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| Form <b>W-9</b><br>(Rev. March 2024)<br>Department of the Treasury<br>Internal Revenue Service | <b>Request for Taxpayer<br/>Identification Number and Certification</b><br><br>▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information. | <b>Give form to the<br/>requester. Do not<br/>send to the IRS.</b> |
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|------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Print or type.<br>See Specific Instructions on page 3.                 | <b>Before you begin.</b> For guidance related to the purpose of Form W-9, see Purpose of Form, below.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |  |                                                                                                                                                                                                                                                                                                                   |
|                                                                        | <b>1</b> Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)<br><b>Devri Elise Failla</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |  |                                                                                                                                                                                                                                                                                                                   |
|                                                                        | <b>2</b> Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |  |                                                                                                                                                                                                                                                                                                                   |
|                                                                        | <b>3a</b> Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><input checked="" type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate<br><input type="checkbox"/> LLC. Enter the tax classification (C=corporation, S=S corporation, P=Partnership) ▶ _____<br><b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) ▶ _____ |  | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br><br>Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____<br><br>(Applies to accounts maintained outside the United States) |
|                                                                        | <b>3b</b> If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |  |                                                                                                                                                                                                                                                                                                                   |
|                                                                        | <b>5</b> Address (number, street, and apt. or suite no.) See instructions.<br><b>176 Woodward Ave #119</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |  | Requester's name and address (optional)                                                                                                                                                                                                                                                                           |
| <b>6</b> City, state, and ZIP code<br><b>Ridgewood, New York 11385</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                                                                                                                                                                                                                                                                                   |
| <b>7</b> List account number(s) here (optional)                        |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |  |                                                                                                                                                                                                                                                                                                                   |

|                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                             |                        |                                          |    |                                |  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------|------------------------|------------------------------------------|----|--------------------------------|--|
| <b>Part I</b>                                                                                                                                                                                                                                                                                                                                                                                                                                        | <b>Taxpayer Identification Number (TIN)</b> |                        |                                          |    |                                |  |
| Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later. |                                             |                        |                                          |    |                                |  |
| <b>Note:</b> If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter.                                                                                                                                                                                                                                                                  |                                             |                        |                                          |    |                                |  |
| <table><tr><td>Social security number</td></tr><tr><td><b>1   2   5   7   2   9   1   0   7</b></td></tr><tr><td>or</td></tr><tr><td>Employer identification number</td></tr><tr><td> </td></tr></table>                                                                                                                                                                                                                                             |                                             | Social security number | <b>1   2   5   7   2   9   1   0   7</b> | or | Employer identification number |  |
| Social security number                                                                                                                                                                                                                                                                                                                                                                                                                               |                                             |                        |                                          |    |                                |  |
| <b>1   2   5   7   2   9   1   0   7</b>                                                                                                                                                                                                                                                                                                                                                                                                             |                                             |                        |                                          |    |                                |  |
| or                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                             |                        |                                          |    |                                |  |
| Employer identification number                                                                                                                                                                                                                                                                                                                                                                                                                       |                                             |                        |                                          |    |                                |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                             |                        |                                          |    |                                |  |

|                |                      |
|----------------|----------------------|
| <b>Part II</b> | <b>Certification</b> |
|----------------|----------------------|

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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

Sign Here

 **Signed by Devri Elise Failla**  
Thu Apr 9 2026 05:40:59 AM EDT  
Key: 735CB1BD; IP Address: 23.38.164.82

Devri Elise Failla (Signature of U.S. Person) \_\_\_\_\_ Date \_\_\_\_\_

**April 7, 2026**

Dear Devri Elise Failla and Seth Anthony Failla:

We would like to thank you for your interest in leasing an apartment at **THE STRAND**. At this time, your lease application has been processed. Please review the following lease terms:

Apartment: **176 Woodward Ave #119, Ridgewood, NY 11385**  
Rent: **\$4,150.00**  
Term: **1 year and 2 months**  
Lease Dates: **May 1, 2026 to June 30, 2027**  
Source: **Streeteasy.com**

Note that no lease is binding until counter-signed by Owner. Approval is subject to our receipt of the following executed original documents together with the payments set forth below **within 48 hours**:

- |                                               |                                      |
|-----------------------------------------------|--------------------------------------|
| 1) Amenities Agreement                        | 2) Amenities Package Agreement       |
| 3) Bedbug Infestation History Disclosure      | 4) Fair Chance Housing Notice        |
| 5) Fire Safety Plan                           | 6) Indoor Allergen Hazard Notice     |
| 7) Indoor Allergen Tenant Pamphlet            | 8) Lease Renewal Response            |
| 9) NY Disclosure Form for Landlord and Tenant | 10) No Smoking Policy                |
| 11) Notice to Reasonable Accommodation        | 12) Pet Rider                        |
| 13) Smoking Policy                            | 14) Sprinkler Disclosure Lease Rider |
| 15) W-8 / W-9                                 | 16) Welcome Letter                   |
| 17) Standard Form of Apartment Lease          | 18) Window Guards                    |

- 19) Payment in the form of certified check, bank check or money order for the following: **\$4,150.00** representing the first month's rent payable to **176 Woodward Ave Lessee** and **\$4,150.00** representing the security deposit payable to **176 Woodward Ave Lessee**, **\$0.00** representing the pet security deposit payable to **176 Woodward Ave Lessee**, **\$250.00** representing the pet fee payable to **176 Woodward Ave Lessee**.

Kindly execute and return each of the enclosed documents together with the referenced payments to the attention of Leasing Agent at .

Sincerely,

**STANDARD FORM OF APARTMENT LEASE**  
**(FOR APARTMENTS NOT SUBJECT TO THE RENT STABILIZATION LAW)**  
**THE REAL ESTATE BOARD OF NEW YORK, INC.**  
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REBNY Apt non-stab 2019 Rev 7.19

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

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

**THIS LEASE** is made as of **April 7, 2026**

between Owner(hereinafter referred to as "Owner" or "Lessor"), **176 Woodward Ave Lessee LLC** whose address is **c/o Nieuw Amsterdam Property Management, 511 6th Avenue #7134, New York, NY 10011** and Tenant (hereinafter referred to "Tenant" or "Lessee" ), **Devri Elise Failla and Seth Anthony Failla** whose address is **176 Woodward Ave #119, Ridgewood, NY 11385**.

**Please note the following paragraphs that require a selection among alternative wording:** 2, 3E, 34  
**Please note the following paragraphs that require deletions if inapplicable:** 9D, 12C(ii), 12E, 25, 32C(i), 33, 34, 35, 36, 37, 38, 59, 60  
**Please note the following paragraphs that require the insertion of terms (and/or delete if inapplicable):** 1, 2, 3A, 3B, 4, 9D, 12B, 12C, 25, 32C, 34A, 35, 38B, Exhibit A (Memorandum Confirming Term), Exhibit C (Owner's Work), Exhibit D (Apartment Furniture)

**1. APARTMENT AND USE** Owner agrees to lease to Tenant Apartment **119** (the "Apartment") in the building at **176 Woodward Ave, Ridgewood, NY 11385** (the "Building"), Borough of Queens, City and State of New York.

