontrar en su área una empresa para remover el plomo, y para conseguir posibles fuentes de ayuda económica para la reducción de los peligros relacionados con el plomo. Obtenga direcciones e información telefónica actualizadas de contactos locales o estatales por Internet en epa.gov/lead, o comuníquese con el Centro Nacional de Información sobre el Plomo llamando al **1-800-424-LEAD**.

Las personas con impedimentos auditivos o del habla pueden acceder a cualquiera de los números de teléfono que se indican en este folleto a través del sistema TTY llamando en forma gratuita al Federal Relay Service (Servicio Federal de Retransmisión) al **1-800-877-8339**.

Oficinas regionales de la Agencia de Protección Ambiental de los Estados Unidos (EPA)

La misión de la EPA es proteger la salud de los seres humanos y el medio ambiente. La Oficina Regional de la EPA puede darle más información sobre la normativa y los programas de protección contra el plomo.

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

Regional Lead Contact
(Contacto regional para el plomo)
U.S. EPA Region 1
Suite 1100 (CPT) One Congress Street
Boston, MA 02114-2023
(617) 918-1524

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

Regional Lead Contact
(Contacto regional para el plomo)
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

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

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

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

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

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

Regional Lead Contact
(Contacto regional para el plomo)
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard

Chicago, IL 60604-3666
(312) 886-7836

Región 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas y 66 tribus)

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

Región 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
(Contacto regional para el plomo)
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

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

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

Región 9 (Arizona, California, Hawaii, Nevada)

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

Región 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
(Contacto regional para el plomo)
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Comisión de Seguridad de Productos del Consumidor de Estados Unidos (CPSC)

La CPSC protege al público contra el riesgo irrazonable de daños causados por productos del consumidor a través de educación, actividades relacionadas con normas de seguridad y aplicación de la ley. Comuníquese con la CPSC para obtener más información sobre los reglamentos y la seguridad de los productos del consumidor.

CPSC

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

Departamento de la Vivienda y de Desarrollo Urbano de los Estados Unidos (HUD)

La misión del HUD es crear comunidades fuertes, sustentables e inclusivas, así como hogares de calidad asequibles para todos. Comuníquese con la Oficina de Control de Peligros de Plomo y Hogares Saludables del HUD para obtener más información acerca de la Regla sobre Viviendas Seguras en relación con el Plomo, que protege a las familias que residen en viviendas construidas antes de 1978 que reciben ayuda económica, y acerca de los programas de control de los peligros relacionados con el plomo y de subvenciones para investigación.

HUD

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

Este documento es del dominio público y puede ser reproducido por cualquier persona u organización sin necesidad de solicitar autorización. La información contenida en este folleto se basa en el conocimiento científico y técnico actual sobre los aspectos presentados, y refleja las barreras jurisdiccionales establecidas por los estatutos que gobiernan a las agencias que han colaborado en su preparación. Al seguir la asesoría que se ofrece, no se obtiene necesariamente una protección total para todas las situaciones o contra todos los peligros para la salud que pueden ser causa de la exposición al plomo.

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

EPA-747-K-13-001
Marzo 2021

¡IMPORTANTE!

El plomo de la pintura, del polvo y de la tierra en la casa y alrededor de esta puede ser peligroso si no se maneja adecuadamente

- Los niños menores de 6 años son los que corren mayor riesgo de envenenamiento por plomo en la casa.
- La exposición al plomo puede hacerle daño a los niños pequeños y aun a los bebés antes del nacimiento.
- Es probable que las casas, las escuelas y los centros de cuidado infantil construidos antes de 1978 contengan pintura con base de plomo.
- Aun los niños que aparentan estar saludables pueden tener niveles peligrosos de plomo en el cuerpo.
- Alterar las superficies con pintura con base de plomo o remover incorrectamente la pintura con base de plomo puede aumentar los peligros para su familia.
- El plomo puede entrar en el cuerpo de las personas al respirar o tragar polvo de plomo, o al comer tierra o partículas de pintura que contengan plomo.
- Las personas tienen muchas opciones para reducir los peligros relacionados con el plomo. Generalmente, la pintura con base de plomo que está en buenas condiciones no es peligrosa (vea la página 10).



Información en Español en el otro lado.

Window Guards Annual Notice to Tenant or Occupant

You are required by law to have window guards installed in all windows* if a child aged 10 or younger lives in your apartment or routinely spends 10 or more hours each week in your home.

Your building owner or managing agent is required by law to install window guards in your apartment:

- ☐ if a child aged 10 or younger lives in your apartment or routinely spends 10 or more hours each week in your home, or
- ☐ if you ask them to install window guards at any time (you do not need to give a reason).

It is against the law to refuse, interfere with installation or remove window guards where required, or to fail to complete and return this form to your building owner or manager. If this form is not returned promptly, an inspection will follow.

Check whichever apply:

- ☐ Children aged 10 or younger live in my apartment or routinely spends 10 or more hours each week in your home.
- ☐ No children aged 10 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 aged 10 or younger.
- ☐ Window guards need maintenance or repair.
- ☐ Window guards do not need maintenance or repair.

Tenant's Name: _____

Tenant's Address: _____ Apartment Number: _____

Tenant's Signature:  Date: _____

Return this form to:

Name of building owner or managing agent: _____

Address of building owner or managing agent: _____

Deadline for return: February 15, 2026

For further information, call **311** and ask about window falls prevention.

* Window guards are not needed for windows that provide access to fire escapes or windows on the first floor that are required means of egress from the dwelling unit

Se requiere la instalación de rejas en las ventanas

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 (dueño o agente que administra el inmueble) 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 solicita en cualquier oportunidad que instale rejas en las ventanas (no necesita dar una explicación).

Constituye una infracción de la ley negarse, interferir con la instalación, o retirar las rejas de las ventanas cuando se requiere tenerlas, o no completar y entregar este formulario a su casero. Si este formulario no es devuelto oportunamente, se procederá a realizar una inspección por parte del casero.

Seleccione según 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.
- ☐ Se han instalado rejas en todas las ventanas. *
- ☐ No se han instalado rejas en todas las ventanas. *
- ☐ Deseo que se instalen rejas a pesar de que ningún niño de 10 años o menor vive en mi apartamento.
- ☐ Las rejas de ventanas necesitan mantenimiento o reparación
- ☐ Las rejas de las ventanas no necesitan mantenimiento o reparación.

Nombre del inquilino: _____

Dirección del inquilino: _____ Número de apartamento: _____

Firma del inquilino:  _____ Fecha: _____

Entregarle esta forma a:

Nombre del casero (dueño o agente que administra el inmueble): _____

Dirección del casero (dueño o agente que administra el inmueble): _____

Fecha límite para devolver la forma: 15 de febrero de 2024

Para más información, llame al **311** y pregunte sobre cómo prevenir caídas de ventanas

*Con excepción de las ventanas que den acceso a las salidas de incendios o las ventanas del primer piso que constituyan un medio obligatorio de salida de la vivienda.

NOTICE DISCLOSING TENANTS' RIGHTS TO REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

Reasonable Accommodations

The New York State Human Rights Law requires housing providers to make reasonable accommodations or modifications to a building or living space to meet the needs of people with disabilities. For example, if you have a physical, mental, or medical impairment, you can ask your housing provider to make the common areas of your building accessible, or to change certain policies to meet your needs.

To request a reasonable accommodation, you should contact your property manager by calling (917) 631-0014 or by e-mailing lmachkouri@dalandre.com. You will need to inform your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider. A housing provider may request medical information, when necessary to support that there is a covered disability and that the need for the accommodation is disability related.

If you believe that you have been denied a reasonable accommodation for your disability, or that you were denied housing or retaliated against because you requested a reasonable accommodation, you can file a complaint with the New York State Division of Human Rights as described at the end of this notice. Specifically, if you have a physical, mental, or medical impairment, you can request:[†]

- Permission to change the interior of your housing unit to make it accessible (however, you are required to pay for these modifications, and in the case of a rental your housing provider may require that you restore the unit to its original condition when you move out);
- Changes to your housing provider's rules, policies, practices, or services;
- Changes to common areas of the building so you have an equal opportunity to use the building. The New York State Human Rights Law requires housing providers to pay for reasonable modifications to common use areas.

Examples of reasonable modifications and accommodations that may be requested under the New York State Human Rights Law include:

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

[†] This Notice provides information about your rights under the New York State Human Rights Law, which applies to persons residing anywhere in New York State. Local laws may provide protections in addition to those described in this Notice, but local laws cannot decrease your protections.



Required Accessibility Standards

All buildings constructed for use after March 13, 1991, are required to meet the following standards:

- Public and common areas must be readily accessible to and usable by persons with disabilities;
- All doors must be sufficiently wide to allow passage by persons in wheelchairs; and
- All multi-family buildings must contain accessible passageways, fixtures, outlets, thermostats, bathrooms, and kitchens.

If you believe that your building does not meet the required accessibility standards, you can file a complaint with the New York State Division of Human Rights.

How to File a Complaint

A complaint must be filed with the Division within one year of the alleged discriminatory act or in court within three years of the alleged discriminatory act. You can find more information on your rights, and on the procedures for filing a complaint, by going to www.dhr.ny.gov, or by calling 1-888-392-3644. You can obtain a complaint form on the website, or one can be e-mailed or mailed to you. You can also call or e-mail a Division regional office. The regional offices are listed on the website.

Acknowledged December 31, 2025:

Tenant:

Signature:  _____

Print Name: _____

Signature: _____

Print Name: _____

Landlord or Landlord's Representative:

Signature: Genesis Sequeira

Print Name: _____

Lead Paint Hazards in the Home

What tenants should know and building owners must do to keep homes safe

This is a printer-friendly version of the NYC Health Department brochure titled "Lead Paint Hazards in the Home."



Lead is a poison often found in old paint. Lead poisoning can cause learning and behavioral problems in children. Buildings built before 1960 may have lead paint on the walls, windows, windowsills, doors or other surfaces.

If paint peels or repairs are done unsafely, lead paint and dust can spread around your home. When children put their hands or toys in their mouths, they can swallow lead dust.

Owners of some older rental buildings must fix lead paint hazards in apartments where children age 5 or younger live or spend at least 10 hours per week.

Lead paint hazards include lead paint that is peeling or damaged or on surfaces such as crumbling plaster, rotted wood, and doors and windows that touch, stick or rub together.

Building owners must:

- Send an annual notice asking tenants if a child age 5 or younger lives or spends at least 10 hours per week in their apartment.
- Inspect apartments with younger children for lead paint hazards, and give inspection results to the tenants.
- Fix lead paint hazards in all rental units using safe work practices. There should be no lead paint on windows and doors that touch, stick or rub together before a new tenant moves in.
- Provide temporary housing if lead paint hazards cannot safely be fixed with the tenant living in the apartment.
- Notify the New York City (NYC) Department of Health and Mental Hygiene when more than 100 square feet of lead paint will be disturbed in a room or two or more painted windows will be replaced.
- Keep records related to lead paint inspections, notices and repairs for at least 10 years.

Tenants must:

- Fill out and return the annual notice by February 15.
- Notify their building owner in writing if they have a baby or if a child age 5 or younger comes to live or spend at least 10 hours per week in their home.

Safe Work Practices:



Use U.S. EPA-certified workers when fixing lead paint hazards and making repairs that disturb lead paint.



Post warning signs outside the work area.



Move or cover all furniture. Seal off floors, doors and other openings with plastic and waterproof tape.



Clean the work area daily with wet mops or a HEPA vacuum. For final cleaning after work is done, clean with a HEPA vacuum, then wet mops, then a HEPA vacuum again.



Have an independent EPA-certified contractor take clearance dust wipes after work is done to make sure that lead dust levels are safe.

Never dry-scrape or dry-sand lead paint.

5-Year Testing Requirement (Local Law 31 of 2020)

Building owners must test all apartments for lead paint by August 2025 or within one year of a child age 5 or younger coming to live or spend at least 10 hours per week in an apartment.

Lead Paint Violations

- The NYC Department of Housing Preservation and Development (HPD) will inspect apartments with younger children in older buildings if a tenant makes a complaint to **311**.
- If HPD finds a lead paint hazard, the building owner will receive a violation and be required to fix the hazard by a certain time.
- Building owners must use safe work practices to fix lead paint hazard violations or remove lead paint. For more information, visit nyc.gov/hpd and search for **lead-based paint**.
- HPD will reinspect all violations as well as fix any lead paint hazards that a building owner does not. Tenants should allow HPD to enter their apartment to make any needed repairs.
- HPD may audit building records and inspect full buildings for lead paint hazards and for failure to conduct work during vacancy.

Help Prevent Lead Poisoning:

- Call **311** to:
 - Learn how to get a lead test.
 - Report if your building owner does not fix peeling paint or is making unsafe repairs.
 - Order a free lead test kit for drinking water.
 - Order copies of the brochure version of this document or other materials about lead.
- Wash floors, windowsills, hands, toys and pacifiers often.
- Talk to your health care provider about testing your child for lead. For help finding a provider, call **311** or 844-692-4692.

Building owners with rental units must give a printed or digital copy of this document or the brochure version (titled “Lead Paint Hazards in the Home”) to tenants when they sign a lease or move into an apartment if the building was built before 1960 (or between 1960 and 1978 if it has lead paint). This document and the brochure version contain basic information about lead paint, not legal advice.

For more information about:

- Lead poisoning prevention, visit nyc.gov/lead
- Lead poisoning for building owners, visit nyc.gov/health and search for **lead and building owners**
- Laws and applicable rules, webinars, and owner guidance, visit nyc.gov/hpd and search for **lead poisoning**



Department of Health
& Mental Hygiene

Department of Housing
Preservation and Development

Peligros relacionados con la pintura con plomo en el hogar

Qué deben saber los inquilinos y qué deben hacer los propietarios de los edificios para garantizar la seguridad en sus hogares

Esta es una versión para imprimir del folleto del Departamento de Salud de NYC titulado "Peligros relacionados con la pintura con plomo en el hogar".



El plomo es un veneno que se encuentra con frecuencia en la pintura vieja. El envenenamiento por plomo puede ocasionar problemas en el aprendizaje y el comportamiento de los niños. Es posible que los edificios construidos antes de 1960 tengan pintura con plomo en las paredes, ventanas, marcos de ventanas, puertas u otras superficies.

Si la pintura se descascara o se realizan reparaciones sin la seguridad correspondiente, la pintura con plomo y el polvo pueden esparcirse por su casa. Así, cuando los niños se llevan las manos o los juguetes a la boca, pueden ingerir polvo de plomo.

Los propietarios de algunos edificios antiguos con apartamentos en alquiler deben solucionar los peligros relacionados con la pintura con plomo en los apartamentos donde niños de 5 años o menos vivan o pasen al menos 10 horas por semana.

Los peligros relacionados con la pintura con plomo incluyen la pintura con plomo que se descascara, está dañada o está en superficies tales como yeso desmoronado, madera putrefacta y puertas y ventanas que se tocan, pegan o rozan entre sí.