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

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

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

**2. LEASE COMMENCEMENT DATE; LENGTH OF LEASE** The "Lease Effective Date" is the date a fully executed Lease is returned to Tenant or Tenant's representative by Owner or its representative. The "Lease Commencement Date" is **May 1, 2026**. Except as may be provided for otherwise in this Lease, the term (that means the length) of this Lease will begin on the Lease Commencement Date and will end on **June 30, 2027** (the "Term"). Tenant acknowledges that notwithstanding anything to the contrary contained in this Lease: (i) the Term of this Lease may be reduced provided for herein and (ii) the Term shall consist of the period beginning with the Lease Commencement Date through and including, the date that is the last day of the month in which the **[CHOOSE ONE AND CROSS OUT THE OTHER ALTERNATIVES]** ~~one (1) year~~ ~~two (2) year~~ **[fourteen (14) month(s)]** anniversary of the Lease Commencement Date occurs.

**3. RENT**

**A.** "Rent" is defined as the base rent due under this Lease. Tenant's monthly Rent for the Apartment is **\$4,150.00** per month. Tenant must pay Owner the Rent, in equal monthly installments, on the first day of each month either to Owner at the above address or at another place that Owner may inform Tenant of by written notice.

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

(i) one (1) months' Rent (i.e., **\$4,150.00**);

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

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



Initials:



- C. If the Lease Commencement Date shall not occur on the first day of a calendar month, the Rent for such calendar month shall be prorated on a per diem basis. If the Lease begins after the first day of the month, Tenant must pay when it signs this Lease one (1) full months' 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 (for example, if the beginning date of this Lease is the 16 th day of the month, Tenant would pay for fifteen (15) out of thirty (30) days, or one-half (1/2), of a full months' Rent for the second calendar month). In any event, if the Lease Commencement Date shall not occur on the first day of a calendar month, the Term shall also include the remainder of the month in which the Lease Commencement Date occurred.
- D. Within five (5) business days after the request of Owner, at Owner's option, Tenant shall return a document supplied by Owner in the form attached hereto as Exhibit A (a "Memorandum Confirming Term") confirming the Lease Commencement Date, the Rent Commencement Date (if different than the Lease Commencement Date) the Lease expiration date and any other material terms of this Lease, certifying that Tenant has accepted delivery of the Apartment and that the condition of the Apartment complies with Owner's obligations hereunder. Tenant's failure to so deliver the Memorandum Confirming Term shall be considered a material default under this Lease, however, Tenant's failure to do so shall not affect the occurrence of the Lease Commencement Date or the validity of this Lease or alter the terms and provisions contained in the Memorandum Confirming Term if so delivered to Tenant by Owner.
- E. Tenant may be required to pay other charges to Owner under the terms of this Lease, such additional charges shall be referred to as "Additional Rent". Any Additional Rent must be paid by Tenant to Owner upon the earlier of (i) the first day of the month immediately following the month said Additional Rent is billed to Tenant or (ii) fifteen (15) days from the date Tenant is billed for the Additional Rent. If Tenant fails to pay the Additional Rent on time, Owner shall have the same rights against Tenant as if Tenant failed to pay Rent. Said Rent and Additional Rent must be paid in full in accordance with the foregoing, without deduction or offset and without the need for demand or notice from Owner. Except as may be provided for otherwise in this Article 3, all Rent and Additional Rent shall be payable to Owner by \_\_\_\_\_ **[CROSS OUT ANY FORM OF PAYMENT THAT IS INAPPLICABLE]** or such other form of payment as required by Owner only. If by direct deposit, Owner shall provide Tenant the necessary wiring instructions.
- F. Tenant shall be entitled to a five (5) day grace period for the payment of any sum of Rent or Additional Rent due under this Lease. Any sum of Rent or Additional Rent not paid within five (5) days of the date due shall be subject to a late fee of the lesser of (i) \$50.00, or (ii) five percent (5%) of the unpaid amount. Interest shall also be payable on the aforesaid late Rent or Additional Rent beginning thirty (30) days from the due date, such interest accruing at the lesser of (i) the maximum amount allowable by law, or (ii) one and one - half percent per month (1.5%), until the late Rent or Additional Rent is paid in full. There shall be a **Fifty Dollar (\$50.00)** fee for any check which is dishonored or returned. Any late charge or interest charge shall be considered Additional Rent.
- G. Owner need not give notice to Tenant to pay Rent. Rent must be paid in full and no amount subtracted from it. The whole amount of Rent is due and payable as of the Lease Commencement Date. Payment of Rent in installments is for Tenant's convenience only. If Tenant is in default under any of the terms and conditions of this Lease, Owner may give notice to Tenant that it may no longer pay Rent in installments and the entire Rent for the remaining part of the Term will then immediately be due and payable.
4. **SECURITY DEPOSIT** Tenant is required to give Owner the sum of **\$4,150.00** (such amount not to exceed one (1) months' Rent pursuant to The Housing Stability and Tenant Protection Act of 2019) when Tenant signs this Lease as a security deposit (the "Security Deposit"). Owner will deposit the Security Deposit in **Chase Bank** bank at **270 Park Avenue, 43rd Fl, New York, NY 10017**. This Security Deposit shall not bear interest, unless if otherwise required by applicable law. In the event that the Security Deposit shall earn interest, then in such event Owner shall be entitled to an administrative fee pursuant to applicable law.

If Tenant carries out all of Tenant's agreements in this Lease and if Tenant moves out of the Apartment and returns it to Owner vacant, broom clean and in the same condition it was in when Tenant first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty through no fault of Tenant, Owner will return to Tenant the full amount of the Security Deposit within fourteen (14) days after the later of (i) the date this Lease ends, or (ii) the date Tenant vacates the Apartment. However, if Tenant is in default of Tenant's obligations under this Lease and/or there are any damages to the Apartment beyond ordinary wear and tear or damage caused by fire or other casualty, Owner may keep all or part of the Security Deposit to cover reasonable repairs of such damage and Owner shall provide Tenant with an itemized statement indicating the basis for the amount of the Security Deposit retained within the aforementioned fourteen (14) day period. Furthermore, for sake of clarity and emphasis, (i) if Tenant does not carry out all of Tenant's obligations under this Lease, Owner may keep all or part of the Security Deposit necessary to pay Owner for any losses incurred, including missed payments and (ii) Owner's retention of the Security Deposit as allowable under this Lease shall not be deemed to be Owner's sole remedy for any default by Tenant of Tenant's obligations pursuant to the terms and conditions of this Lease.

TENANT ACKNOWLEDGES AND AGREES THAT THE SECURITY DEPOSIT CANNOT BE USED TOWARDS RENT OR



Initials: \_\_\_\_\_



\_\_\_\_\_

ADDITIONAL RENT BY TENANT. Notwithstanding anything to the contrary contained in this Lease, if Owner shall apply all or any portion of the Security Deposit to cure a default by Tenant hereunder during the Term of this Lease, Tenant shall, within five (5) business days, deposit with Owner that sum which shall be necessary to maintain the security in an amount equal to the Security Deposit as so required in this Article 4. Failure to replenish the Security Deposit in a timely manner shall be deemed a default under this Lease.

If Owner sells the Apartment, Owner, at its sole option, will turn over Tenant's security either to Tenant or to the person buying the Apartment within five (5) days after the sale. Owner will then notify Tenant, by registered, certified or overnight mail by a nationally recognized overnight courier, of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to Tenant for the Security Deposit and the new owner will become responsible to Tenant for the Security Deposit.

**5. IF TENANT IS UNABLE TO MOVE IN** Except as otherwise provided herein, Owner shall not be liable for failure to give Tenant possession of the Apartment on the Lease Commencement Date. Rent shall be payable as of the beginning of this Lease Term unless Owner is unable to give Tenant possession. A situation could arise which might prevent Owner from letting Tenant move into the Apartment on the Lease Commencement Date. If this happens for reasons beyond Owner's reasonable control, Owner will not be responsible for Tenant's damages or expenses, and this Lease will remain in effect. However, in such case, this Lease will start on the date when possession is available, and the ending date of this Lease as specified in Article 2 will remain the same (unless otherwise mutually agreed to in writing by Tenant and Owner). Tenant will not have to pay Rent until the date possession is available, or the date Tenant moves in, whichever is earlier (however, in no event shall Tenant move in or take possession prior to the date Owner shall have given Tenant notice that Tenant may take possession of the Apartment). Owner will notify Tenant as to the date possession is available. If Owner does not give Tenant notice that possession is available within thirty (30) days after the Lease Commencement Date, provided that Owner's failure to deliver possession is not due to a Tenant delay, Tenant may send a fifteen (15) day written termination notice (the "Termination Notice") to Owner, and if Owner is unable to deliver possession within fifteen (15) days of receipt of Tenant's Termination Notice, this Lease shall terminate and be of no further force and effect and all prepaid Rent, the Security Deposit and any other fees paid by Tenant (except for non-refundable fees required in the Lease package) at the execution of this Lease shall be promptly returned to Tenant.

**6. CAPTIONS** In any dispute arising under this Lease, in the event of a conflict between the text and a caption, the text controls.

**7. WARRANTY OF HABITABILITY**

- A. All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law. Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.
- B. Tenant will do nothing to interfere with or make more difficult Owner's efforts to provide Tenant and all other occupants of the Building with the required facilities and services. Any condition caused by Tenant's misconduct or the misconduct of Tenant Parties (as hereinafter defined) or anyone else under Tenant's direction or control shall not be a breach by Owner.

**8. CARE OF TENANT'S APARTMENT; END OF LEASE; MOVING OUT**

- A. At all times during the Term of this Lease, Tenant will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. Tenant shall, at Tenant's own cost and expense, make all repairs caused or occasioned by Tenant or Tenant's agents, contractors, invitees, licensees, guests or servants (collectively hereinafter "Tenant Parties"). In addition, Tenant shall promptly notify Owner and/or the Building Superintendent/Building Manager in writing upon the occurrence of any problem, malfunction or damage to the Apartment. Tenant will move out on or before the ending date of this Lease and leave the Apartment in good order and in the same condition as it was when Tenant first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of Tenant.
- B. **CLEANING.** Tenant is required to use only non-abrasive cleaning agents in the Apartment. Tenant is responsible for damage done by use of any improper cleaning agents.
- C. If Tenant fails to maintain the Apartment or make a needed repair or replacement as required hereunder, Owner may hire a professional and make such maintenance, repairs or replacements at Tenant's sole cost and expense. Owner's reasonable expense will be payable by Tenant to Owner as Additional Rent within ten (10) business days after Tenant receives a bill from Owner
- D. When this Lease ends, Tenant must remove all of Tenant's movable property. Tenant must also remove at Tenant's own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment Tenant may have installed in the Apartment, even if it was done with Owner's consent. Tenant must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. Tenant has not

moved out until all persons, furniture and other property of Tenant's is also out of the Apartment. If Tenant's property remains in the Apartment after this Lease ends, Owner may either treat Tenant as still in occupancy and charge Tenant for use, or may consider that Tenant has given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at Tenant's expense. Tenant agrees to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Lease.

- E. Except as provided for otherwise in Article 35 of this Lease, in the event that (i) Owner intends to offer to renew this Lease with a Rent increase equal to or greater than five (5%) percent above the then current Rent, or (ii) Owner does not intend to renew this Lease, Owner shall provide Tenant written notice as follows:
- i. If Tenant has occupied the Apartment for less than one (1) year and does not have a Lease Term of at least one (1) year, Owner shall provide at least thirty (30) days' notice;
  - ii. If Tenant has occupied the Apartment for more than one (1) year but less than two (2) years, or has a Lease Term of at least one (1) year but less than two (2) years, Owner shall provide at least sixty (60) days' notice; or
  - iii. If Tenant has occupied the Apartment for more than two (2) years or has a Lease Term of at least two (2) years, Owner shall provide at least ninety (90) days' notice.
- F. Within a reasonable time after notification of either party's intention to terminate this Lease, unless Tenant provides less than two (2) weeks' notice of Tenant's intention to terminate, Owner shall notify Tenant in writing of Tenant's right to request an inspection before vacating the Apartment. Tenant shall have the right to be present at said inspection. Subject to the foregoing, if Tenant requests such inspection, the inspection shall be made no earlier than two (2) weeks and no later than one (1) week before the end of the tenancy. Owner shall provide at least forty-eight (48) hours written notice of the date and time of the inspection. After the inspection, Owner shall provide Tenant with an itemized statement specifying repairs, cleaning or other deficiencies that are proposed to be the basis of any deductions from the Security Deposit. If Tenant requests such inspection, Tenant shall be given an opportunity to remedy any identified deficiencies prior to the end of the tenancy (or, at Owner's sole option, if Tenant fails to remedy any such identified deficiencies, Owner may remedy such identified deficiencies at Tenant's sole cost and expense as described hereinafter). Any and all repairs or alterations made to the Apartment as a result of said inspection shall be at Tenant's sole cost and expense. Said repairs must be approved by Owner and shall be performed, at Owner's sole option by (i) licensed and adequately insured Tenant's contractors in a good and skillful manner with materials of quality and appearance comparable to existing materials and approved by Owner or (ii) by Owner's contractor(s).

## 9. CHANGES AND ALTERATIONS TO APARTMENT

- A. Tenant cannot build in, add to, change or alter, the Apartment in any way, including, but not limited to, installing, changing, or altering any paneling, wallpaper, flooring, "built in" decorations, partitions, railings, paint, carpeting, plumbing, ventilating, air conditioning, electric, or heating systems without first obtaining the prior written consent of Owner which may be withheld in Owner's sole discretion. If Owner's consent is given, the alterations and installations shall become the property of Owner when completed and paid for by Tenant. They shall remain with and as part of the Apartment at the end of the Term. Notwithstanding the foregoing, Owner has the right to demand that Tenant remove the alterations and installations at the end of the Lease Term, and in such case Tenant shall repair all damage resulting from said removal and restore the Apartment to its original condition, including any holes in the wall or damage caused by the removal of any pictures, artwork or TV mounts hung by Tenant on the walls. Any and all work shall be performed by Tenant in accordance with the terms and conditions of this Lease and in accordance with all applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity. Tenant's contractor shall also supply, before performing any such work, a certificate of insurance naming Owner and the Building's managing agent (if applicable) as additional insured.
- B. Without Owner's prior written consent, Tenant cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's reasonable opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, Tenant cannot place in the Apartment water-filled furniture.
- C. If a lien is filed on the Apartment or Building due to Tenant's fault, Tenant must promptly pay or bond the amount stated in the lien. Owner may pay or bond the Lien if Tenant fails to do so within ten (10) days after Tenant has written notice about the lien, in which case, Owner's costs shall be paid by Tenant as Additional Rent.