Los propietarios de edificios deben hacer lo siguiente:

- Enviar una notificación anual a los inquilinos para consultarles si algún niño de 5 años o menos vive o pasa al menos 10 horas por semana en el apartamento.
- Inspeccionar los apartamentos donde haya niños pequeños para identificar peligros relacionados con la pintura con plomo y compartir los resultados de la inspección con los inquilinos.
- Solucionar los peligros relacionados con la pintura con plomo en todas las unidades en alquiler mediante el uso de prácticas de trabajo seguras. No debe haber pintura con plomo en ventanas y puertas que se toquen, peguen o rocen entre sí antes de que un nuevo inquilino se mude.
- Brindar alojamiento temporal si los peligros relacionados con la pintura con plomo no pueden solucionarse de manera segura mientras el inquilino vive en el apartamento.
- Notificar al Departamento de Salud y Salud Mental de la Ciudad de Nueva York (NYC, por sus siglas en inglés) cuando se planee realizar modificaciones en más de 100 pies cuadrados de pintura con plomo, o reemplazar dos o más ventanas pintadas.
- Llevar un registro relacionado con las inspecciones de pintura con plomo, las notificaciones y las reparaciones durante, como mínimo, 10 años.

Los inquilinos deben hacer lo siguiente:

- Completar y entregar la notificación anual antes del 15 de febrero.
- Notificar al propietario del edificio por escrito si tienen un bebé o un niño de 5 años o menos comienza a vivir o pasar 10 o más horas por semana en su casa.

Prácticas de trabajo seguras:



Contrate trabajadores certificados por la EPA de EE. UU. cuando solucione peligros relacionados con la pintura con plomo y haga reparaciones que afecten la pintura con plomo.



Coloque señales de advertencia fuera del área de trabajo.



Mueva o cubra todos los muebles. Tape los pisos, las puertas y otras aberturas con plástico y cinta impermeable.



Limpie el área de trabajo todos los días con trapeadores húmedos o una aspiradora con filtro HEPA. Para la limpieza final una vez concluido el trabajo, limpie con una aspiradora con filtro HEPA, luego con trapeadores húmedos y, por último, de nuevo con la aspiradora con filtro HEPA.



Pídale a un contratista independiente certificado por la EPA que tome muestras de polvo una vez que el trabajo esté finalizado para asegurarse de que los niveles de polvo de plomo sean seguros.

Nunca raspe ni lije en seco la pintura con plomo.

Requisito de prueba a los 5 años (Ley local 31 de 2020)

Los propietarios de edificios deben aplicar pruebas de pintura con plomo en todos los apartamentos antes de agosto de 2025 o en un plazo de un año desde que un niño de 5 años o menos comienza a vivir o pasar 10 o más horas habitualmente en el apartamento.

Infracciones relacionadas con la pintura con plomo

- El Departamento de Preservación y Desarrollo de Vivienda (HPD, por sus siglas en inglés) de NYC inspeccionará apartamentos en edificios antiguos donde vivan niños pequeños si un inquilino presenta una queja ante el **311**.
- Si el HPD descubre un peligro relacionado con la pintura con plomo, el propietario del edificio recibirá una infracción y deberá solucionarlo en un plazo determinado.
- Los propietarios de edificios deben usar prácticas seguras en el trabajo para solucionar las infracciones relacionadas con la pintura con plomo o para remover esta pintura. Para obtener más información, visite nyc.gov/hpd y busque **"lead-based paint"** (pintura con plomo).
- El HPD volverá a inspeccionar los apartamentos con infracciones y solucionará los peligros relacionados con la pintura con plomo que el propietario del edificio no resuelva. Los inquilinos deben permitir que el HPD ingrese al apartamento para realizar las reparaciones necesarias.
- El HPD puede auditar los registros de los edificios e inspeccionar los edificios completos para identificar peligros relacionados con la pintura con plomo e incumplimientos de la condición de realizar trabajos mientras el lugar estaba vacío.

Ayude a prevenir el envenenamiento por plomo:

- Llame al **311** para:
 - Saber cómo conseguir una prueba de detección de plomo.
 - Denunciar si el propietario de su edificio no ha reparado pintura descascarada o si las reparaciones implementadas son inseguras.
 - Solicitar un kit gratuito para realizar la prueba de plomo en agua potable.
 - Pedir copias del folleto de este documento u otros materiales sobre el plomo.
- Lave los pisos, los marcos de las ventanas, las manos, los juguetes y los chupones con frecuencia.
- Hable con su proveedor de atención de salud acerca de si debe hacerle una prueba de detección de plomo a sus hijos. Para obtener ayuda para buscar un proveedor, llame al **311** o al 844-692-4692.

Los propietarios de edificios con unidades en alquiler deben entregar una copia impresa o digital de este documento o de la versión en folleto (titulado "Peligros relacionados con la pintura con plomo en el hogar") a los inquilinos cuando firmen un contrato de alquiler o se muden a un apartamento en un edificio construido antes de 1960 (o entre 1960 y 1978 si tiene pintura con plomo). Este documento y la versión en folleto contiene información básica sobre la pintura con plomo, pero no constituye un asesoramiento legal.

Para obtener información sobre:

- Prevención del envenenamiento por plomo, visite nyc.gov/lead.
- Envenenamiento por plomo para propietarios de edificios, visite nyc.gov/health y busque **"lead and building owners"** (plomo y propietarios de edificios).
- Leyes y normas aplicables, seminarios web y una guía para los propietarios, visite nyc.gov/hpd y busque **"lead poisoning"** (envenenamiento por plomo).



Department of Health
& Mental Hygiene

Department of Housing
Preservation and Development

NO SHORT TERM AND/OR TRANSIENT OCCUPANCY RIDER

RIDER TO LEASE dated December 31, 2025, by and between KRE 540 Fulton Owner LLC (“Owner”) and Alexis Mosier (“Tenant”), for Apartment 24D at the building known as and located at KRE 540 Fulton Owner LLC, 540 Fulton Street, Brooklyn, NY 11201 (the “Premises”).

Owner and Tenant hereby agree as follows:

1. **Class “A” Multiple Dwelling.** Tenant acknowledges and understands that the Premises is classified as a Class “A” multiple dwelling, as such term is defined in Section 4 of Article 1 of the New York State Multiple Dwelling Law.
2. **Purpose of Rider.** The parties acknowledge and understand that the State and City of New York have enacted legislation specifically recognizing the dangers inherent in allowing a Class “A” multiple dwelling to be used for transient and/or short term dwelling, and prohibiting the use of Class “A” multiple dwellings for other than permanent residence purposes.
3. **Definition of Permanent Residence Purposes.** Section 27-2004(8) (a) of the New York City Administrative Code provides that a Class “A” multiple dwelling may only be occupied for permanent residence purposes, which means occupancy by a tenant and/or other lawful occupant(s) for no less than thirty (30) consecutive days.
4. **Prohibition Against Short Term And/Or Transient Rental.** Tenant agrees and acknowledges that it is a violation of existing law and, by extension, the Lease, to rent, sublease or license in any way the subject premises for less than a period of thirty (30) days, and Tenant covenants and agrees that Tenant shall not rent, sublease or license in any way the Premises for less than a period of thirty (30) days. Tenant further covenants and agrees not to advertise the subject premises as being available for rent, sublease or license for a period less than thirty (30) days whether said advertisement be on the internet, in printed publications or in any other form of mass media.
5. **Effect of Breach and Landlord’s Remedies.** Any breach of the provisions of this Rider shall be a material breach of the Lease and constitute grounds for immediate termination of the Lease by Owner and commencing a summary proceeding to evict the Tenant from the subject premises. Tenant agrees that any breach of the covenants and agreements contained herein may cause irreparable damage to Owner and, therefore, in addition to all other rights and remedies of Owner as provided in the Lease, such covenants and agreements shall be enforceable in a court of competent jurisdiction by a decree of specific performance and by appropriate injunctive relief, all in accordance with applicable law. In addition, Tenant agrees to indemnify and hold Owner harmless from and against any and all loss or damage which Landlord may incur as a result of the breach by Tenant of any of the foregoing, including, without limitation, any penalties imposed by a municipal agency, any withholding of rent by other tenants of the Building, and reasonable attorneys’ fees and disbursements incurred by Owner in connection with any litigation or negotiations with Tenant, or any other tenants of the Building with respect to the foregoing.

Nothing contained herein shall be deemed permission for Tenant to sublease the subject premises for any period days or more without obtaining Landlord’s prior written consent as required by the Lease and/or Sec. 226-b of the Real Property Law.

Tenant:

Signature:  _____
Print Name: _____

Signature: _____
Print Name: _____

Landlord or Landlord's Representative:

Signature: Genesis Sequeira
Print Name: _____

Lock Out Policy

This Lock-Out Policy is hereby incorporated into and made part of the Lease Agreement.

1. Lock-Out Service Calls

In the event that the Tenant requests the Landlord or Landlord's agent to unlock the apartment or any other door for any reason, whether during regular business hours or on weekends (Monday through Sunday), the Tenant agrees to pay a service fee of **\$250.00** per occurrence.

2. Lock Rekey Requests

If the Tenant requests that any locks be rekeyed, the Tenant agrees to pay a service fee of **\$50.00**, in addition to any actual cost incurred for the lock rekeying.

3. Replacement Keys or Key Fobs

If the Tenant requests a copy of a key or key fob, the Tenant agrees to pay the **actual cost of reproduction** for each key or fob + **10%**. This limitation shall not apply if the Tenant requests replacement keys or fobs for the same dwelling more than **three (3) times within a calendar year**; in such cases, the Landlord may charge the full cost of reproduction plus a reasonable service fee.

Lessor, Agent for owner: The undersigned is authorized to manage the premises on behalf of the owners 540 Fulton Street, Brooklyn, NY 11201, .

Tenant:

Signature:  _____
Print Name: _____

Signature: _____
Print Name: _____

Landlord or Landlord's Representative:

Signature: Genesis Sequeira
Print Name: _____

LATE & NSF FEE RIDER

This Rider is incorporated into and made part of the Lease Agreement (the "Lease") between the undersigned Tenant(s) ("Tenant") and Owner/Landlord ("Owner").

1. Late Fee

If Tenant fails to pay any installment of rent or additional rent within five (5) days after it becomes due, Tenant shall be obligated to pay a late fee in the amount of **Fifty Dollars (\$50.00)** or **five percent (5%)** of the overdue amount, whichever is less, as additional rent. The late fee shall be assessed monthly for each month in which a payment is late. The imposition of this late fee shall not be deemed a waiver of Owner's right to enforce other remedies available under the Lease or applicable law, including, without limitation, the right to commence a summary proceeding for non-payment.

2. Returned Payment Fee

In the event that any check or other form of payment tendered by Tenant to Owner is returned, dishonored, or otherwise not processed due to insufficient funds or for any other reason attributable to Tenant or Tenant's financial institution, Tenant shall be responsible for a **Returned Payment Fee** in the amount of **Twenty Dollars (\$20.00)** per occurrence, as additional rent. This fee shall be payable immediately upon demand. For clarity, this fee is separate from and in addition to any applicable late fee referenced in Paragraph 1 above.

3. No Waiver

The acceptance by Owner of any late payment or returned payment fee shall not be deemed a waiver of Owner's right to insist upon timely payment of rent or additional rent in the future, nor shall it limit Owner's rights or remedies under the Lease or applicable law.

Tenant:

Signature:  _____
Print Name: _____

Signature: _____
Print Name: _____

Landlord or Landlord's Representative:

Signature: Genesis Sequeira
Print Name: _____

FLOOD HISTORY AND RISK LEASE RIDER/NOTICE

FLOOD HISTORY AND RISK LEASE RIDER/NOTICE TO RESIDENTIAL TENANTS

Pursuant to and in accordance with New York State Real Property Law Section 231-b, all residential leases shall provide notice of previous flood history and current flood risk of the leased premises.

The owner of: KRE 540 Fulton Owner LLC, 540 Fulton Street, Brooklyn, NY 11201 24D (“Leased Premises”)

hereby provides such notice by checking one of the following options:

- ☐ Any or all of the Leased Premises is located wholly or partially in a Federal Emergency Management Agency (“FEMA”) designated floodplain.
- ☐ Any or all of the Leased Premises is located wholly or partially in the Special Flood Hazard Area (“SFHA”; “100-year floodplain”) according to FEMA’s current Flood Insurance Rate Maps for the leased premises’ area.
- ☐ Any or all of the Leased Premises is located wholly or partially in a Moderate Risk Flood Hazard Area (“500-year floodplain”) according to FEMA’s current Flood Insurance Rate Maps for the leased premises’ area.
- ☐ The leased premises has experienced any flood damage due to a natural flood event, such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow, which is detailed as follows (attach addendum if more space is needed):

☒ None of the above conditions apply to any portion of the Leased Premises.

NOTICE TO TENANT: Flood insurance is available to renters through the Federal Emergency Management Agency’s (FEMA’s) National Flood Insurance Program (NFIP) to cover your personal property and contents in the event of a flood. A standard renter’s insurance policy does not typically cover flood damage. You are encouraged to examine your policy to determine whether you are covered.

Owner Name (print) KRE 540 Fulton Owner LLC

Owner Signature Genesis Sequeira

Date: _____

Tenant Name (print) Mosier, Alexis

Tenant Signature 

Date: _____

HALLWAY RIDER

Tenant Acknowledgment. Tenant acknowledges and agrees that storage of personal property, trash and/or other items in the Building's common areas (including, but not limited to, hallways, sidewalks, courts, entry passages, and stairways, etc.) constitutes a violation of the New York City Building Code and/or New York City Fire Code by impeding the Building's egress passageways.

Obstructions. Tenant shall keep the Building's common areas free from any trash and/or personal property (including, but not limited to, bicycles, furniture, carriers, decorations, boxes, etc.). Trash must be disposed of in designated areas in the Building and may only be disposed in such designated areas. Landlord reserves the right to remove any and all objectionable items. Landlord may dispose of all such objectionable items without any liability.

Fine(s). Tenant shall be liable for fines to Landlord in the amount of **\$100.00 per occurrence** of any violation of the terms of this Rider. Tenant shall be responsible for payment of any such fine(s) within 10 days of written notice from Landlord of the violation. Any unpaid fine shall be added as Additional Rent to Tenant's monthly rent statement.

Application. This Rider shall be binding upon Tenant, as well as Tenant's agents, employees, family members, guests and invitees. This Rider is adopted as part of the Rules for the Building and shall be deemed to be included as part of all future leases, approved subleases or other rental agreements for any apartment in the Building.

Amendments; Renewal. Building management expressly reserves the right to revise and/or amend this Rider. Unless this Rider shall be so revised or amended, this Rider shall automatically be deemed renewed on the commencement date of any renewal of this Lease without further action by Building management.

Tenant has read and understands the terms and conditions of the above Rider and agrees to ALL of the above. Tenant understands that, in addition to subjecting Tenant to the above fine(s), a violation of this Rider may constitute a violation of Tenant's lease. The parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document.

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

X



TENANT

DATE:

X

Genesis Sequeira

LANDLORD

DATE:

Pet Rider: Rent Regulated Unit

This Rider is incorporated into the Lease entered on December 31, 2025, by and between KRE 540 Fulton Owner LLC (the “Landlord”) and Alexis Mosier (the “Tenant”) for the unit located at 540 Fulton St. # 24D, Brooklyn, NY 11201 (the “Unit”). Any conflict between the terms of the Lease and this Rider shall be resolved in favor of this Rider. Landlord and Tenant agree as follows:

1. **PERMITTED ANIMALS.** No animals may be kept in the Unit without Landlord’s prior written consent. Service or support animals needed by Occupants who have a disability, as those terms are understood by law, are permitted but must be disclosed and approved beforehand through a reasonable accommodation request (see Landlord for details or with questions). The only animals permitted to be kept in the Unit are:

Type (Dog, Cat, etc.)	Animal Name	Weight	Service or Support Animal

Tenant understands that this Rider applies only to the specific animals noted above and that no other animals may be substituted for the above animals without the prior written authorization of Landlord.