## D. [N/A]

## 10. TENANT'S DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND RULES

- A. GOVERNMENT LAWS AND ORDERS. Tenant will obey and comply (i) with all present and future city, state and federal laws rules, regulations and codes of any governmental or quasi-governmental entity or body which affect the Building or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the



Initials: \_\_\_\_\_



Apartment and the Building. Tenant will not allow any windows in the Apartment to be cleaned from the outside unless the prior written consent of the Owner is obtained.

- B. **OWNER'S RULES AFFECTING TENANT.** Tenant, its Permitted Occupants and Tenant Parties must obey all Owner's rules (the "Owner's Rules and Regulations") annexed hereto and made apart hereof as Exhibit B and all future reasonable rules of Owner or Owner's agent. Notice of all additional rules shall be delivered to Tenant in writing or posted in the lobby or other public place in the building. Owner shall not be responsible to Tenant for not enforcing any rules, regulations or provisions of any other tenant's lease except to the extent required by law.
- C. **TENANT'S RESPONSIBILITY.** Tenant is responsible for the behavior of Tenant, the Permitted Occupants of the Apartment, the Tenant Parties and any other people who are visiting the Apartment. Tenant will reimburse Owner as Additional Rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other people visiting the Apartment have not obeyed applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity or rules of this Lease.

**11. OBJECTIONABLE CONDUCT** Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other people visiting the Apartment will not engage in objectionable conduct at the Apartment or the Building. Objectionable conduct ("Objectionable Conduct") means behavior which makes or will make the Apartment or the Building less fit to live in for Tenant or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartment, or causes conditions that are dangerous, hazardous, unsanitary or detrimental to other occupants of the Building. Objectionable Conduct by Tenant, the Tenant Parties, or any other people visiting the Apartment, gives Owner the right to end this Lease on six (6) days' written notice to Tenant that this Lease will end.

## 12. SERVICES AND FACILITIES

- A. **REQUIRED SERVICES.** Owner will provide (i) cold and hot water and heat as required by law, (ii) repairs to the Apartment not caused by Tenant (subject to the terms and conditions of this Lease), the Tenant Parties or any other people visiting the Apartment, as required by law, (iii) elevator service if the Building has elevator equipment; and (iv) the utilities, if any, included in the Rent, as set forth in subparagraph B below. 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.
- B. The following utilities are included in the rent: heat and hot water.  
[INSERT "NONE" IF NO UTILITIES ARE INCLUDED IN THE RENT]
- C. **ELECTRICITY AND OTHER UTILITIES.** Tenant acknowledges and understands that Owner has no obligation to supply, or liability in connection with, utilities or services in or to the Apartment (except as may be provided for otherwise in this Lease). Tenant shall be responsible, at Tenant's sole cost and expense, for securing, air conditioning, electricity, gas, cable, phone, and all other utilities and services (except as may be provided for otherwise in this Lease).
  - (i) Tenant shall contract directly with the appropriate utility provider for all aforementioned services (not including the utilities included in the Rent as provided for in subparagraph B).
  - (ii) [N/A]
- D. Stopping or reducing of service(s) will not be reason for Tenant to stop paying Rent, to make a money claim or to claim constructive eviction. Damage to the equipment or appliances supplied by Owner, caused by Tenant's acts, omissions or neglect, or the act, omission or neglect of the Tenant Parties or any other person visiting the Apartment, shall be repaired at Tenant's sole cost and expense. In the event that Tenant fails to make such repairs within a reasonable period of time, Owner shall have the option to make such repairs at Tenant's expense and charge the same to Tenant as Additional Rent. Damage to the equipment or appliances supplied by the Owner, which are not caused by Tenant's negligence, acts or misuse or the negligence, acts or misuse of the Tenant Parties or any other people visiting the Apartment, shall be promptly repaired by the Owner at the Owner's sole cost and expense. Owner may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete. Notwithstanding the foregoing, except in emergency situations, Owner shall provide Tenant no less than twenty-four (24) hours prior written notice of any planned service stoppages. Owner shall take all necessary steps to ensure that service stoppages do not interfere with Tenant's use and enjoyment of the Apartment.
- E. **APPLIANCES.** Appliances supplied by Owner in the Apartment are for Tenant's use. They shall be in working order on the date hereof and will be maintained and repaired or replaced by Owner, except if repairs or replacement are made necessary because of Tenant's or the Tenant Parties' negligence or misuse, Tenant will pay Owner for the cost of such repair or replacement as Additional Rent. Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator or other appliance unless installed by Owner or with Owner's prior written consent (in its sole discretion). Tenant must not use more electric than the wiring or feeders to the Building can safely carry.
- F. **FACILITIES AND AMENITIES.** If Owner permits Tenant to use any storeroom, storage bin, laundry or any other facility located in the Building but outside of the Apartment (e.g., fitness center, resident lounge, roof deck, golf simulator,



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movie theater, swimming pool, spa, etc.), the use of any such facility will be furnished to Tenant free of charge and at Tenant's own risk. Tenant will operate at Tenant's expense any coin operated appliances located in any such facility. Owner shall have no obligation to provide any of the aforementioned facilities or any type of doorman, attendant, porter or any other type of similar service at the Building, and Owner may discontinue same without being liable to Tenant therefor or without in any way affecting this Lease or the liability of Tenant hereunder or causing a diminution of Rent and the same shall not be deemed to be lessening or a diminution of facilities or services within the meaning of any law, rule or regulation now or hereafter enacted, promulgated or issued.

**13. INABILITY TO PROVIDE SERVICES** Because of a strike, labor trouble, national emergency, repairs, or any other cause beyond Owner's reasonable control, Owner may not be able to provide or may be delayed in providing any services or in making any repairs to the Building. In any of these events, any rights Tenant may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

**14. ENTRY TO APARTMENT** During reasonable hours and with reasonable notice, except in emergencies, Owner and Owner's representatives, agents and employees may enter the Apartment for the following reasons:

- A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; inspect; exterminate; install or work on master antennas or other systems or equipment; and to perform other work and make any and all repairs, alterations, or changes Owner decides are necessary. Tenant Rent will not be reduced because of any of the foregoing.
- B. To show the Apartment to potential buyers or lenders.
- C. For ninety (90) days before the end of the Lease Term, to show the Apartment to persons who wish to lease it.
- D. If, during the last month of the Lease, Tenant has moved out and removed all or almost all of Tenant's property from the Apartment, Owner may enter the Apartment to make changes, repairs, or redecorations. Tenant's Rent will not be reduced for that month and this Lease will not be ended by Owner's entry.
- E. If, at any time, Tenant is not personally present to permit Owner or Owner's representatives, agents or employees to enter the Apartment and entry is necessary or allowed by law or under this Lease, Owner or Owner's representatives, agents or employees may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner or Owner's representatives, agents or employees will not be responsible to Tenant, unless during such entry, any authorized party is negligent or misuses Tenant's property.