Pet Restrictions:

Occupants, guests, or invitees shall not bring into the Community any other animals, including any animals that are “just visiting,” except as required by federal law. Tenant certifies that as of the Effective Date, the animals described above have not bitten or attacked another animal or person, are not aggressive, and have not caused property damage in the past. Tenant shall immediately notify Landlord in writing if any of the animals described above exhibit vicious, aggressive or dangerous behavior during the tenancy. Tenant understands that Landlord may terminate the Lease, to the extent permitted by law, or terminate Tenant’s right to have a specific animal, if an animal poses a direct threat to others, causes physical damage to any property, and/or interferes with other tenants’ right to the quiet use and enjoyment of the premises. If an animal becomes a problem in the sole opinion of the Landlord, Landlord reserves the right to require that the animal be removed from the property. If an animal has been removed from the property, any animal deposit shall not be returned until the termination of the tenancy. Tenant acknowledges that giving Landlord false or misleading information about the animals’ behavior or failing to report vicious, aggressive or dangerous behavior during the tenancy is a material breach of this Lease. Tenant accepts full responsibility and liability for any and all damage, injury, or action arising from or caused by Occupants, guests or invitees’ animals.

2. **ANIMAL RULES.** Tenant may keep the above referenced animals under the following conditions:
 - A. **OCCUPANTS’ ANIMALS WILL BE WELL BEHAVED, WILL BE UNDER OCCUPANTS’ CONTROL AT ALL TIMES, AND WILL NOT POSE A THREAT OR APPARENT THREAT TO THE SAFETY OF OTHER TENANTS, THEIR GUESTS, OR OTHER PEOPLE OR ANIMALS IN THE COMMUNITY. TENANT’S FAILURE TO CONTROL THEIR ANIMALS IS A MATERIAL BREACH OF THE LEASE. IN THE EVENT THAT AN ANIMAL ATTACKS OR BITES ANOTHER PERSON OR ANIMAL, OR IN THE EVENT THAT THE LANDLORD RECEIVES A COMPLAINT ABOUT ANY ANIMAL, LANDLORD HEREBY RESERVES THE RIGHT TO DEMAND THAT THE ANIMAL BE REMOVED FROM THE COMMUNITY.**
 - B. Whenever animals are in the common areas of the Community, the animals must be under the complete control of a responsible human companion and on a hand-held leash or in an animal carrier.
 - C. Any damage to the exterior or interior of the Unit or within the Community caused by Occupants’ or Occupants’ guests or invitees’ animals will be the full financial responsibility of Tenant and Tenant agrees to pay all costs involved to restore the Unit or Community to its original condition, immediately upon Landlord’s demand. If any damage caused by Occupants’ or Occupants’ guests or invitees’ animals cannot



be cleaned or repaired, Tenant agrees to pay the full replacement cost, to the maximum extent permitted by law.

- D. Tenant will provide adequate and regular veterinary care, as well as ample food and water, and will not leave any animals unattended for any undue length of time. Tenant will diligently maintain the cleanliness of litter boxes as well as the animals' sleeping and feeding areas. Tenant will prevent animals from engaging in behaviors or creating excessive noise at a level that disturbs other tenants, neighbors, and/or management staff, including, but not limited to, barking, jumping, and running.
 - E. Occupants must use designated area(s) for animal defecation and urination outside the Unit and are required to immediately clean up after their animals and properly dispose of animal waste.
 - F. Animals shall not be tied to any fixed object outside the Unit and in the Community.
 - G. Tenant agrees to comply with any and all municipal and county ordinances as well as state laws applicable to animals, including but not limited to, licensing and immunizations. Tenant understands that they will be responsible for any fees, fines, or citations that are issued by any government or other entity as a result of noncompliance with applicable laws and ordinances related to animals. Upon Landlord's request, Tenant must provide copies of the animals' current license (if applicable) and vaccinations.
 - H. Other than service or support animals, and to the extent that such services exist in the Community, Occupants, guests or invitees may not bring any animals into the swimming pool area, gyms/fitness room, business center, laundry room, management office, other tenants' units, playground, clubroom, and any other recreational facility within the Community that is not specifically designated as animal friendly.
 - I. Tenant agrees to remove or confine Occupants' animals upon the request of Landlord, if Landlord determines that the presence of animals limits or prohibits Landlord, or its agents, from entering the Unit, as permitted by law or Tenant's Lease. Animals must be secured during maintenance work. If not, maintenance workers shall be entitled to leave the Unit prior to the completion of the work and it shall be Tenant's sole responsibility to schedule the completion of the work after the animal has been secured.
 - J. If there is reasonable cause to believe an emergency exists with respect to an Occupants' animals, and if efforts to contact Occupants are unsuccessful, Landlord may contact the local animal control authority or other appropriate party and assist its staff in entering Occupants' Unit. Examples of an emergency include, but are not limited to, suspected abuse or neglect, abandonment, fire or other disaster, or any prolonged disturbance. If it becomes necessary for an Occupant's animals to be boarded, any and all costs incurred will be the sole responsibility of Tenant.
 - K. Dogs and cats must be housebroken. All other animals must always be caged.
 - L. No animal offspring are allowed. All cats and dogs must be neutered or spayed, unless they are service or support animals.
 - M. Dogs and cats must be on a monthly flea and tick prevention program. Tenant must prevent any flea and tick infestation, and must, at Landlord's request, exterminate any and all areas affected by a flea or tick infestation at Tenant's sole cost.
 - N. At move-out, Tenant will be responsible for any additional costs in preparing the Unit for the next tenant as a result of Occupants' animals, including but not limited to, carpet shampooing and defleaing the Unit. While Tenant will be responsible for these additional costs, Landlord will not deduct these costs from Tenant's security deposit if the costs constitute normal wear and tear.
3. **SPECIFIC TYPES OF ANIMALS.** At Landlord's discretion, and as permitted or required by law, including, but not limited to, fair housing laws, Landlord may prohibit specific breeds, sizes and weights of dogs and other animals from the Community.

[Remainder of page intentionally left blank.]

4. **ADDITIONAL RULES.** Landlord shall have the right to make reasonable changes and additions to the above rules. Such additional rules shall become effective upon written notice to Tenant.
5. **CAPITALIZED TERMS.** Capitalized terms used and not otherwise defined in this Rider have the meanings given to them in the Lease.

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

Tenant:

Signature:  _____
Print Name: _____
Signature: _____
Print Name: _____

Landlord or Landlord’s Representative:

Signature: Genesis Sequeira
Print Name: _____

Landlord:

Tenant:

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

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

NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)

UNIT INFORMATION

STREET: _____

UNIT OR APARTMENT NUMBER: _____

CITY/TOWN/VILLAGE: _____

STATE: _____

ZIP CODE: _____

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

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

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

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

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

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

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

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

(PLEASE MARK AND FILL OUT THE APPLICABLE RESPONSE)

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

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

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

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

- ☐ A. This unit is exempt from Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, for the reasons stated in response to question 2, above (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED);
- B. The tenant is receiving this notice in connection with a first lease or a renewal lease, so the landlord does not need to check any of the lawful reasons listed below for not renewing a lease under Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED);
- C. The landlord is not renewing the lease because the unit is sublet and the sublessor seeks in good faith to recover possession of the unit for their own personal use and occupancy (exemption under subdivision 3 of section 214 of the Real Property Law);
- D. The landlord is not renewing the lease because the possession, use or occupancy of the unit is solely incident to employment and the employment is being or has been lawfully terminated (exemption under subdivision 4 of section 214 of the Real Property Law);
- E. The landlord is not renewing the lease because the tenant has failed to pay rent due and owing, and the rent due or owing, or any part thereof, did not result from a rent increase which is unreasonable. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of:
- (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or
 - (b) 10 percent
- (good cause for eviction under paragraph a of subdivision 1 of section 216 of the Real Property Law);
- F. The landlord is not renewing the lease because the tenant is violating a substantial obligation of their tenancy or breaching any of the landlord's rules and regulations governing the premises, other than the obligation to surrender possession of the premises, and the tenant has failed to cure the violation after written notice that the violation must cease within 10 days of receipt of the written notice. For this good cause to apply, the obligation the tenant violated cannot be an obligation that was imposed for the purpose of circumventing the intent of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law. The landlord's rules or regulations that the tenant has violated also must be reasonable and have been accepted in writing by the tenant or made a part of the lease at the beginning of the lease term (good cause for eviction under paragraph b of subdivision 1 of section 216 of the Real Property Law);
- G. The landlord is not renewing the lease because the tenant is either
- (a) committing or permitting a nuisance on the unit or the premises;

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

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

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

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

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

(a) 65 years old or older; or

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

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

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

*Genesis Sequeira*_____
Landlord or Agent Signature_____
Print Landlord or Agent Name_____
Date_____
Landlord or Agent Address_____
Landlord or Agent Phone_____
Landlord or Agent Email

Receipt acknowledged by:



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

The law requires the owner of the premises to notify tenants regarding the following:

Suspected Gas Leak Procedure: When a tenant suspects that a gas leak has occurred, the tenant should take the following actions:

1. Quickly open nearby doors and windows and then leave the building immediately; do not attempt to locate the leak. Do not turn on or off any electrical appliances, do not smoke or light matches or lighters, and do not use a house-phone or cell-phone within the building;
2. After leaving the building, from a safe distance away from the building, call 911 immediately to report the suspected gas leak;
3. After calling 911, call the gas service provider for this building as follows:

Con Edison
Provider

(800) 752-6633
Number

Smoke Detectors: The law requires the owner of the premises to provide and install one or more approved and operational smoke detectors in each apartment and to periodically replace such devices upon the expiration of their useful life in accordance with Article 312 of Chapter 3 of Title 28 of the New York City Administrative Code. The tenant of each apartment is responsible for the maintenance and repair of the detectors installed in the apartment and for replacing any or all detectors which are stolen, removed, missing or become inoperable during the occupancy of the apartment with a device meeting the requirements of Article 312 of Chapter 3 of Title 28 of the Administrative Code, unless a detector becomes inoperable within one year of being installed due to a manufacturing defect. The tenant of each apartment in this building in which a battery-operated smoke detector is provided and installed shall pay the owner a maximum of [twenty-five dollars] \$25.00, or a maximum of [fifty dollars] \$50.00 where a combined smoke and carbon monoxide detecting device or a combined smoke and natural gas detecting device is installed or a maximum of \$75.00 where a combined smoke, carbon monoxide and natural gas detecting device is installed for the cost of providing and installing each detector. The tenant has one (1) year from the date of installation to make such payment to the owner.

Carbon Monoxide Detectors: The law requires the owner of the premises to provide a carbon monoxide alarm in each apartment in this building. The carbon monoxide alarm must be placed within 15 feet of the primary entrance to each sleeping room, must be equipped with an end of life alarm, and must be periodically replaced by the owner as necessary when the suggested useful life of the alarm expires. Tenants are responsible for the maintenance and repair of the alarms installed in the apartment and for replacing any or all alarms that are stolen, removed, missing, or become inoperable during the occupancy of the apartment, unless an alarm becomes inoperable within one year of being installed due to a manufacturing defect. The occupant of each apartment in which a carbon monoxide alarm is provided and installed must pay the owner \$25.00 per alarm, or a maximum of \$50.00 per device where a combined smoke and carbon monoxide detecting device or a combined carbon monoxide and natural gas detective device is installed or a maximum of



\$75.00 per device where a combined smoke, carbon monoxide and natural gas detecting device is installed. This fee covers the cost of the work for the initial installation and each periodic replacement. The occupant has one year from the date of installation to pay the owner.

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

Date: December 31, 2025

Receipt acknowledged:

Tenant:

Signature:  _____
Print Name: _____

Signature: _____
Print Name: _____

Provided by:

Landlord or Landlord’s Representative:

Signature: Genesis Sequeira
Print Name: _____

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

BUILDING ADDRESS: _____

BUILDING OWNER/REPRESENTATIVE:

Name: _____

Address: _____

Telephone: _____

BUILDING INFORMATION:

Year of Construction: _____

Type of Construction: ☐ Combustible ☐ Non-Combustible

Number of Floors: _____ Aboveground _____ Belowground

Sprinkler System: ☐ Yes ☐ No

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

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

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

Location of Manual Pull Stations: _____

Emergency Voice Communication System: ☐ Yes ☐ No

Public Address System: ☐ Yes ☐ No

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

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

Type of Egress	Identification	Location	Leads to

Other Information: _____

DATE PREPARED: _____

**FIRE SAFETY PLAN
PART II – FIRE EMERGENCY INFORMATION**

BUILDING

ADDRESS: _____

THIS FIRE SAFETY PLAN IS INTENDED TO HELP YOU AND THE MEMBERS OF YOUR HOUSEHOLD PROTECT YOURSELVES IN THE EVENT OF FIRE. THIS FIRE SAFETY PLAN CONTAINS:

- **Basic fire prevention and fire preparedness measures that will reduce the risk of fire and maximize your safety in the event of a fire.**
- **Basic information about your building, including the type of construction, the different ways of exiting the building, and the types of fire safety systems it may have.**
- **Emergency fire safety and evacuation instructions in the event of fire in your building.**

PLEASE TAKE THE TIME TO READ THIS FIRE SAFETY PLAN AND TO DISCUSS IT WITH THE MEMBERS OF YOUR HOUSEHOLD. FIRE PREVENTION, PREPAREDNESS, AND AWARENESS CAN SAVE YOUR LIFE!

IN THE EVENT OF A FIRE,

CALL 911

OR THE FIRE DEPARTMENT DISPATCHER, AT

Manhattan	(212) 999-2222
Bronx	(212) 999-3333
Brooklyn	(718) 999-4444
Queens	(718) 999-5555
Staten Island	(718) 999-6666

**OR TRANSMIT AN ALARM
FROM THE NEAREST FIRE
ALARM BOX**

BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

1. Every apartment should be equipped with at least one smoke detector. Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward or back an hour, and whenever a smoke detector chirps to signal that its battery is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.

2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
4. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffeepot or teapot is unplugged.
5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
6. Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's opening device so it operates smoothly. Familiarize yourself and the members of your household with the operation of the window gate.
8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.
9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

BUILDING INFORMATION

Building Construction

In a fire emergency, the decision to leave or to stay in your apartment will depend in part on the type of building you are in.

Residential buildings built before 1968 are generally classified either as "fireproof" or "non-fireproof." Residential buildings built in or after 1968 are generally classified either as

“combustible” or “non-combustible.” The type of building construction generally depends on the size and height of the building.

A “non-combustible” or “fireproof” building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to fire and therefore will not contribute to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or space in which they start and less likely to spread inside the building walls to other apartments and floors. THIS DOES NOT MEAN THAT THE BUILDING IS IMMUNE TO FIRE. While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke, which can travel throughout the building, especially if apartment or stairwell doors are left open.

A “combustible” or “non-fireproof” building has structural components (such as wood) that will burn if exposed to fire and can contribute to the spread of the fire. In such buildings, the fire can spread inside the building walls to other apartments and floors, in addition to the flame, heat and smoke that can be generated by the burning of the contents of the building.

Be sure to check Part I (Building Information Section) of this fire safety plan to see what type of building you are in.

Means of Egress

All residential buildings have at least one means of egress (way of exiting the building), and most have at least two. There are several different types of egress:

Interior Stairs: All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed. Unenclosed stairwells (stairs that are not separated from the hallways by walls and doors) do not prevent the spread of flame, heat and smoke. Since flame, heat and smoke generally rise, unenclosed stairwells may not ensure safe egress in the event of a fire on a lower floor. Enclosed stairs are more likely to permit safe egress from the building, if the doors are kept closed. It is important to get familiar with the means of egress available in your building.

Exterior Stairs: Some buildings provide access to the apartments by means of stairs and corridors that are outdoors. The fact that they are outdoors and do not trap heat and smoke enhances their safety in the event of a fire, provided that they are not obstructed.

Fire Tower Stairs: These are generally enclosed stairwells in a “tower” separated from the building by air shafts open to the outside. The open air shafts allow heat and smoke to escape from the building.

Fire Escapes: Many older buildings are equipped with a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes are considered a “secondary” or alternative means of egress, and are to be used if the primary means of egress (stairwells) cannot be safely used to exit the building because they are obstructed by flame, heat or smoke.

Exits: Most buildings have more than one exit. In addition to the main entrance to the building, there may be separate side exits, rear exits, basement exits, roof exits and exits to the street from stairwells. Some of these exits may have alarms. Not all of these exits may lead to the street. Roof exits may or may not allow access to adjoining buildings.

Be sure to review Part I (Building Information Section) of this fire safety plan and familiarize yourself with the different means of egress from your building.

Fire Sprinkler Systems

A fire sprinkler system is a system of pipes and sprinkler heads that when triggered by the heat of a fire automatically discharges water that extinguishes the fire. The sprinkler system will continue to discharge water until it is turned off. When a sprinkler system activates, an alarm is sounded.

Sprinkler systems are very effective at preventing fire from spreading beyond the room in which it starts. However, the fire may still generate smoke, which can travel throughout the building.

Residential buildings are generally not required to have fire sprinkler systems. Some residential buildings are equipped with sprinkler systems, but only in compactor chutes and rooms or boiler rooms. All apartment buildings constructed or substantially renovated after March 1999 will be required by law to be equipped with fire sprinkler systems throughout the building.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with fire sprinkler systems.

Interior Fire Alarm Systems

Although generally not required, some residential buildings are equipped with interior fire alarm systems that are designed to warn building occupants of a fire in the building. Interior fire alarm systems generally consist of a panel located in a lobby or basement, with manual pull stations located near the main entrance and by each stairwell door. Interior fire alarm systems are usually manually-activated (must be pulled by hand) and do not automatically transmit a signal to the Fire Department, so a telephone call must still be made to 911 or the Fire Department dispatcher. Do not assume that the Fire Department has been notified because you hear a fire alarm or smoke detector sounding in the building.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with an interior fire alarm system and whether the alarm is transmitted to the Fire Department, and familiarize yourself with the location of the manual pull stations and how to activate them in the event of a fire.

Public Address Systems

Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually in the building lobby. Public address systems are different from building intercoms, and usually consist of loudspeakers

in building hallways and/or stairwells.

Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with a public address system.

EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

IN THE EVENT OF A FIRE, FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. HOWEVER, THERE MAY BE EMERGENCY SITUATIONS IN WHICH YOU MAY BE REQUIRED TO DECIDE ON A COURSE OF ACTION TO PROTECT YOURSELF AND THE OTHER MEMBERS OF YOUR HOUSEHOLD.

THIS FIRE SAFETY PLAN IS INTENDED TO ASSIST YOU IN SELECTING THE SAFEST COURSE OF ACTION IN SUCH AN EMERGENCY. PLEASE NOTE THAT NO FIRE SAFETY PLAN CAN ACCOUNT FOR ALL OF THE POSSIBLE FACTORS AND CHANGING CONDITIONS; YOU WILL HAVE TO DECIDE FOR YOURSELF WHAT IS THE SAFEST COURSE OF ACTION UNDER THE CIRCUMSTANCES.

General Emergency Fire Safety Instructions

1. Stay calm. Do not panic. Notify the Fire Department as soon as possible. Firefighters will be on the scene of a fire within minutes of receiving an alarm.
2. Because flame, heat and smoke rise, generally a fire on a floor below your apartment presents a greater threat to your safety than a fire on a floor above your apartment.
3. Do not overestimate your ability to put out a fire. Most fires cannot be easily or safely extinguished. Do not attempt to put the fire out once it begins to quickly spread. If you attempt to put a fire out, make sure you have a clear path of retreat from the room.
4. If you decide to exit the building during a fire, close all doors as you exit to confine the fire. Never use the elevator. It could stop between floors or take you to where the fire is.
5. Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in a heavy smoke condition, get down on the floor and crawl. Take short breaths, breathing through your nose.
6. If your clothes catch fire, don't run. Stop where you are, drop to the ground, cover your face with your hands to protect your face and lungs and roll over to smother the flames.

Evacuation Instructions If The Fire Is In Your Apartment (All Types of Building Construction)

1. Close the door to the room where the fire is, and leave the apartment.

2. Make sure EVERYONE leaves the apartment with you.
3. Take your keys.
4. Close, but do not lock, the apartment door.
5. Alert people on your floor by knocking on their doors on your way to the exit.
6. Use the nearest stairwell to exit the building.
7. DO NOT USE THE ELEVATOR.
8. Call 911 once you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
9. Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.

Evacuation Instructions If The Fire Is Not In Your Apartment

“NON-COMBUSTIBLE” OR “FIREPROOF” BUILDINGS:

1. Stay inside your apartment and listen for instructions from firefighters unless conditions become dangerous.
2. If you must exit your apartment, first feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
3. If you can safely exit your apartment, follow the instructions above for a fire in your apartment.
4. If you cannot safely exit your apartment or building, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
5. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
6. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
7. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
8. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

“COMBUSTIBLE” OR “NON-FIREPROOF” BUILDING

1. Feel your apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
2. Exit your apartment and building if you can safely do so, following the instructions above for a fire in your apartment.
3. If the hallway or stairwell is not safe because of smoke, heat or fire and you have access to a fire escape, use it to exit the building. Proceed cautiously on the fire escape and always carry or hold onto small children.
4. If you cannot use the stairs or fire escape, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
 - A. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
 - B. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
 - C. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
 - D. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

NEW YORK CITY APARTMENT BUILDING EMERGENCY PREPAREDNESS GUIDE



EMERGENCY PREPAREDNESS BASICS

PEOPLE WHO NEED ASSISTANCE

**READINESS SUPPLIES (FOR HOME
EMERGENCIES AND YOUR GO BAG)**

HOME SAFETY AND FIRE PREVENTION

KNOW YOUR BUILDING

**WHAT TO DO IN A FIRE/
NON-FIRE EMERGENCY**

**EMERGENCY PREPAREDNESS
RESOURCES**



Developed by the NYC Fire Department to inform apartment building residents and staff about apartment building safety, and what each resident can do to prepare for emergencies, prevent fires and protect themselves and their families during a fire or non-fire emergency.

2024

NEW YORK CITY APARTMENT BUILDING EMERGENCY PREPAREDNESS GUIDE

For Apartment Building Residents and Staff

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This emergency preparedness guide has been developed by the New York City Fire Department for distribution to apartment building residents and staff.

It is designed to educate you about your building and what you and the members of your household can do to prepare for emergencies, prevent fires and protect yourselves during a fire or non-fire emergency.

If you receive this guide from the building owner or manager, it will include a Building Information Sheet prepared by the building owner describing the construction of your building, building fire protection systems and exits; an individual emergency preparedness/evacuation planning checklist; and other information that will inform your emergency planning.

1. **EMERGENCY PREPAREDNESS BASICS**

- A. Stay Informed/Emergency Notification Systems**
- B. Sheltering In Place/Emergency Supply Kit**
- C. When To Evacuate/Emergency Shelter**
- D. Reconnecting With Your Family**

A. Stay Informed/Emergency Notification Systems

1. Notify NYC is the City's official source of emergency information, including weather emergencies and subway and road closures. Sign up at <https://a858-nycnotify.nyc.gov/notifynyc/> for free emergency alerts or to download the Notify NYC application for mobile applications. Consult [NYC.gov/notifynyc](https://nyc.gov/notifynyc) for the most up to date information.

2. Connect with 311

Online

- [NYC311 Online](#)
- [Twitter](#)
- [Facebook](#)
- [Instagram](#)
- Skype call at 212-NEW-YORK (212-639-9675).

NYC311 does not currently accept requests by email or instant message.

Mobile App

- [NYC311 App](#)

By Phone

Call NYC311 at [311](tel:311). You can also text at 311-692.

Call 212-NEW-YORK (212-639-9675) if you are:

- Outside of New York City
- Using a Voice over Internet Protocol (VoIP) Provider
- Connecting with NYC311 via 711 or TTY (teletypewriter)
- Connecting with NYC311 via Video Relay Service (VRS)

When you call 311, your phone service provider charges the cost of a local call. When you are transferred to another phone number from 311, there is no additional cost.

3. During an emergency, follow instructions from on-scene emergency responders or, if the emergency is not at your building, monitor Notify NYC, local radio, television and internet news services for the latest information, including information about emergency shelter.

B. Sheltering in Place/Emergency Supply Kit

1. During some emergencies, officials may advise you to stay where you are (shelter in place). Generally, this means that it is safest for you to remain in your apartment while firefighters put out a fire or emergency responders clear a nearby hazard.
2. The emergency procedures discussed in this Guide (see Section 6, What to Do in a Fire or Non-Fire Emergency) will explain when to leave and when to shelter in place. In all cases, follow the instructions of on-scene police, firefighters or other emergency responders.
3. If an emergency requires that you shelter in place, do not leave your place of safety to pick your children up from school until the danger has passed and shelter-in-place orders have

been lifted. Schools have their own shelter-in-place procedures. You will only endanger yourself by leaving a safe area during the emergency.

4. For weather emergencies and other emergencies that may require that you stay at home for several days, keep an emergency supply kit. See Section 3(A), Home Emergency Supply Kit.

C. When to Evacuate/Emergency Shelter

1. Evacuate immediately when you:
 - Are in immediate danger.
 - Are in a type of building in which evacuation is recommended and you can safely do so. See Section 7(A).
 - Are instructed to do so by an on-scene emergency responder.
 - Are ordered to do so by the Mayor or other public authority.
2. If you must evacuate your building or are directed by authorities to evacuate, make arrangements to stay with friends or family. During a coastal storm evacuation, the City and/or its partners will open evacuation centers throughout the five boroughs. Know which evacuation center is closest to you by visiting [NYC.gov/knowyourzone](https://nyc.gov/knowyourzone), or calling 311 (see instructions on page 3).

D. Reconnecting With Your Family

Discuss with your family and household members where to meet if you have to evacuate your building and cannot return.

1. Identify two places to meet: one near your home and one outside your neighborhood.
2. Designate an out-of-area friend or relative who household members can call if separated during a disaster. Long-distance calls may be easier to make than local calls. This out-of-area contact can help you communicate with others.

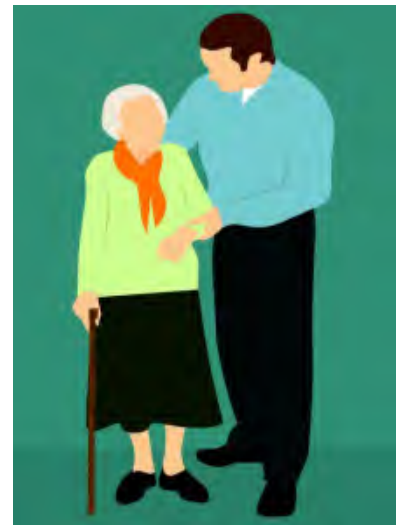
2. PEOPLE WHO NEED ASSISTANCE

A. If you need help

B. If you can provide help

A. If you need help

1. If you will have difficulty leaving the building (or going elsewhere once you are out of the building) without assistance, make a plan in advance and identify people who could help you.
 - If you live alone, or your household members work or are not capable of assisting you, consider asking neighbors to help you down the stairs (in case of fire or power failure). Keep their telephone numbers and other contact information handy.
 - If you rely on the elevator for evacuation, ask the building owner or manager if they will notify you in advance before they take the elevator out of service during an emergency (or for maintenance in normal circumstances).
 - If your building has staff, ask your building owner or manager if the staff can alert emergency responders and/or assist you, if possible.



You can prevent a fire or other emergency by making sure your home is protected by working home safety devices, by heating your home safely, and by preventing fires before they start.

A. Home Safety Devices

1. Smoke and carbon monoxide alarms

- Make sure you have smoke alarms (also called smoke detectors) and carbon monoxide alarms in your apartment. New York City law requires landlords and other owners to install smoke and carbon monoxide alarms within 15 feet of the entrance to each sleeping room and in the basement. (New buildings must also have one within each sleeping room.)
- Combined smoke/carbon monoxide alarms may be used.
- Make sure the alarms are still working. Tenants are responsible for maintaining the smoke and carbon monoxide alarms in their apartments.
- Test the devices at least once a month by pressing the test button.
- Newer models are powered by electricity or have a built-in 10-year battery.
- Older models have removable batteries. Replace the batteries at least twice a year (when you change the clocks in the spring and fall is a good time). Replace the battery right away if the alarm makes a sound that indicates that the battery is low.
- Smoke and carbon monoxide alarms must be replaced in accordance with the manufacturer's recommendation, but at least once every 10 years.



2. Assistive devices

- If you or a member of your household is deaf or has limited hearing, consult with the building owner or manager regarding installation of smoke/carbon monoxide detector devices that activate a visual (strobe) or tactile (vibration) alert.
- For more information, see Section 7, Emergency Preparedness Resources.

B. Safe Home Heating

1. Call 311 (see instructions on page 3) for a fire inspection if you are unsure your heat source is safe.
2. If you need a portable heater, only use portable electrical heaters approved for indoor use (with enclosed heating elements). Do NOT use your stove or oven to heat your apartment. Do NOT use kerosene or propane heaters, which are dangerous and illegal for indoor use in New York City.
3. Check the power current required to operate the portable heater. Make sure that it can safely operate on a standard household electrical circuit. See Section 4(C), Fire Prevention Tips.

4. Check the heater from time to time when it is on, and turn it off when you leave the apartment or when you go to sleep. Never leave children alone in a room when a portable space heater is on.
5. Keep all household materials that can catch on fire, including furniture, drapes, carpeting and paper, at least three feet away from the heat source. Never drape clothes over a space heater to dry.

C. Lithium-Ion Battery E-Safety

(Fire Safety Hazards Associated with Li-Ion Battery-Powered Micromobility Devices)

1. Lithium-ion batteries have become a leading cause of fires and fire deaths in New York City. The batteries are found in micromobility devices such as e-bikes, e-scooters, hoverboards and other devices. These battery fires are explosive, fastmoving and destructive.
2. Fires, fire injuries, and fire fatalities in multiple dwellings have increased in NYC in recent years.