**15. ASSIGNING; SUBLETTING; ABANDONMENT**

- A. **ASSIGNING AND SUBLETTING.** Tenant cannot assign this Lease or sublet all or part of the Apartment or permit any other person to use the Apartment (other than a Permitted Occupant without the prior written consent of the Owner, which Tenant acknowledges may be withheld by Owner in its sole and absolute discretion, for any reason or no reason. If Tenant assigns this Lease or sublet all or part of the Apartment and fail to obtain Owner's prior written consent, in addition to any and all other rights of Owner under this Lease and at law and/or in equity, Owner has the right to cancel the Lease. Tenant must get Owner's written permission as provided for herein, each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this Lease after an assignment or sublet is permitted, even if Owner accepts money from the assignee or subtenant. The amount accepted will be credited toward money due from Tenant, as Owner shall determine. The assignee or subtenant does not become Owner's tenant. Tenant is responsible for acts and neglect of any person in the Apartment. Notwithstanding the foregoing, Owner expressly reserves the right to terminate this Lease with respect to the Apartment upon the receipt by Owner of any request for assignment or sublease ("Owner's Recapture Right"). Owner's Recapture Right, if exercised, must be sent to Tenant in writing within thirty (30) days after Tenant's request to assign or sublet the Apartment. In the event that Owner consents to an assignment and elects not to exercise Owner's Recapture Right, Tenant shall reimburse Owner for all of Owner's attorneys' fees in connection with the review of the assignment or sublease. In the event that Owner agrees to an assignment or sublease, subject to applicable law, Owner shall be entitled to one hundred percent (100%) of any consideration or rent over and above that Rent provided for in this Lease. The sublease shall provide that the subtenant shall, at Owner's option, attorn to Owner upon any termination of this Lease.
- B. **ABANDONMENT.** If Tenant moves out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended. Tenant will remain responsible for each monthly payment of Rent and Additional Rent as it becomes due until the end of this Lease. In case of abandonment, Tenant's responsibility for Rent and Additional Rent will end only if Owner chooses to end this Lease for default as provided in Article 16.

**16. DEFAULT**

- A. Tenant defaults under the Lease if Tenant acts in any of the following ways:
  - (i) Tenant fails to carry out any agreement or provision of this Lease;
  - (ii) Tenant does not take possession or move into the Apartment fifteen (15) days after the beginning of this Lease; or



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(iii) Tenant and the Permitted Occupants of the Apartment 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 Rent and/or Additional Rent, Owner may serve Tenant with a written notice to stop or correct the specified default within ten (10) days. Tenant must then either stop or correct the default within such ten (10) day period, or, if the nature of the default is not reasonably capable of being cured within such ten (10) day period, then Tenant must begin to take all steps necessary to correct the default within ten (10) days and thereafter diligently continue to do all that is necessary to correct the default as soon as possible (however, in no event shall any extension of the aforesaid ten (10) day period exceed thirty (30) days).

- B. If Tenant does not stop, correct or begin to materially correct a default within ten (10) days as provided for above, or engages in Objectionable Conduct, Owner shall give Tenant a written notice that this Lease will end six (6) days after the date such written notice is sent to Tenant. At the end of the six (6) day period, this Lease will end and Tenant then must move out of the Apartment. Even though this Lease ends, Tenant will remain liable to Owner for unpaid Rent and/or Additional Rent up to the end of this Lease, and damages caused to Owner after that time as stated in Article 17.
- C. If Owner does not receive the Rent and/or Additional Rent within five (5) days of when this Lease requires, Owner or Owner's agent shall send Tenant, via certified mail, a written notice stating the failure to receive such Rent and/or Additional Rent. Provided Owner has served Tenant with a fourteen (14) day written demand, and Owner does not receive the overdue Rent (and Additional Rent, as applicable) within fourteen (14) days after such written fourteen (14) demand for Rent (and Additional Rent, as applicable) has been made, Owner may commence an action or summary proceeding seeking the payment of all Rent and/or Additional Rent. If the Lease ends, Owner may do the following: (i) enter the Apartment and retake possession of it if Tenant has moved out or (ii) go to court and ask that Tenant and all other occupants in the Apartment be compelled to move out.

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

**17. REMEDIES OF OWNER AND TENANT'S LIABILITY** If this Lease is ended by Owner because of Tenant's default, the following are the rights and obligations of Tenant and Owner.

- A. Tenant must pay Rent and Additional 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, Owner may re- rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner 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 Apartment in violation of the terms of this Lease, only then shall Owner use reasonable efforts to re-rent the Apartment at the lesser of the fair market value of the Apartment or the Rent paid hereunder.
- C. Whether the Apartment is re-rented or not, Tenant must pay to Owner as damages:
  - (i) the difference between the Rent in this Lease and the amount, if any, of the rents collected in any later lease of the Apartment for what would have been the remaining period of this Lease; and
  - (ii) Owner's expenses for the cost of getting Tenant out and re-renting the Apartment, including, but not limited to, putting the Apartment in good condition, repairing damages, decorating and/or cleaning the Apartment for re-rental, advertising the Apartment and for real estate brokerage fees; and
  - (iii) Owner's expenses for attorney's fees (except in the event of a default judgment).
- D. Tenant shall pay all aforementioned 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 Owner's right to collect the damages for a later month by a similar action.
- E. If the Rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid Rent and damages which Tenant owes Owner, Tenant cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change Tenant's liability for damages. Except as may be provided for otherwise in Article 17(B) of this Lease, Owner is not required to re -rent the Apartment.

**18. ADDITIONAL OWNER REMEDIES;** 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, Owner has the right to ask a Court to make Tenant carry out Tenant's agreements or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 16 and 17 of this Lease.

**19. FEES AND EXPENSES**

- A. Tenant must reimburse Owner for any of the following fees and expenses incurred by Owner:
  - (i) Making any repairs to the Apartment or the Building, including any appliances in the Apartment, which result from



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misuse, omissions or negligence by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other visitors to the Apartment;

- (ii) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concerning the Apartment or the Building which Tenant, the Permitted Occupants of the Apartment, the Tenant Parties, or any other persons who visit the Apartment or work for Tenant have caused;
- (iii) Preparing the Apartment for the next tenant if Tenant moves out of the Apartment before the Lease ending date without Owner's prior written consent;
- (iv) [N/A]
- (v) Removing any of Tenant's property from the Apartment after this Lease is ended;
- (vi) Any miscellaneous charges payable to the Owner for services Tenant requested that are not required to be furnished Tenant under this Lease for which Tenant has failed to pay the Owner and which Owner has paid;
- (vii) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Lease by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment or work for Tenant.

These fees and expenses shall be paid by Tenant to Owner as Additional Rent within ten (10) business days after Tenant receives Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, Tenant will still be liable to Owner for the same amount as damages. In the event Tenant does not reimburse Owner within such ten (10) business day period, Owner shall be entitled to deduct the fees and expenses from the Security Deposit.

**B. [N/A]**

**20. PROPERTY LOSS, DAMAGES OR INCONVENIENCE** Tenant understands and agrees that unless caused by the gross negligence or willful misconduct of Owner or Owner's representatives, agents or employees, none of these authorized parties are responsible to Tenant for any of the following (i) any loss of or damage to Tenant or Tenant's property in the Apartment or the Building due to any accidental or intentional cause, including a theft or another crime committed in the Apartment or elsewhere in the Building; (ii) any loss of or damage to Tenant's property delivered to any employee of the Building (e.g., doorman, superintendent, etc.); or (iii) any damage or inconvenience caused to Tenant by actions, negligence or violations of their lease made by any other tenant or person in the Building except to the extent required by law. Tenant further understands and agrees that Owner's employees are not authorized by Owner to care for Tenant's personal property. Owner is not responsible for any loss, theft, damage to Tenant's personal property, or any injury caused by the property or its use by Building employees.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or on behalf of Owner. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner. Owner 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.

**21. FIRE OR CASUALTY**

- A.** Tenant shall give Owner immediate notice in case of fire or other damage to the Apartment. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under subparagraph C below or by Tenant under subparagraph D below. However, the Rent will be reduced as of the date of the fire, accident or other casualty. This reduction will be based upon the square footage of the Apartment which is unusable, as determined by Owner.
- B.** Owner will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below. For the sake of clarity and emphasis, Owner is not required to repair or restore the Apartment or replace the furnishings, decorations or any of Tenant's property, and furthermore (unless otherwise agreed to by Owner in writing), Owner shall not be responsible for any delays due to settling insurance claims, obtaining cost estimates, labor, material, equipment and/or supply problems, force majeure or for any other delay beyond Owner's reasonable control. If the Lease is cancelled, Owner need not restore the Apartment.
- C.** After a fire, accident or other casualty in the Building, Owner may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving Tenant written notice of this decision within the later of sixty (60) days after the date when the damage occurred or ten (10) business days after Owner is advised by its insurance carrier as to the amount of insurance proceeds it will have available to restore the Apartment. If there is substantial damage to the Apartment or if the Apartment is completely unusable, Owner may cancel this Lease by giving Tenant written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives Tenant such notice, this Lease will end sixty (60) days from the last day of the calendar month in which Tenant was given notice.



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- D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in thirty (30) days, Tenant may give Owner written notice that Tenant ends the Lease. If Tenant gives that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund Tenant's Security Deposit and the pro-rata portion of Rent (and Additional Rent, as applicable) paid for the month in which the casualty happened.
- E. Unless prohibited by the applicable policies, to the extent that such insurance is collected, Tenant and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.
- F. Tenant acknowledges that if fire, accident, or other casualty causes damage to any of Tenant's personal property in the Apartment, including, but not limited to Tenant's furniture and clothes, the Owner will not be responsible to Tenant for the repair or replacement of any such damaged personal property unless such damage was as a result of the Owner's negligence.

**22. PUBLIC TAKING** The entire Building or a part of it can be acquired (condemned) by any government or government agency for a public or quasi- public use or purpose. If this happens, this Lease shall end on the date the government or agency take title. Tenant shall have no claim against Owner for any damage resulting; Tenant also agrees that by signing this Lease, Tenant assigns to Owner any claim against the government or government agency for the value of the unexpired portion of this Lease.

**23. SUBORDINATION CERTIFICATE AND ACKNOWLEDGEMENTS** Notwithstanding any provisions to the contrary contained in this Lease, this Lease and Tenant's rights, are subject and subordinate to all present and future: (a) leases for the Building or the land on which it stands, (b) Owner's mortgage(s) now existing or hereinafter existing), (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. If certain provisions of any such mortgage come into effect, the holder of any such mortgage can end this Lease and such parties may commence legal action to evict Tenant from the Apartment . If this happens, Tenant acknowledges that Tenant has no claim against Owner or such lease or mortgage holder. If Owner requests, Tenant will sign promptly any acknowledgment(s) of the "subordination" in the form that Owner may require. Tenant authorizes Owner to sign such acknowledgment(s) for Tenant if Tenant fails to do so within five (5) days of Owner's request.

Tenant also agrees to sign (if accurate) a written acknowledgment within ten (10) days of request to any third party designated by Owner that this Lease is in effect, that Owner is performing Owner's obligations under this Lease and that Tenant has no present claim against Owner.

**24. TENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT** If Tenant pays the Rent and any required Additional Rent on time and Tenant does everything Tenant has agreed to do in this Lease, Tenant's tenancy cannot be cut off before the ending date, except as provided for otherwise in this Lease, including, but not limited to, in Articles 21, 22, and 23.

**25. BILLS AND NOTICE; ELECTRONIC SIGNATURES** Any notice, statement, demand or other communication required or permitted to be given rendered or made by either party to the other, pursuant to this Lease or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this Lease) and shall be given by registered or certified mail, return receipt requested, or by overnight mail by a nationally recognized overnight carrier addressed to each of the following parties:

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

If to Owner:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

With a copy to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If to Tenant: at Apartment, subsequent to Commencement Date

Prior to Commencement Date:

**889 Herkimer Street**  
**Brooklyn, NY 11233**

Notwithstanding anything to the contrary contained in this Lease, any notice from Owner or Owner's agent or attorney may be delivered to Tenant personally at the Apartment. Notices shall be deemed received the next business day if by overnight carrier, the date of delivery if by personal delivery, or three (3) business days after being mailed if by registered or certified mail.

## 26. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

- A. Both Tenant and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim (excluding compulsory counterclaims) on any matters concerning this Lease, the relationship of Tenant and Owner as lessee and lessor or Tenant's use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims for personal injury or property damage.
- B. If Owner begins any court action or proceeding against Tenant which asks that Tenant be compelled to move out, Tenant cannot make a counterclaim unless Tenant is claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Building.

## 27. NO WAIVER OF LEASE PROVISIONS

- A. Even if Owner accepts Tenant's Rent and/or Additional Rent or fails once or more often to take action against Tenant when it has not done what Tenant has agreed to do in this Lease, the failure of Owner to take action or Owner's acceptance of Rent and/or Additional Rent does not prevent Owner from taking action at a later date if Tenant does not do what Tenant has agreed to do herein.
- B. Only a written agreement between Tenant and Owner can waive any violation of this Lease.
- C. If Tenant pays and Owner accepts an amount less than all the Rent and/or Additional Rent due, the amount received shall be considered to be in payment of all or part of the earliest Rent and/or Additional Rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the Rent and/or Additional Rent due unless there is a written agreement between Tenant and Owner.
- D. Any agreement to end this Lease and also to end the rights and obligations of Tenant and Owner must be in writing, signed by Tenant and Owner or Owner's agent. Even if Tenant gives keys to the Apartment and they are accepted by Owner or Owner's representative, this Lease is not ended.

**28. CONDITION OF THE APARTMENT; APARTMENT RENTED "AS IS"** By signing this Lease Tenant acknowledges that Owner, Owner's representatives or superintendent has not made any representations or promises with respect to the Building or the Apartment except as herein expressly set forth. After signing this Lease but before Tenant begins occupancy, Tenant shall have the opportunity to inspect the Apartment with Owner or Owner's agent to determine the condition of the Apartment. If Tenant requests such inspection, the parties shall execute a written agreement before Tenant begins occupancy of the Apartment attesting to the condition of the Apartment and specifically noting any existing defects or damages. Before taking occupancy of the Apartment, Tenant has inspected the Apartment (or Tenant has waived such inspection) and Tenant accepts it in its present condition "as is," except for any condition which Tenant could not reasonably have seen during Tenant's inspection. Tenant agrees that Owner has not promised to do any work in the Apartment except as specified in Exhibit C annexed hereto (if any) and made apart hereof.