Year	Fires	Injuries	Fatalities
2022	99	114	5
2023	106	94	7
2024 (as of 10/21/2024)	85	67	3

3. Lithium-ion batteries that have been damaged or tampered with are particularly dangerous. One such battery that was discarded on a City street burned for 10 minutes, continuously exploding and spreading flaming debris.
See the video at: <https://www.youtube.com/watch?v=abSwgIkPJ20&t=1s>.
4. For information about safe disposal of lithium-ion batteries, visit www.FDNYsmart.org.

Immediately stop charging your lithium-ion battery and call 911 if you notice:

- Fire or Smoke
- Battery overheating
- Change in battery shape or color
- Battery making odd noises
- Battery leaking
- Strange battery smell
- Battery damaged or tampered with

Here's What to Do to Be E-Safe

- **BUY only lithium-ion battery powered e-bikes or other micromobility devices that are CERTIFIED by an accredited testing laboratory. Look for a UL or other accredited testing laboratory symbol that references UL Standard 2849, 2272 or 2271.**
 - WHY? These certifications provide proof that these products meet industry standards and are safe to operate under normal circumstances.

- **USE the original battery, power adapter and power cord supplied with the device, or a manufacturer-recommended or accredited testing laboratory-certified replacement.**
 - NEVER use unapproved chargers/batteries, even if they cost less.
 - WHY? Uncertified batteries or chargers may not be designed to work with your product.
 - RESULT: An unapproved battery may overcharge, overheat and catch on fire.
- **PLUG the e-bike directly into an electrical wall outlet when charging.**
 - NEVER charge a lithium-ion battery with an extension cord or power strip.
 - WHY? These batteries require a lot of electrical current, more than most extension cords and power strips can handle.
 - RESULT: The extension cord or power strip can overheat and cause a fire.
- **CHARGE your e-bike or other device in a safe facility, not in your apartment, if possible. Ask your building or employer if they can provide a safe charging and storage facility.**
 - WHY? Lithium-ion batteries store a lot of energy and when they overheat they release intense energy. Most apartments do not have sprinklers, and many furnishings and household items are highly combustible.
 - RESULT: A fire in your apartment can be devastating.
- **MAKE SURE you have a way out of the apartment in the event of fire!**
 - NEVER charge your lithium-ion battery or store the battery next to an apartment door or window that can be used to escape.
- **MONITOR your e-bike or e-bike battery when it is being charged.**
 - READ the manufacturer's charging and storage instructions and follow them.
 - NEVER charge the battery overnight or when you are not in the apartment.
 - NEVER charge an e-bike or e-bike battery on or near your bed or couch, or close to drapes, papers or other combustible materials

D. Additional Fire Prevention Tips

1. Discarded, accidentally left lit and carelessly handled cigarettes are a leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa or other upholstered furniture. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
2. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
3. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your stove and oven are off.
4. Monitor coffee pots, hot plates and other electrical devices with heating elements. Don't leave them on when not needed. Make sure to turn them off at night or when no one is home.

5. Never plug too many devices into electrical outlets. Most household outlets provide 15 amperes of electrical current, except outlets designated for large household appliances or air conditioners. Do not operate household equipment, including microwaves, toasters, coffee pots, hot plates and other devices that use a significant amount of current on the same electrical outlet without first checking the amount of current they use.
6. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
7. Keep all doorways, and all windows leading to fire escapes, free of obstructions.
8. Report to the building owner or manager any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
9. Window gates should be installed only when absolutely necessary for security reasons. Install only Fire Department-approved window gates.
 - Do not install window gates with key or combination locks. A delay in finding or using the key or combination could cost lives.
 - Familiarize yourself and the members of your household with the operation of the window gate.
 - Maintain the window gate's operating mechanism so it opens smoothly. Don't place any furniture or personal items where they would prevent the window gates from opening.
10. Familiarize yourself and members of your household with the location of all building stairwells, fire escapes and exits and the route to get to them.
11. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
12. Exercise care in the use and placement of fresh cut decorative greens, including Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including candles and fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.
13. Never use a propane, charcoal or other portable grill indoors.
14. Decorative fireplaces that use liquid alcohol or other flammable liquid are a potential fire hazard. The liquid is easy to spill and quick to ignite. See Section 7, Emergency Preparedness Resources, for more information.

E. Extinguishing a Small Fire

1. You are not expected to put out a fire once it has spread. Instead:
 - Get everyone out of the apartment.
 - Leave immediately and close the apartment door behind you. (**This is very important.**)
 - Report the fire by calling 911 as soon as you reach a safe location. (If your building has a fire alarm system, use the manual pull station to activate the fire alarm as you leave the building.)
 - Notify any building staff.
2. For a fire that has not spread, you can use a portable fire extinguisher. Standard ABC-type (dry chemical) portable fire extinguishers are designed for household fires, except for stove-top fires. Cover the pan or pot and/or use a baking soda or wet portable fire extinguisher (labeled Class K) for stove-top grease/oil fires.
3. To use a portable fire extinguisher, remember P.A.S.S.:
 - Pull
 - Aim
 - Squeeze
 - Sweep



5. KNOW YOUR BUILDING

Learn about your building's construction and types of fire protection systems. This will help you make informed decisions in the event of a fire or non-fire emergency in your building.

- Building construction: Is your building made of fireproof (non-combustible) material or non-fireproof (combustible) material?
- Building fire protection systems: Is your building protected by a sprinkler system? Does it have a fire alarm system or a building communications system?
- Getting out safely (means of egress): How can I get out of the building in case of emergency? Where do the stairwells and other exits leave me: on the street, in the lobby, in the rear yard or other location?

Review the Building Information Sheet you receive from your building owner. Owners of apartment buildings (three or more apartments) are required to prepare and distribute a Building Information Sheet and New York City Apartment Building Emergency Preparedness Guide to all residents and building staff. They are also required to post an Emergency Preparedness Notice on the inside of your apartment entrance door, and in the lobby or common area.

- A. **Building Construction**
- B. **Fire Protection Systems**
- C. **Getting Out Safely (Means of Egress)**
- D. **Apartment Identification and Fire Emergency Markings**

A. **Building Construction**

1. **Non-Combustible Buildings.** A “non-combustible” or “fireproof” building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to fire and therefore will not contribute to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or part thereof in which they start and less likely to spread beyond the building walls to other apartments and floors.
 - THIS DOES NOT MEAN THAT A NON-COMBUSTIBLE BUILDING IS IMMUNE FROM FIRE. While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke and carbon monoxide, which can travel throughout the building, especially if apartment or stairwell doors are left open.
2. **Combustible Buildings.** A “combustible” or “non-fireproof” building has a wood or other structure that will burn if exposed to fire. A fire that spreads from the burning contents of an apartment into the building walls can spread within the walls and endanger the entire building.



Check the Building Information Sheet for your building to see whether it is combustible or non-combustible construction.

B. **Fire Protection Systems**

Regardless of the type of construction it is, your building may be protected by fire protection systems that detect and/or help prevent fires, and provide early warning to building occupants.

1. **Fire Separations.** Most apartments have sheetrock walls and ceilings and fire-rated metal doors. Many buildings also have enclosed stairwells (enclosed within their own walls and doors). Sheetrock and fire-rated doors are “passive” fire protection systems designed to contain the fire for some amount of time, to allow the Fire Department to respond and extinguish the fire and rescue building occupants.
 - ALWAYS close the door to your apartment as you leave if there is a fire in the apartment. LEAVING THE APARTMENT DOOR OPEN WHEN THE APARTMENT IS ON FIRE ALLOWS THE FIRE TO SPREAD OUTSIDE OF THE APARTMENT.
 - NEVER block/chock open stairwell doors. Stairwell doors should be kept closed at all times.
2. **Sprinkler Systems.** A sprinkler system is designed to extinguish a fire by spraying water on it. A sprinkler head on the ceiling detects the heat of a fire and automatically releases the water.

from the pipe in the ceiling. It also sounds an alarm at street level, or, in most newer buildings, transmits an alarm to a fire alarm company central monitoring station.

- Sprinklers are good at preventing a fire from spreading, but the fire may still generate a large quantity of smoke. Smoke spread can be life-threatening to other building occupants. Always close the apartment door as you leave.
- Apartment buildings constructed since 2000 generally are protected by a sprinkler system. Earlier buildings generally do not have a sprinkler system throughout the building. Some have partial sprinkler systems in open stairwells, compactor rooms or other areas.



3. Emergency Voice Communication Systems. Most high-rise apartment buildings constructed since 2009 that are taller than 12 stories or 125 feet are equipped with a building-wide emergency voice communication system that allows Fire Department personnel to make announcements in the stairwells and in each dwelling unit from a central location, usually the building lobby.
4. Fire Alarm Systems. All apartment buildings have smoke alarms and carbon monoxide alarms in individual apartments (see Home Safety Devices, Section 4(a) above). These alarms are not connected to a building fire alarm system and do not automatically notify a fire alarm company central station; they only sound in the apartment.

Some buildings have fire alarm systems, but they may be limited in the areas they cover and may not activate an alarm throughout the building.

- Most apartment buildings built since 2009 have a building fire alarm system, but it is limited to smoke detection in mechanical and electrical rooms. Any alarm in those rooms is automatically transmitted to a fire alarm company central monitoring station, which notifies the Fire Department.
- Some older buildings have an interior fire alarm system with loudspeakers designed to warn building occupants of a fire in the building and manual pull stations that can be used to activate the fire alarm system. The manual pull stations are usually located near the main entrance and by each stairwell door. The manual pull stations generally do not automatically transmit a signal to a fire alarm company central monitoring station.

If you see or hear any of these devices sound an alarm, call 911. Do not assume that the Fire Department has been notified.

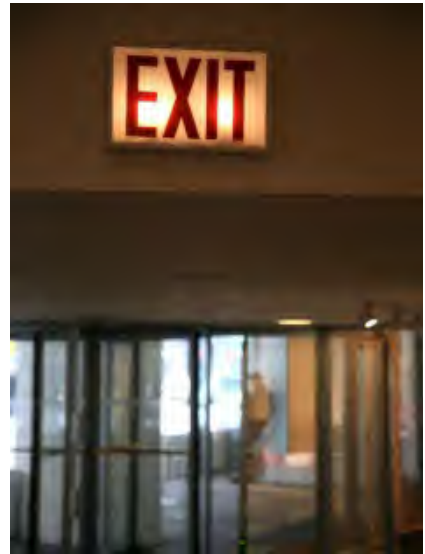
5. Public Address Systems. Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually the building lobby. Public address systems are different from building intercoms, and usually consist of loudspeakers in building hallways and/or stairwells.

Check the Building Information Sheet for your building to see whether there is a sprinkler system, fire alarm system, emergency voice communication system or public address system in your building.

C. Getting Out Safely (Means of Egress)

Almost all residential apartment buildings have at least two means of egress (way of exiting the building). There are several different types of egress:

1. Interior Stairs. All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed.
 - Enclosed stairwells are more likely to allow safe egress from the building, if the doors are kept closed.
 - Unenclosed stairs do not prevent the spread of flame, heat and smoke. Flames, heat and smoke from a fire will rise up the stairs and prevent safe egress down the stairs from floors above the fire.
2. Exterior Stairs. Some buildings provide access to the apartments by means of outdoor stairs and corridors. The fact that they are outdoors and do not trap heat and smoke enhance their safety in the event of a fire, provided that they are not obstructed.
3. Fire Tower Stairs. These are generally enclosed stairwells in a “tower” separated from the building by air shafts open to the outside. The open air shafts allow the heat and smoke to escape, keeping the stairwell safe.
4. Fire Escapes. Older buildings may have a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes should be used only if the primary means of egress from the building (stairwells) have become unsafe because they are obstructed by flame, heat or smoke.
5. Exits. Almost all buildings have more than one exit to the outdoors. In addition to the main entrance to the building, there may be side exits, rear exits, basement exits, and exits to the street from stairwells. You should know which exits lead to the street or other safe place, and how to get to them from your apartment.
 - Some of these exits may have alarms and should only be used in an emergency.
 - Roof access doors are not exits and may or may not allow access to adjoining buildings. Roofs are dangerous places, especially at night or in a fire. They usually have limited or no lighting and often have tripping hazards and unprotected drop-offs. Do not use roof access as an exit except as a last resort and only if there is safe access to an adjoining building.



Check the Building Information Sheet for your building to see the different means of egress from your building and where they exit the building.

D. Apartment Identification and Fire Emergency Markings

All apartments are required to have the apartment number clearly marked at eye level on the main entrance door to the apartment, in the building corridor. This will help the Fire Department and other first responders quickly locate your apartment in an emergency.

In addition, many apartment buildings are now required to post or mark the apartment number on the door jamb, at floor level. These reflective or luminous “fire emergency markings” will help the Fire Department locate your apartment during a fire or smoke condition when the eye-level door numbers are not visible. All duplex and other multi-floor apartments, and all apartment buildings that are not protected by a sprinkler system and have more than 8 apartments on a floor, are required to install the fire emergency markings on apartment and stairwell door jambs. For more information, see Section 7, Emergency Preparedness Resources.

Make sure your apartment number is on your apartment door. Check whether fire emergency markings are required in your apartment building.

6. WHAT TO DO IN A FIRE OR NON-FIRE EMERGENCY

- A. Fires**
- B. Medical Emergencies**
- C. Utility Emergencies**
- D. Weather Emergencies**
- E. Hazardous Materials Emergencies**
- F. Building Explosions/Collapse**
- G. Terrorism**

A. Fires

In the event of a fire, follow the directions of Fire Department personnel. However, there may be emergency situations in which you may be required to decide on a course of action to protect yourself and the other members of your household before Fire Department personnel arrive on scene or can provide guidance.

1. Emergency Fire Safety Instructions

The instructions below are intended to assist you in selecting the safest course of action. Please note that no instruction can account for all of the possible factors and changing conditions; you will have to decide for yourself what is the safest course of action under the circumstances.

- Stay calm. Do not panic. Notify the Fire Department as soon as possible. Firefighters will be on the scene of a fire within minutes of receiving an alarm.
- Because flame, heat and smoke rise, generally a fire on a floor below your apartment presents a greater threat to your safety than a fire on a floor above your apartment.
- Do not overestimate your ability to put out a fire. Most fires cannot be easily or safely extinguished. Do not attempt to put the fire out once it begins to quickly spread. If you attempt to put a fire out, make sure you have a clear path of retreat from the room.

- If you decide to exit the building during a fire, close all doors as you exit to confine the fire. NEVER USE THE ELEVATOR. It could stop between floors or take you to where the fire is, and can become filled with smoke or heat.
- Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in a heavy smoke condition, get down on the floor and crawl, keeping your head close to the floor. Take short breaths, breathing through your nose.
- If your clothes catch fire, don't run. Stop where you are, drop to the ground, cover your face with your hands to protect your face and lungs and roll over to smother the flames.

If the fire is in your apartment:

- Close the door to the room where the fire is, and leave the apartment.
- Make sure EVERYONE leaves the apartment with you.
- Take your keys.
- Close, but do not lock, the apartment door.
- Use the nearest stairwell that is free of smoke to exit the building.
- DO NOT USE THE ELEVATOR.
- Call 911 as soon as you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
- Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.