## 29. HOLDOVER

- A. At the end of the Term, Tenant shall: (i) return the Apartment to the Owner in broom clean, vacant and in good condition, ordinary wear and tear excepted; (ii) remove all of Tenant's property and all of Tenant's installations, alterations and decorations (if so directed by Owner); and (iv) repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term ordinary wear and tear excepted.
- B. Tenant hereby indemnifies and agrees to defend and hold Owner harmless from and against any loss, cost, liability, claim, damage, fine, penalty and expense (including reasonable attorneys' fees and disbursements but excluding consequential or punitive damages) resulting from delay by Tenant in surrendering the Apartment upon the termination of this Lease, including any claims made by any succeeding tenant or prospective tenant or successor landlord founded upon such delay.
- C. If Tenant holds over possession after the expiration date of the Lease or earlier termination of the Lease term or any extended term of this Lease, such holding over shall not be deemed to extend the term of this Lease or renew this Lease. Under no circumstances (i) will such holdover constitute a month-to-month tenancy, (ii) shall this Article 29 imply any right of Tenant to remain in the Apartment after the expiration or earlier termination of this Lease, (iii) will Owner be prohibited from exercising any rights permitted by law against a holdover tenant; or (iv) will any monies paid by Tenant or accepted by Owner (e.g., Rent, Additional Rent, holdover rent or otherwise) after the expiration or earlier termination of this Lease be deemed to reinstate any form of tenancy between Tenant and Owner. In connection with such holdover, Tenant shall pay the following charges for the use and occupancy of the Apartment for each calendar month or part thereof (even if such part shall be a small fraction of a calendar month), which total sum Tenant agrees



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to pay to Owner per month promptly upon demand, in full, without set-off or deduction:

- i) TWO (2) times the highest monthly Rent set forth in this Lease, plus
- ii) Items of Additional Rent that would have been payable monthly pursuant to this Lease, had this Lease not expired or terminated,

The aforesaid provisions of this Article 29 shall survive the expiration or earlier termination of this Lease.

### 30. DEFINITIONS

- A. Owner: The term "Owner" means the person or organization receiving or entitled to receive Rent and Additional Rent from Tenant for the Apartment at any particular time other than a rent collector or managing agent of Owner. Owner is the person or organization that owns legal title to the Apartment. It does not include a former owner, even if the former owner signed this Lease.
- B. Tenant: The Term "Tenant" means the person or persons signing this Lease as lessee and the respective heirs, distributes, executors, administrators, successors and assigns of the signer. This Lease has established a lessor-lessee relationship between Owner and Tenant.

**31. SUCCESSOR INTERESTS** The agreements in this Lease shall be binding on Owner and Tenant and on those who succeed to the interest of Owner or Tenant by law, by approved assignment or by transfer.

### 32. INSURANCE

- A. As a material inducement for Owner to enter into this Lease, Tenant shall obtain (i) liability insurance insuring Tenant, the Permitted Occupants of the Apartment, the Tenant Parties and any other people visiting the Apartment, and (ii) personal property insurance insuring Tenant's furniture and furnishings and other items of personal property located in the Apartment. Tenant may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment unless otherwise directed by Owner. Tenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.
- B. Owner is not liable for loss, expense, or damage to any person or property, unless due to Owner's gross negligence or wrongful acts. Owner is not liable to Tenant for permitting or refusing entry of anyone into the Building. Tenant must pay for damages suffered and reasonable expenses of Owner relating to any claim arising from any act, omission or neglect by Tenant. If an action is brought against Owner arising from Tenant's acts, omissions or neglect, Tenant shall defend Owner at Tenant's sole cost and expense with an attorney reasonably acceptable to Owner. Tenant is responsible for all acts, omissions or neglect of the Tenant Parties.
- C. Tenant shall indemnify and save harmless Owner from and against any and all liability, penalties, losses, damages, expenses, suits and judgments arising from injury during the term of this Lease to person or property of any nature and also from any matter growing out of the occupation of the Apartment, provided however that such is not the result of Owner's gross negligence or wrongful acts or that of Owner's employees, or agents. Tenant agrees, at Tenant's sole cost and expense to procure and maintain at all times during the Lease term the following insurance:
  - (i) General Liability Insurance for an amount not less than **three hundred thousand dollars (\$300,000.00)** with an umbrella policy of no less than **three hundred thousand dollars (\$300,000.00)** [DELETE IF INAPPLICABLE OR INSERT AMOUNTS]; and; and
  - (ii) Renters Insurance, which covers any, and all personal property or belongings contained in the Apartment. Tenant agrees to hold Owner harmless regarding these personal belongings due to loss or damage except in cases of Owner's gross negligence.
- D. The aforementioned insurance policies shall name Owner and the property manager (if applicable) as additional insureds or interests, as applicable. In the event of Tenant's failure to procure and/or maintain the aforementioned policies prior to the date possession of the Apartment is ready to be delivered to Tenant on the Lease Commencement Date, Owner may (i) refuse to deliver possession of the Apartment to Tenant until such time as evidence of such insurance is delivered by Tenant to Owner (however, Tenant shall nonetheless remain responsible for the payment of Rent and Additional Rent as of the Lease Commencement Date), and/or (ii) order such insurance policies, pay the premiums, and add the amount thereof to the Rent next coming due as Additional Rent, and the Owner shall have all rights and remedies for the collection thereof as is provided for collection of ordinary Rent. The abovementioned insurance policies shall provide for no less than thirty (30) days' notice of cancellation or modification to Owner, and Tenant shall provide Owner with a copy of such insurance policies. Evidence of the aforesaid coverage being in place shall be presented to the Owner on or before the first day of the term of this Lease and may be requested at any time during term of this Lease. Such insurance policies are to be written by a good and solvent company licensed to do business in the state of New York. Tenant shall immediately reimburse Owner for the cost of any insurance policy Owner obtains for the Apartment, including but not limited to insurance for Owner's furniture or furnishings in the Apartment. Tenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.



Initials:

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33. [N/A]

34. **BROKER [DELETE EITHER SUBPARAGRAPH A OR B; IF SUBPARAGRAPH B IS DELETED, INSERT NAME OF BROKER(S) IN SUBPARAGRAPH A]**

A. [N/A]

B. Tenant represents to Owner that Tenant has not dealt with any real estate broker in connection with the leasing of the Apartment.

C. Owner and Tenant hereby agree to indemnify, defend and hold harmless each other from and against any and all claims, demands, liabilities, suits, losses, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of any inaccuracy or alleged inaccuracy of the above representation. Owner shall have no liability for any brokerage commissions arising out of a sublease or assignment by Tenant. The provisions of this Article 34 shall survive the expiration or sooner termination of this Lease.