If the fire is not in your apartment (in NON-COMBUSTIBLE OR FIREPROOF BUILDINGS):

- Stay inside your apartment (shelter in place) and listen for instructions from firefighters unless conditions become dangerous.
- If you must exit your apartment, first feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
- If you can safely exit your apartment, follow the instructions above for a fire in your apartment.
- If you cannot safely exit your apartment or building, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
- Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
- Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
- If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
- If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

If the fire is not in your apartment (in COMBUSTIBLE OR NON-FIREPROOF BUILDINGS):

- Feel your apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
- Exit your apartment and building if you can safely do so, following the instructions above for a fire in your apartment.

- Alert people on your floor by knocking on their doors on your way to the exit.
- If the hallway or stairwell(s) are not safe because of smoke, heat or fire and you have access to a fire escape; use it to exit the building. Proceed cautiously on the fire escape and always carry or hold onto small children.
- If you cannot use the stairs or fire escape, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
- Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings with plastic and duct tape where smoke may enter.
- Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
- If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet or blow on a whistle to attract the attention of firefighters.
- If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

2. Evacuation Assistance

If you will need assistance in evacuating the building, you should develop a plan in advance and arrange a network of supports to be sure that you will be able to get out. For more information, see Section 2, Persons Who Need Assistance.

In developing your plan, take the following factors into consideration:

- The most common problem in evacuating is inability to walk or difficulty walking. Elevators can be used to evacuate the building in most emergencies, but not during a fire or power outage.
- Relocating within the building below the fire floor or non-fire emergency may be sufficient to protect you from harm.
- If you use a wheelchair, scooter or other motorized device, consider keeping a lightweight travel wheelchair or evacuation chair in your apartment to make it easier for others to assist you when the elevator can't be used. Show how it works to those who will be helping you.
- Carrying a person down flights of stairs is difficult, at best. If you and those who may be helping you think it can be done, educate yourselves as to different ways persons can be carried. For more information, see Section 7, Emergency Preparedness Resources.

As a last resort, if you are unable to evacuate, retreat to the safest area from the fire or other emergency. This could be your apartment, a neighbor's apartment, or the stairwell itself. Some newer buildings may have a room near the stairwell designed as a shelter and equipped with a telephone. Call 911 (or have others call 911) to report your situation.

B. Medical Emergencies

Take a moment to plan ahead for a medical emergency. What should you do if you, a member of your family or a neighbor experience a medical condition that requires emergency ambulance transport to a hospital?

Familiarize yourself with the warning signs of a medical emergency and the information the 911 operator will ask you to provide. Keep handy the phone numbers of someone you can call to meet emergency responders and escort them directly to the patient.

1. Warning signs. The following are warning signs of a medical emergency:

- Burns or smoke inhalation
- Bleeding that will not stop
- Breathing problems, such as difficulty breathing or shortness of breath
- Change in mental status, such as unusual behavior, confusion, difficulty in waking
- Chest pain
- Choking
- Coughing up or vomiting blood
- Fainting or loss of consciousness
- Feeling of committing suicide or murder
- Head or spine injury
- Severe or persistent vomiting
- Sudden, severe pain anywhere in the body
- Sudden dizziness, weakness, or change in vision
- Swallowing a poisonous substance
- Upper abdominal pain

2. Call 911. Should you or a member of your household experience any of the above symptoms, immediately call 911. Be ready to provide the following information to the 911 operator:

- The address of the building, including the nearest cross-street and apartment number.
- The best building entrance to use to get to where you are.
- The number of persons who are ill and your exact location inside or outside of the building.
- Your chief complaint and/or present condition (e.g. bleeding, breathing/not breathing, conscious/unconscious, etc.).
- Any disability of which emergency responders should be aware, such as hearing loss, blind or limited vision, or a cognitive disability that will affect the emergency responders ability to communicate with you.
- Have a family/household member stay with you.

3. Notify Building Staff. After calling 911, notify building staff that you have called 911 for an ambulance. Ask them to meet the emergency responders, let them into the building and assist them in finding your apartment. If you do not have or cannot reach building staff, ask a family member or neighbor to meet and assist the emergency responders.

C. Utility Emergencies

Utility disruptions include power outages, carbon dioxide releases, gas leaks and water leaks. They can affect a single apartment, building or block or the entire city.

1. Power Outages

Advance preparation:

- Keep flashlights and spare batteries in your apartment.

- Avoid the use of candles, which can start a fire. For more information about the safe use of candles, see Section 7, Emergency Preparedness Resources.
- If you rely on medical equipment that requires electric power, look into obtaining a back-up power source. Ask your utility company whether your medical equipment qualifies you to be listed as a life-sustaining equipment (LSE) customer who will be contacted in the event of power emergency. See Section 7, Emergency Preparedness Resources.
- Keep your cell phone charged. If you have a battery pack, keep it fully charged as well.

At time of the power disruption:

- Call your utility company immediately to report the outage. See Section 7, Emergency Preparedness Resources.
- Turn off all appliances that will turn on automatically when service is restored, to avoid a power surge that can damage your electrical circuits and appliances.
- Keep refrigerator and freezer doors closed as much as possible to avoid spoilage.
- Do not use generators indoors. They can create dangerous levels of carbon monoxide.
- Do not use propane or kerosene heaters or grills indoors.

2. Carbon Monoxide Release

Carbon monoxide (CO) is a colorless, odorless gas produced by fuel-burning appliances and equipment (such as stoves, furnaces and hot water heaters), fireplaces and vehicle exhaust pipes. The carbon monoxide generated by these appliances should be released outdoors through a chimney, vent pipe or other means. A blocked or cracked chimney or vent pipe can allow carbon monoxide to enter the building, sometimes many floors from the source.

Symptoms of carbon monoxide poisoning are flu-like. They may include headache, dizziness, fatigue, chest pain, vomiting. If not promptly addressed, it can cause death.

IF YOU SUSPECT CARBON MONOXIDE POISONING:

- Open windows.
- Evacuate the building.
- Call 911 as soon as you reach a safe location.
- Call your local utility company.

3. Gas Leaks

Many apartments use piped natural gas from the utility company for cooking and clothes drying. Natural gas is flammable and explosive. If it leaks and collects in an apartment or room, a spark can ignite it, causing an explosion and a fire.

Piped natural gas is given a distinctive, “rotten eggs” smell by the utility company. If you smell natural gas:

- Do not operate any light switches or electrical devices in the apartment, including your cell phone. Any spark could cause a fire.
- Do not smoke and immediately extinguish any smoking materials.
- Evacuate the building, taking all members of your family/household.
- Call 911 to report the emergency when outdoors.
- For more information about building explosions, see Section 6(F).

4. Water Leaks or Interruptions

Water leaking into electrical wiring can cause a fire.

- If water is leaking into your apartment (or from your apartment to others), immediately arrange for repairs or notify the building owner or manager to do so (as applicable).
- If water is entering electrical wiring in the ceiling or walls, call 911.
- If you have no water or very low water pressure, report the condition to 311 (see instructions on page 3).
- If you have a concern about drinking water quality, report the condition to 311. Monitor Notify NYC or local radio and TV stations for official guidance as to a widespread drinking water emergency.
- If you see water coming up from the ground or roadway, or suspect a water main break, call 311.

D. Weather Emergencies

1. Extreme Heat

During a heat wave your apartment may be unsafe if it is not air conditioned. Infants, the elderly and the ill are particularly vulnerable to the effects of extreme heat.

Monitor Notify NYC and local radio and TV stations for extreme heat warnings.

IN AN EXTREME HEAT EMERGENCY:

- With the approval of the building owner, purchase and install one or more air conditioners. Only install air conditioners if the apartment's electrical wiring can provide adequate power. Make sure that the air conditioners that you purchase do not require more power than your apartment's electrical wiring can provide. Air conditioners should be installed by a trained and knowledgeable person to make sure that they are securely affixed to the building and do not endanger others below.
- Spend as much time as possible, especially during the day, in an air conditioned place. This could be a friend or neighbor's apartment, a restaurant or store, or a cooling center.
- During heat emergencies, New York City operates cooling centers in air-conditioned public facilities. Public pools may also be available. Call 311 or access NYC Cool options at <https://finder.nyc.gov/coolingcenters/> during a heat emergency to find a local cooling center or pool.
- Avoid strenuous activity.
- Drink plenty of water. Avoid alcohol and caffeinated beverages.
- Conserve power: if you have an air conditioner, set it no lower than 78 degrees during a heat wave when you are in your apartment, and turn off nonessential appliances.

2. Blizzards and Other Winter Weather Storms

The public is generally advised to shelter in place in their homes during a winter weather storm. Apartment buildings usually provide a safe environment during storms and persons can remain indoors for several days if necessary if they make adequate provision for food and other supplies.

3. Heavy Rain, Coastal Storms and Hurricanes

In recent years, heavy rainstorms have caused flash flooding in NYC, inundating streets, subways, and basement apartments. Basement apartments and other low-lying areas are at risk of flooding in heavy rain. Make plans to evacuate your basement apartment in advance of a storm that is predicted to cause flooding, or seek shelter on a higher floor. If you are caught inside by rising waters, call 911 for help. Do NOT try to swim to safety.



Avoid travel if heavy rain is forecasted and during storms. Avoid walking and driving through flooded areas. As few as six inches of moving water can knock a person over. Six inches of water will reach the bottom of most cars, causing loss of control and possible stalling. One or two feet of water can carry away a vehicle. Many deaths result from cars swept away by floodwaters.

If you have to walk in water, walk where the water is not moving or uses a stick to check the safety of your path. Do not enter flooded subway stations or buildings surrounded by floodwaters.

For more information, visit NYCEM's website:
<https://www.nyc.gov/site/em/ready/flooding.page>.

In some extreme weather emergencies, such as hurricanes, the City may order evacuations in areas. If you live in a high rise building, especially on the 10th floor or above, stay away from windows in case they break or shatter, or move to a lower floor.

Advance preparation:

- Before a coastal storm or hurricane, find out if you live in one of New York City's hurricane evacuation zones. See Section 7, Emergency Preparedness Resources, or [NYC.gov/knowyourzone](https://nyc.gov/knowyourzone).
- Prepare your home. Secure outdoor objects, close windows and exterior doors securely, move valuable items to upper floors, and top off your generator with fuel.



- Have your Go Bag ready.
- Know where you will go in the event an evacuation order is issued. Stay with family or friends or call 311 for information before, during or after the storm.
- If ordered to evacuate, do so as directed. Use public transportation if possible. Keep in mind that public transportation may shut down several hours before the storm arrives.
- If you need to use the elevator to evacuate and are in an evacuation zone, be sure to evacuate before elevator service is discontinued to protect the elevators from flooding. Building owners are required to post signs in the building lobby or common area in advance (if possible) of a weather emergency if they will be discontinuing elevator service. Advance notification of the building owner/management may help ensure you receive appropriate notification. See Section 2, People Needing Assistance.
- Be prepared for a power interruption by charging your cell phone and other portable devices and adjust the refrigerator setting to a colder temperature.



During the storm:

- Stay informed. Listen to local weather forecasts and announcements from officials. Sign up for and monitor Notify NYC at <https://a858-nycnotify.nyc.gov/notifynyc/>.
- Stay indoors. If you live in a basement apartment, be prepared to move to a higher floor during periods of heavy rain.
- Call 911 if you have a medical emergency or are in danger from physical damage to your building or apartment, but be aware that an emergency response may be delayed or unavailable during the storm.
- If you are trapped inside by rising waters, move to a higher floor, but don't retreat into an enclosed attic unless you have a saw or other tool to cut a hole in the roof if necessary. Call 911 and report your situation. Wait for help. Do NOT try to swim to safety. Do not enter a building if it is surrounded by floodwaters.
- Stay away from downed power lines. Water conducts electricity.

4. Earthquakes

Although earthquakes are not common in the New York City area, earthquakes can and have affected our area, and apartment building residents and staff should be prepared.

Depending on its location, even a small earthquake can cause buildings to shake, physically damage buildings (including cracks in walls), and cause objects to move or fall from shelves.

During an earthquake, “drop, cover and hold on”:

- Take cover under a sturdy piece of furniture (such as a table) and hold on.

- If you cannot take cover under a piece of furniture, take cover in a corner next to an inside (interior) wall.
- Drop to the floor.
- Cover your head and neck with your arms.
- If you use a wheelchair, take cover in a doorway or next to an interior wall and lock the wheels. Remove from the wheelchair any equipment that is not securely affixed to it. Cover yourself with whatever is available to protect yourself from falling objects.
- If you are unable to move from a bed or chair, protect yourself from falling objects with blankets or pillows.
- If you are outdoors, go to an open area away from trees, utility poles and buildings.
- Stay where you are until the shaking stops.

Be aware that there may be aftershocks, additional earthquake vibrations which often follow an earthquake.

5. Tornados

Although not common in the New York City area, a number of tornados (and microbursts, a similar wind condition) have touched down in New York City in recent years.

In the event of a tornado alert:

- If a tornado is approaching your neighborhood, immediately go to the basement of your building. If your building has no basement, go to the lowest floor of the building.
- Stay next to the wall in an interior room or area away from windows until the tornado has passed.
- Avoid interior spaces with roofs that span a large open space, such as atriums and auditoriums.
- If there is no suitable place to shelter in your building, evacuate your building for a safer location, but only if there is sufficient time to get there.

E. Hazardous Materials Emergencies

1. Chemical

A hazardous materials emergency can result from an accident, such as an overturned truck or an explosion in a factory, or as a result of criminal activity, such as a terrorist attack.

If the chemical is being dispersed through the air, every effort should be made to avoid breathing it in.

During the emergency:

- Shelter in place. Generally, it is safest to shelter in place in your apartment.
- Turn off all air conditioners and ventilation systems, close windows and seal up all ventilation grilles and other openings that will allow outside air to enter into your apartment.
- Monitor Notify NYC and local radio and TV stations for additional information.

If you are near the area of the chemical release or it has entered your apartment:

- Cover your nose, mouth and as much of your skin as possible.

- Evacuate your apartment and building if it is safe to do so. If not, move to an interior room, such as a bathroom and seal up the windows and doors.

Once the emergency has been resolved, if you have been exposed to, or contaminated by, the chemical:

- Listen for instructions from public authorities and/or first responders.
- Decontaminate yourself as soon as you reach a clean area. Obtain medical assistance if needed.

Monitor Notify NYC for guidance if the hazardous materials release affects the water or food supply.

2. Radiological Dispersal Device (RDD)

Radiological dispersal devices (RDDs) use conventional explosives with radioactive material. RDDs are not capable of creating a nuclear explosion: they are not nuclear weapons. They are meant to cause panic and disrupt daily life.

RDDs can cover a wide area with dangerous radioactive material. Radioactive material dispersed from an RDD can settle like dust on your clothing, your body, and other objects.

If you are outside, immediately take shelter in the nearest safe building and monitor Notify NYC (and local radio and TV stations, if available) for additional information and instructions.

If you or your family are near the location of a confirmed RDD explosion, follow the steps below to reduce any potential radiation exposure. Do not go to a hospital unless you have a medical emergency.

- Take off your outer layer of clothing and your shoes. This can remove up to 90% of any radioactive material. Do not shake or brush off the dust.
- Seal the clothing and shoes you were wearing in a plastic bag or other container and keep them away from people and pets, but do not place them in the garbage.
- Gently blow your nose and wipe your eyes and ears with a clean wet cloth.
- Take a shower with plenty of soap. Wash from your head down. Avoid scratching your skin. Wash your hair using shampoo only. Do not use conditioner because it may cause radioactive material to stick to your hair and skin.
- If you cannot shower, use a dry or wet cloth or wipe to clean skin that was uncovered, including your face and hands. Seal the used cloth or wipes in a bag or container like you did with your contaminated clothes.
- Put on whatever clothing and shoes you have that are not contaminated with dust. If necessary, borrow clothes from a neighbor.
- All personal devices and equipment that may have been exposed to radioactive material, especially wheelchairs and other mobility equipment, should be wiped down with a damp cloth or wipe. Make sure to clean the wheels. Wash your hands afterwards.
- Decontaminate pets and service animals by washing and shampooing them. It is not necessary to shave their fur.

F. Building Explosions/Collapse

The most common reason for a building explosion is a gas leak. See Section 6(C)(3), Gas Leaks.

Building explosions can also result from malfunctioning equipment or criminal activity.

Explosions can cause buildings, or portions of buildings, to collapse. Building collapses also result from unlawful or improperly performed alterations to the building structure.

Buildings of noncombustible construction (with concrete or steel structures) are less likely to collapse, except in extraordinary circumstances.

If there is an explosion in your apartment building:

- Attempt to determine the severity of the damage to the building (such as collapsed or cracked ceilings or walls, clouds of dust, or strong smell of gas) and whether you are in immediate danger.
- If conditions allow, evacuate the building as quickly and calmly as possible.
- Call 911 as soon as you are in a safe location.
- If you cannot safely evacuate or you are not certain it is safe to evacuate, call 911 and follow the instructions they provide.
- If there is a possibility of a collapse of walls or ceilings, take cover under a sturdy piece of furniture (such as a table).



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If there is a collapse in your building and you are trapped by debris:

- Cover your nose and mouth with a dry cloth or clothing.
- Move around as little as possible to avoid generating dust, which may be harmful and make it difficult to breathe.
- Tap on a pipe or wall so rescuers can hear where you are. Use a whistle if one is available.

G. Terrorism

A terrorist's primary objective is to create fear. With accurate information and basic emergency preparedness, you can fight back. Visit PlanNowNYC, a website developed by NYC Emergency Management and the City's other emergency response agencies to help New Yorkers prepare for terrorist attacks. See Section 7, Emergency Preparedness Resources.

1. Know the Facts and Be Responsible

- Keep in mind that terrorism can take many different forms. By preparing for the fire and non-fire emergencies addressed above, you will also be preparing for terrorist attacks.
- Know the facts of a situation and think critically. Confirm reports using a variety of reliable sources of information, such as the government or media. Do not spread rumors.

- Do not accept packages from strangers, and do not leave luggage or bags unattended in public areas such as the subway.
- If you receive a suspicious package or envelope, do not touch it. Call 911 and alert City officials. If you have handled the package, wash your hands with soap and water immediately. Read the US Postal Service's tips for identifying suspicious packages. For more information, see Section 7, Emergency Preparedness Resources.

2. Active Shooter Emergencies

In an active shooter emergency, one or more armed individuals enter a building or other place with the intention of shooting multiple persons, typically at random.

Active shooter incidents are generally associated with public buildings and places, not apartment buildings. However, an active shooter emergency could occur in or around your apartment building, or where you work, shop, or spend recreational time. It is important that you understand how to respond to such emergencies.

DURING AN ACTIVE SHOOTER EMERGENCY, IT IS RECOMMENDED THAT YOU:

1. Avoid (Run). Get away from the shooter, if you can. Leave your personal belongings behind.
2. Barricade (Hide). If you can't safely leave the area, go into an apartment or other room. Lock the door and/or block it with large, heavy objects to make entry difficult. Hide behind a large, solid item if possible, in case shots are fired through the door or wall. Turn off any source of noise and remain still and quiet. Put your cell phone and other devices on silent, not vibrate.
3. Confront (Fight). If you and others cannot safely leave the area and there is nowhere to hide, or the shooter enters your apartment or hiding place, use whatever you can to defend yourself. Coordinate your actions with others, if possible. Commit to your actions and act aggressively. Improvise weapons and throw items. Yell.
4. Call 911 as soon as it is safe to do so.



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Law enforcement personnel responding to an active shooter incident will be focused on identifying and neutralizing the shooter(s). Law enforcement officers will be looking at the hands of all persons they encounter, both to identify the shooter and for their own safety.

1. Keep your hands empty and above your head. Do not carry any items that could be confused with a weapon or a dangerous device.

2. Do not act in a manner that may cause a law enforcement officer to view you as a threat. Do not make any sudden movements. Keep your distance. Do not run towards law enforcement officers or grab them.
3. The law enforcement personnel you first encounter may not be designated to render medical assistance. If possible, proceed to a more secure area before requesting assistance.
4. You may not be allowed to immediately leave the scene of the incident. Be prepared to be detained for questioning.

7. EMERGENCY PREPAREDNESS RESOURCES

Emergency Preparedness Basics

Notify NYC: Sign up for Notify NYC to receive notifications by going to [NYC.gov/NotifyNYC](https://nyc.gov/notifynyc), follow @NotifyNYC on Twitter, contact 311, or get the free app for your Apple or Android device:

<https://a858-nycnotify.nyc.gov/notifynyc/>

Ready New York (NYC Emergency Management): The Ready New York guides offer tips and information for all types of emergencies. The information in these guides is available in multiple languages and in audio format:

<http://www1.nyc.gov/site/em/ready/guides-resources.page>

Reduce Your Risk Guide (NYC Emergency Management): This guide outlines steps property owners can take to prepare through hazard mitigation — cost-effective and sustained actions taken to reduce the long-term risk to human life or property from hazards:

http://www1.nyc.gov/site/em/ready/guides-resources.page#reduce_your_risk

Information for Apartment Dwellers (NYC Department of Housing Preservation and Development (HPD)): HPD's website discusses how apartment renters can prepare for and respond to weather emergencies, natural disasters, hazards, and power outages. Their website also includes information on the legal obligation that landlords have to maintain habitable conditions in residential buildings, including following storm-related or other damage:

<https://www1.nyc.gov/site/hpd/services-and-information/disaster-response.page>

People Who Need Assistance

People with Health Issues (NYC Department of Health & Mental Hygiene). The Health Department's website focuses on health emergencies but also covers how to prepare for any emergency if you have specific health issues such as persons on dialysis and persons with limited mobility:

<http://www1.nyc.gov/site/doh/health/emergency-preparedness/individuals-and-families-dme.page>

How to Register as a Life Sustaining Equipment Customer: Con Edison Special Services, 1-800-752-6633 (TTY: 1-877-423-4372) and website:

<https://www.coned.com/en/accounts-billing/payment-plans-assistance/special-services>

PSEG Critical Care Program (Rockaways customers): 800-490-0025 and website:

<https://www.psegliny.com/myaccount/customersupport/customerassistanceprograms/criticalcareprogram>

National Grid NYC Customer Service (Brooklyn, Queens, and Staten Island customers): 718-643-4050 (or dial 711 for New York State Relay Service)

National Grid Long Island Customer Service (Rockaways customers): 800-930-5003.

NYC 988: For mental health information, a referral, or if you need to talk to someone, call NYC 988, New York City's confidential, 24-hour Mental Health Hotline: dial 988 anytime or visit website:

<https://nyc988.cityofnewyork.us/en/>

Home Safety and Fire Prevention

Home Safety:

Smoke Alarms and Carbon Monoxide Detectors (NYC Department of Housing Preservation and Development (HPD)): HPD's website has information about the legal obligations of landlords and tenants to install and maintain smoke alarms and carbon monoxide detectors:

<https://www1.nyc.gov/site/hpd/services-and-information/smoke-carbon-monoxide-detectors.page>

Fire Safety Publications (NYC Fire Department): The Fire Department has posted on its website fire safety information on more than 25 different topics, including smoke and carbon monoxide alarms:

<http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-life-safety.page>
<http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-safety-educational-publications.page>
<http://www.fdnysmart.org/>

Smoke Alarms (American Red Cross): The Red Cross's website has information about fire safety and smoke alarm installation. The agency and its partners will install a limited number of free smoke alarms for those who cannot afford to purchase smoke alarms or for those who are physically unable to install a smoke alarm. The Red Cross installs a limited number of specialized bedside alarms for individuals who are deaf or hard-of-hearing.

For general information: <https://www.redcross.org/sound-the-alarm>

For assistance with purchase or installation:

<http://www.redcross.org/local/new-york/greater-new-york/home-fire-safety>

Fire Prevention

Fire Safety Publications (NYC Fire Department): The Fire Department has posted on its website fire safety information on more than 25 different topics, including tips on residential fire safety, proper use of fire extinguishers, candle safety, and senior fire safety:

<http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-safety-educational-publications.page>

Fire Code Guide (NYC Fire Department). The Fire Department has posted guidance with respect to the fire safety requirements set forth in the New York City Fire Code and Fire Department rules, including candle safety and decorative alcohol-fueled fireplaces (Chapter 3), Christmas tree safety (Chapter 8), and prevention of electrical hazards (Chapter 6):

<https://www1.nyc.gov/site/fdny/codes/reference/reference.page>

Know Your Building

Fire Safety Publications (NYC Fire Department): The Fire Department has posted on its website fire safety information on more than 25 different topics, including building construction:

<http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-safety-educational-publications.page>

Building Construction (FDNY Foundation): The FDNY Foundation is a not-for-profit that promotes fire safety education. Its website has information to help you know whether you live in a fireproof or non-fire proof building:

<http://www.fdnysmart.org/safetytips/fire-proof-or-non-fire-proof/>

Apartment Identification and Fire Emergency Markings (NYC Fire Department). For more information about apartment identification and fire emergency marking requirements, see NYC Fire Code Sections FC 505.3 and FC 505.4 and Fire Department rules 3 RCNY 505-01 and 505-02. The Fire Department has posted the Fire Code and rules on its website, together with a Fire Code Guide that includes (in Chapter 5) Frequently Asked Questions about these requirements. The link to this information is:

<https://www1.nyc.gov/site/fdny/codes/fire-code/fire-code.page>

<https://www1.nyc.gov/site/fdny/codes/fire-department-rules/fire-dept-rules.page>

<https://www1.nyc.gov/site/fdny/codes/reference/reference.page>

What To Do In A Fire or Non-Fire Emergency

Evacuation Assistance: Lift and Carry Techniques (City of Los Angeles): The different ways one or two persons can carry someone, with sketches and instructions: <http://www.cert-la.com/downloads/liftcarry/Liftcarry.pdf>

Evacuation Devices (NYC Mayor's Office for People with Disabilities): The City has posted information about stair chairs and other evacuation devices, including considerations for purchasing an evacuation device for use in your building:

<http://www1.nyc.gov/site/mopd/resources/considerations-for-purchasing-an-evacuation-devise-for-use-in-your-building.page>

Power Outages. Contact numbers to report power outages and other utility emergencies are as follows:

Utility Company Emergency Numbers:

Con Edison 24-hour hotline: 800-752-6633 (TTY: 1-877-423-4372)

National Grid 24-hour hotline: 1-718-643-4050

Suspicious Mail or Packages: The U.S. Postal Service has published information on how to protect yourself, your business, and your mailroom from a package that contains a bomb (explosive), radiological, biological, or chemical threat:

<http://about.usps.com/posters/pos84/welcome.htm>

Terrorism

PlanNow NYC (NYC Emergency Management) is the City website that informs New Yorkers about potential terrorist actions and other emergencies. The interactive website is designed to engage New Yorkers about possible emergency scenarios, from an active shooter incident to a radiological, biological or chemical incident: <https://plannownyc.cityofnewyork.us/>

Run Hide Fight (City of Houston): The City of Houston has published a video about how the public should respond to an active shooter incident:

<https://www.youtube.com/watch?v=5VcSwejU2D0>

NYPD Shield (NYC Police Department): NYPD Shield is a Police Department program for building owners and other private sector businesses to counter terrorism through information sharing:

<https://www.nypdshield.org/public/>

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FDNY'S TOP SEVEN FIRE SAFETY RULES



- 1. Never use an extension cord with large current appliances such as a space heater, air conditioner or refrigerator.**

Extension cords can cause home fires by overheating due to overloading the outlet.

- 2. Never smoke while lying down, especially if drowsy, medicated or have been drinking. Completely douse cigarette butts with water before discarding.**

Smokers are seven times more likely than nonsmokers to have a fire in their home.



- 3. Stay in the kitchen while cooking and wear short or tight fitting sleeves.**

Unattended cooking accounts for thirty-three percent of home fires.

- 4. Installing and maintaining a smoke alarm will reduce your chances of dying in a fire in half. Install alarms on every floor and in bedrooms for extra protection.**

Seventy percent of fire deaths occur in homes with an inoperable smoke alarm or no smoke alarm present. The majority of the deaths are children and older adults.



- 5. Plan and practice a fire escape plan. Do not attempt to fight the fire yourself. Get out and CLOSE THE DOOR. Call 911 from a safe location.**

Smoke and fire kills! You may have less than three minutes to get to safety.



- 6. Store matches and lighters out of reach and sight of children. Provide close continuous supervision of children.**

Toddler fire deaths are most often due to children playing with matches or utility lighters.



- 7. Never leave burning candles unattended.**

Half of the people killed by candle fires in the home were younger than 20 years of age.



NYC Apartment Building Individual Emergency Preparedness/Evacuation Planning Checklist

STEP #1: Educate Yourself About Emergency Preparedness

- Read the FDNY-issued **NYC Apartment Building Emergency Preparedness Guide** to learn about fires and other types of emergencies and how to prepare for them. You should receive the Guide from the building owner/manager at lease signing and once every 3 years, and it is available on the FDNY website (<http://www1.nyc.gov/site/fdny/codes/fire-department-rules/fire-dept-rules.page>).
- Review the Building Information Sheet provided with the Guide for information on your building's construction and fire protection systems and exits, and the fire safety notice the building owner/manager is required to post on your apartment entrance door.
- Sign up for emergency alerts at [NYC.gov/notifynyc](http://nyc.gov/notifynyc) or download the app for Apple/Android users.

STEP #2: Prepare Your Evacuation Plan

- Complete the checklist below to develop an individual evacuation plan for you and your family.
- The checklist outlines recommended measures that you can proactively take to prepare to evacuate your building in an emergency.
- If you educate yourself about emergency preparedness and complete an evacuation plan, you will be ready to make an informed judgment as to the best course of action in an emergency.

A. Know Your Building - See Sections 5 and 6 of the Guide and your Building Information Sheet

Building Construction

- ☐ Non-combustible/fireproof
- ☐ Combustible/non-fireproof (check all that apply):
 - ☐ My fire escape window opens easily
 - ☐ My fire escape window is unobstructed inside and out

Coastal Storm Evacuation Zone

Find your zone at "NYC.gov/KnowYourZone" or call 311 (212-639-9675 for video relay)

- ☐ My apartment building is *not* in a coastal storm evacuation zone
- ☐ My apartment building is in Coastal Storm Evacuation Zone # _____

Where will you stay if evacuated?

Family Friend Co-worker Hotel

Can you bring your pet?

☐ Yes ☐ No

If shelter is needed for you (and your pet) at time of a coastal storm evacuation, call 311 for location of nearest City Evacuation Center

Building Notifications

☐ Yes, my building has a plan to notify residents if there is an emergency in the building. They will use the following *(check all that apply)*:

Intercom Telephone Email Text Other: _____

☐ No, there is no method for notification *(Discuss setting up one with your neighbors and the owner)*

Contact name for building staff or management in an emergency: _____

Telephone #: _____ Email: _____

Safely Exiting the Building

I know where all stairwells and building exits are located.

I have practiced evacuating the building using all exits and have asked for an orientation from the building if I am unsure of where they are located.

The stairwell and my apartment doors are self-closing to contain the fire and limit the spread of smoke.

Corridors, stairwells, and street-level exits are all free of obstructions.

B. Prepare Your Household and Apartment - See Sections 1 and 4 of the Guide

Smoke and Carbon Monoxide Alarms

In my apartment:

I have working smoke and carbon monoxide alarms

☐ Yes, everyone in the apartment will hear the alarm

☐ No, some household members are deaf or hard of hearing *(consider installing a visual/ sensory alarm)*

Yes, everyone in my household is prepared to immediately evacuate and call 911 if the carbon monoxide alarm sounds or if there is a smell inside the apartment of gas or other hazardous material

See ABCs of Housing Guide at NYC.gov/HPD for information about tenant/landlord responsibilities, including alarms and detectors

Connecting with First Responders/Reuniting with Family Members

We have pre-written messages that family members with communication barriers can show emergency staff.

Family members will meet at this location if evacuated *(choose a convenient place known to all family members, a safe distance away from your building, where it will be easy to find each other)*:

Family members will call the following person outside NYC to check-in if separated:

Name: _____ Telephone: _____

C. When and How to Shelter In Place (Staying in your apartment) – See Sections 1 and 6 of the Guide

I understand that *(check after reading the below items)*:

If I live in a fireproof building, and the fire is not in my apartment and there is no immediate danger, it is safer to stay inside my apartment and call 911.

If there is a dangerous condition outside my building (such as a hazardous material release), it is generally safer to stay in my apartment, call 911, close all vents and windows, and monitor NotifyNYC.

As a last resort, if I am unable to evacuate, I will retreat to the safest area away from the danger (apartment, a neighbor, area of rescue assistance or stairwell) and call 911 to report my situation.

Advanced Preparation For Sheltering In Place *(check all that apply)*

I keep my cellphone charged and/or have a battery-powered radio to get updates for when I cannot leave my building.

I have sheets or towels that can be soaked in water and placed under doors to block smoke from entering.

I have duct tape to block smoke or airborne chemicals from entering any vents, windows or doors.

D. Assistance Evacuating The Building -See Sections 2 and 7 of the Guide

The following section will help you to determine if you may need to plan for assistance evacuating the building *(check all that apply)*:

Do I Need Assistance?

I use a wheelchair, scooter, crutches walker or other mobility/health issues and rely on an elevator to exit the building.

I cannot hear building alarms or announcements.

I need support going down stairs.

I become very anxious in crowds and/or emergencies.

I need help with critical medical equipment: _____

My service/support animal may be distracted and unreliable during a mass evacuation.

Type of Assistance Needed to Evacuate

Advance notification from my building before turning off elevators when possible

A text or ring at my door when there is an announcement that my floor needs to evacuate

Someone in the building to guide me down the stairs

Assistance operating an evacuation device

Assistance Available in My Building

Evacuation devices (See <https://www1.nyc.gov/site/mopd/resources/considerations-for-purchasing-an-evacuation-devise-for-use-in-your-building.page> for information about evacuation devices)

☐ I have my own portable device

☐ There is a device available in the building. Location of device: _____

Type of device: _____

Stair chair

Track-type evacuation chair

Manual wheelchair

Evacuation sled

Other: _____

If the device is locked, do you have a key?

☐ Yes ☐ No

Assistance

I will receive advance notification from my building before elevators are turned off:

How/By whom?: _____

I will be notified when my floor needs to be evacuated.

How/By whom?: _____

I will be assisted when I need to evacuate the building *(complete next section if volunteers)*

How/By whom?: _____

A wheelchair is available once I've gotten down the stairs and need to exit the building.

Identifying Volunteers to Assist

If you need assistance evacuating, how many volunteers do you need to identify (at a minimum)?

How many neighbors on your floor can potentially help? _____

Name and contact of potential volunteers who might be able to help in an emergency evacuation when safe to do so:

Name: _____

Phone/Email: _____

Name: _____

Phone/Email: _____

Name: _____

Phone/Email: _____

Name: _____

Phone/Email: _____

Have potential volunteers been contacted? ☐ Yes ☐ No

Have potential volunteers been provided instructions on how to best assist you? ☐ Yes ☐ No

If you have no one to assist you and are unable to evacuate your apartment on your own when the City has issued a coastal storm evacuation order, you can call 311 for assistance.

In emergencies, call 911 for help.

Has everyone in my apartment reviewed this checklist? ☐ YES



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Fire and Emergency Preparedness Bulletin for New York City Apartment Buildings

2025-2026

This annual bulletin is prepared by the New York City Fire Department (FDNY). Apartment building owners must distribute this document to residents and staff. Please read this information to help keep you and your loved ones safe.



In This Issue

Battery fires

Lithium-ion batteries may cause deadly fires (pages 1-2).

Fire safety in your building

Be familiar with the fire safety guide and notices for your building (pages 2-3).

Active shooter emergencies

Learn what civilians should do (page 4).

Be Mindful of Lithium-ion Batteries in Your Home!

Lithium-ion batteries are rechargeable batteries. They are found in electric bikes and scooters, cars, laptops, tablets, phones, and common household devices.

Lithium-ion battery fires have caused deaths, serious injuries and devastating damage to property in New York City. Most fires start when people use uncertified, damaged, or illegally modified batteries for devices such as e-bikes and e-scooters. But even certified batteries can quickly turn dangerous if they are not used or charged the right way.

When should you call 911 about a lithium-ion battery?

- Dial 911 if you observe any odors, changes in shape or color, leaking, or odd noises.
- Dial 911 if your battery is visibly damaged or has been repaired by an unqualified person.

What else can you do in an emergency?

- Stop using the battery right away.
- If it is safe to do so, take the battery outside or move the battery away from anything that can catch fire.

Don't risk fire in your home.



- Do not buy uncertified, illegal, or after-market lithium-ion batteries.
- Do not attempt to build, tamper with, or repair lithium-ion batteries.
- Do not charge a lithium-ion battery with an extension cord or power strip.
- Do not keep damaged or end-of-life batteries in your apartment.
- Do not charge your lithium-ion battery next to an apartment door or window because a fire may block your escape.
- Do not charge a device or battery on or near your bed or couch, or close to drapes, papers or anything else that burns easily.
- Do not charge your battery overnight or unattended.

Be proactive about lithium-ion battery safety!



- Buy e-bikes, e-scooters, and batteries from trusted sources. Make sure they are CERTIFIED. Look for UL labels (UL 2849, 2272, or 2271).
- Follow manufacturers' guidelines for products. Use the original battery, power adapter and power cord supplied with the device, or replacement parts recommended by the manufacturer.
- Charge your e-bike, e-scooter, and batteries in a safe charging area designated by your building, if possible. Ask your building or employer if they can provide a safe charging and storage facility. Otherwise, charge and store micromobility devices and batteries outside, if possible. If you must charge your battery in your apartment, be alert.
- Look for safe disposal options for batteries at the end of their useful life.

If you are replacing an old battery, take it out of your home right away, even if it is not damaged. Protect yourself and others by NEVER putting lithium-ion batteries in your garbage or building trash. It's dangerous! Go to the NYC Department of Sanitation website to see how and where to safely drop off old batteries and devices.

<https://www.nyc.gov/site/dsny/collection/get-rid-of/batteries.page>

Be sure to check DSNY's website regularly for updates!!

For any fire in your apartment, always CLOSE THE DOOR on your way out!

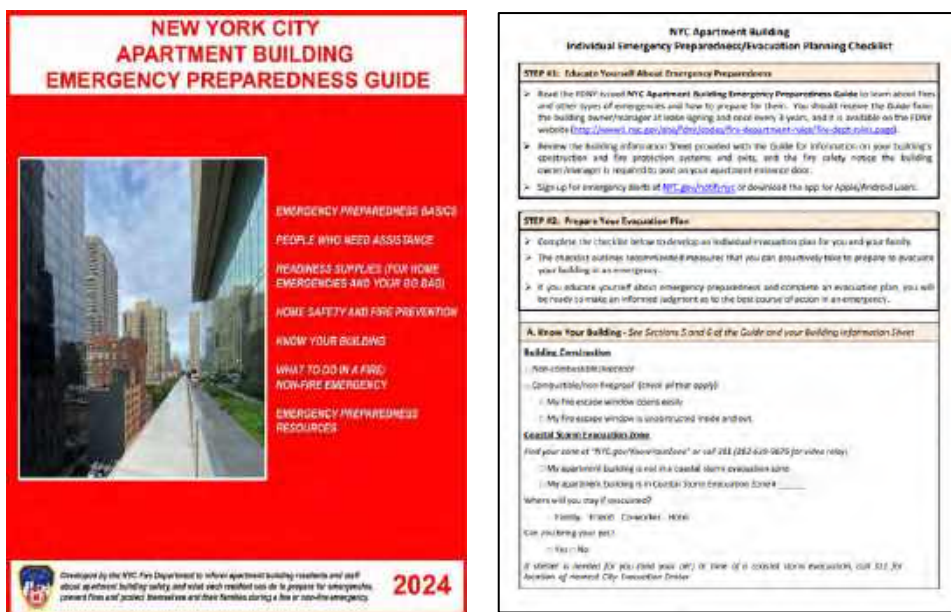
- Closing the door behind you as you evacuate your apartment in a fire is crucial. **Why?** Closed apartment and stairwell doors help contain smoke and fire in the apartment and keep the public hallways clear of flames, heat and smoke long enough to allow others to get out and firefighters to get in.
- Apartment and stairwell doors should always be kept closed, just in case.
- Your apartment building should have posted "**Close the Door Notices**" on the hallway corridor side of all stairwell doors in your building.



If "Close the Door Notices" are not posted, contact your building owner or manager, or notify the FDNY by emailing FDNY.BusinessSupport@fdny.nyc.gov or by calling 311 (ask for the Fire Department's Customer Service Center).

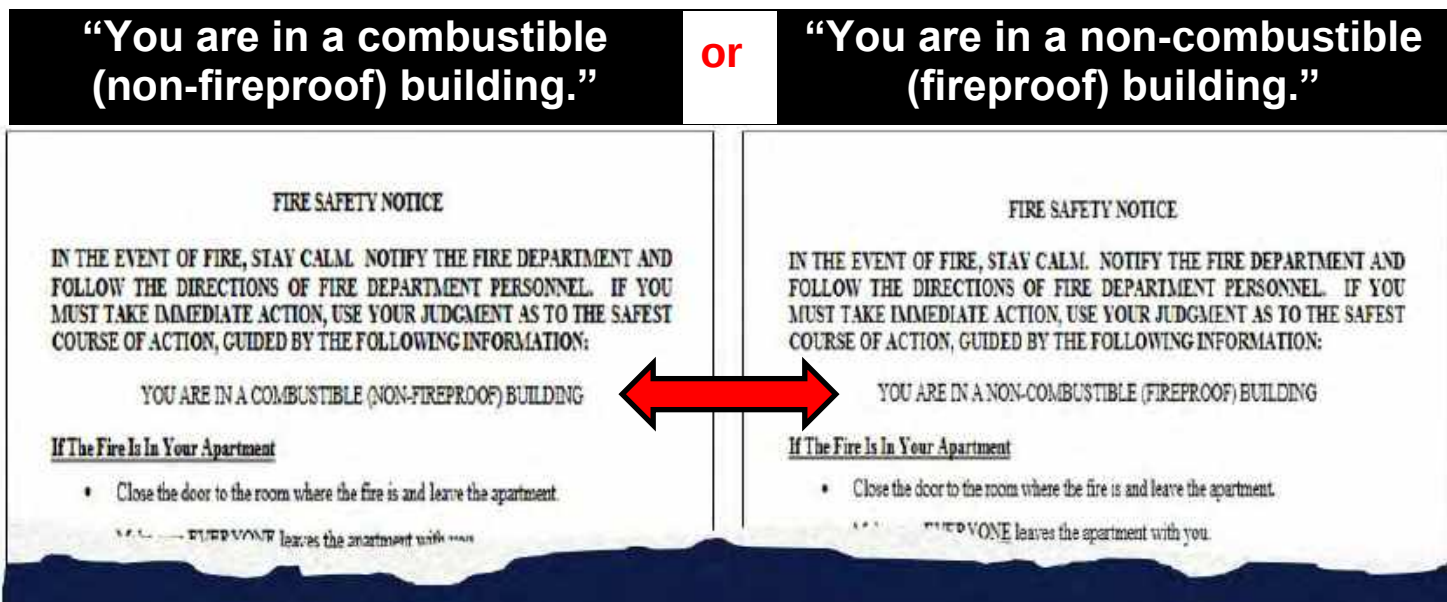
Did You Receive Your Apartment Building Emergency Preparedness Guide and Evacuation Planning Checklist?

The 2024 New York City Apartment Building Emergency Preparedness Guide contains information about your building and what to do during a fire, storm, explosion or other emergency. You'll also find a helpful Emergency Preparedness/Evacuation Planning Checklist.



Do You Have a Fire Safety Notice on Your Apartment Door?

Your New York City apartment must have one of these **Fire Safety Notices** on the inside of the main entrance door. The notice contains potentially life-saving guidance about what to do in the event of a fire, depending upon the type of building construction and the location of the fire.



Your building owner or manager must provide the Preparedness Guide and the correct Fire Safety Notice. If you do not have the Fire Safety Notice on the inside of your apartment door, contact your building owner/manager or the FDNY (FDNY.BusinessSupport@fdny.nyc.gov or dial 311).

Active Shooter Emergencies

If you are near an active shooter or violent attacker, the New York City Police Department (NYPD) recommends that civilians use an “**avoid, barricade, confront**” strategy. Dial 911 when safe to do so. Stay alert and be ready to protect yourself while following the safety steps below.

Avoid

- Leave the building right away if you can do so safely.
- Do not carry any personal belongings with you.
- Avoid elevators and escalators if possible. Use the stairs.
- When using the stairs, stay close to the wall so responders can move past you quickly.



Barricade

- If you cannot safely leave the area, go into an apartment or other room and close the door and lock it if possible.
- Block the door with large, heavy objects to make it hard for an attacker to enter. You can use sofas, tables, chairs, dressers, etc.
- Hide behind a large, solid item if possible, and try to stay below waist level to avoid any shots fired.
- Stay still and quiet. Turn off lights and any source of noise. Put your phone and other devices on silent, not vibrate.
- Look for items you can use as improvised weapons (such as scissors, coat rack, leg of a table or chair, etc.).



Confront

- As a last resort, defend yourself if your life is in immediate danger and you cannot escape or hide.
- Take direct action against the attacker.
- Attempt to overpower the attacker with surprise, speed, and force in the most violent manner possible. If available, use improvised weapons.
- If you are with other people, try to work together to overcome the attacker.



If you encounter law enforcement personnel during the incident, remember that responding officers will be focused on your hands. Keep your hands out, open, above your head, and most importantly, empty.

NYC Emergency Management offers additional tips and information for all types of emergencies. “How Do I Survive an Active Shooter?” is available at <https://plannownyc.cityofnewyork.us/active-shooter/>.

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