35. [N/A]

A. [N/A]

B. [N/A]

C. [N/A]

36. [N/A]

37. [N/A]

38. **PETS [DELETE EITHER SUBPARAGRAPH A OR B; IF SUBPARAGRAPH A IS DELETED, INSERT NECESSARY INFORMATION IN SUBPARAGRAPH B]**

A. [N/A]

B. Tenant may keep pets in the Apartment provided: (i) Tenant obtains the prior written consent of Owner; and (ii) Tenant complies with any rules with respect to the keeping of pets in the Apartment. Owner hereby consents to the following pet(s): Luther (dog)

39. **KEYS/SECURITY**

A. Tenant shall not remove, alter, or change in any way the existing locks, security codes or keys that are provided for the Apartment or any part thereof. Tenant assumes liability for any person keys are entrusted to. The name, address and telephone number of any person with an additional set of keys to the Apartment are required to be furnished to Owner or its managing agent. Only Owner may make such additional sets of keys upon Tenant's written request with the abovementioned information. Owner will not refuse any such reasonable request. All extra sets of keys must be returned to Owner no later than one (1) day prior to move out unless agreed to by Owner. In the event that all keys are not returned to the Owner by or before the last day of tenancy, Tenant agrees to pay for the replacement cost as mentioned below (or part thereof if Owner deems it appropriate).

B. Tenant agrees and understands that Tenant will be charged a re-keying fee in the sum of \$50.00 for the entrance door each and every time a key replacement is required or deemed necessary by Owner if the need arises due to Tenant's loss of the key, employee changes, or request. Said charges shall be deemed Additional Rent.

40. **WINDOW GUARDS** Simultaneously with the execution of this Lease, Tenant shall complete and deliver to Owner a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York annexed as a rider attached to this Lease. Tenant acknowledges that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

41. **BED BUG DISCLOSURE** Tenant and Owner shall sign and complete the disclosure of bedbug infestation history annexed as a rider attached to this Lease.

42. **SPRINKLER DISCLOSURE** Tenant and Owner shall sign and complete the sprinkler disclosure annexed as a rider attached to this Lease.

43. **OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS** Owner shall complete and deliver to Tenant the Occupancy Notice for Indoor Allergen Hazards annexed as a rider attached to this Lease. Owner acknowledges that it has delivered to Tenant "What Every Tenant Should Know About Indoor Allergens" and Tenant acknowledges receipt of such notice.

44. **STOVE KNOB COVERS** Simultaneously with the execution of this Lease, Tenant shall complete and deliver to Owner the Annual Notice for Tenants in Multiple Dwelling Units with gas-powered stoves annexed as a rider attached to this Lease.



- 45. NO SHORT TERM RENTAL** Under no circumstances shall Tenant put a listing for the Apartment on Airbnb or for other similar short term rental (i.e., a rental for less than thirty (30) days), or use the Apartment for same. If Tenant does so, Owner has the right to immediately terminate this Lease.
- TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT. IF TENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION, THE RIGHT TO TERMINATE THIS LEASE ON SIX (6) DAYS' WRITTEN NOTICE TO TENANT AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS LEASE AND AT LAW OR EQUITY, TENANT WILL FORFEIT THE ENTIRE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT SHALL ALSO BE RESPONSIBLE FOR ANY AND ALL FINES AND PENALTIES IMPOSED BY ANY GOVERNMENTAL OR QUASI -GOVERNMENTAL AGENCY OR BODY.
- 46. INDEMNIFICATION** Tenant shall indemnify and save harmless Owner and Owner's agents and, at Owner's option, defend Owner and Owner's agents against and from any and all claims against Owner and Owner's agents arising wholly or in part from any act, omission or negligence of Tenant or the Tenant Parties. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs, damages and expenses of any kind or nature (including without limitation attorney's and other professional fees and disbursements) incurred in or in connection with any such claims (including any settlement thereof) or proceeding brought thereon, and the defense thereof
- 47. NOISE** Tenant shall not create any unreasonable noise levels which shall interfere with the quiet enjoyment of the other tenants of the Building or the neighbors of the Building. Tenant agrees to promptly notify Owner in writing of all noise complaints or summons which Tenant receives in writing, and to submit a proposal reasonably satisfactory to Owner as to how to handle same and assure that such complaints shall not recur. TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT. IF TENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS LEASE AND AT LAW OR EQUITY, TENANT WILL FORFEIT THE ENTIRE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY).
- 48. WAIVER OF LIABILITY** Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and property of Owner in the Apartment or to any proceeds obtained by Owner as a result of a sale by Owner of the Apartment, for the collection of any judgment (or other judicial process) requiring the payment of money by Owner in the event of any default or breach by Owner with respect to any of the terms and provisions of this Lease to be observed and/or performed by Owner, subject, however, to the prior rights of any lessor under a superior lease or holder of a superior mortgage. No other assets of Owner or any partner, officer, director or principal of Owner, shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim hereunder.
- 49. OWNER'S APPROVAL** If Tenant shall request Owner's approval or consent and Owner shall fail or refuse to give such approval or consent, Tenant shall not be entitled to any damages for any withholding or delay of such approval or consent by Owner, it being intended that Tenant's sole remedy shall be an action for injunction without bond or specific performance (the rights to money damages or other remedies being hereby specifically waived. Furthermore, such remedy shall be available only in those cases where Owner shall have expressly agreed in writing not to unreasonably withhold its consent or approval (as applicable), or where as a matter of law, Owner may not unreasonably withhold its consent or approval. In such event, provided Tenant is successful therein, Owner shall be responsible to pay Tenant's actual costs and expenses incurred therein, including reasonable attorneys' fees.
- 50. BANKRUPTCY; INSOLVENCY** If (i) Tenant files a voluntary petition in bankruptcy or insolvency or are the subject of an involuntary bankruptcy proceeding, (ii) Tenant assigns property for the benefit of creditors, or (iii) a non-bankruptcy trustee or receiver of Tenant's or Tenant's property is appointed, Owner may give Tenant thirty (30) days' notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the thirty (30) day period, the Term shall end as of the date stated in the notice. Tenant must continue to pay Rent and Additional Rent and any damages, losses and expenses due Owner without offset.
- 51. CONTROLLING LAW** Tenant acknowledges that by negotiating and entering into this Lease, Tenant has transacted business within the State of New York. Any action, proceeding or claim arising out of this Lease or breach thereof, shall be litigated within the State of New York and the parties consent to the personal jurisdiction of the courts (including the New York City Housing Court) within the State of New York and consent that any process may be served either personally, by facsimile or by certified or registered mail, return receipt requested, to Tenant at Tenant's address as set forth in this Lease, or in any manner provided by New York Law.



Initials:

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Tenant shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity and shall be subject to, and Tenant shall agree to consent to, the service of process in, and the jurisdiction of, the courts of, New York State.

**52. OWNER'S CONTROL** The Lease shall not end or be modified nor will Tenant's obligations be ended or modified if for any cause not fully within Owner's reasonable control, Owner is delayed or unable to (a) fulfill any of Owner's promises or agreements, or (b) supply any required service or (c) make any required repairs to the Apartment.

**53. COUNTERPARTS** This Lease may be executed in any number of identical counterparts and by scanned or facsimile signature, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.

**54. BINDING EFFECT** It is expressly understood and agreed that this Lease shall not constitute an offer or create any rights in Tenant's favor, and shall in no way obligate or be binding upon Owner, and this Lease shall have no force or effect until this Lease is duly executed by Tenant and Owner and a fully executed copy of this Lease is delivered to both Tenant and Owner.

**55. SMOKING** THERE IS NO SMOKING PERMITTED INSIDE THE APARTMENT (OR ON THE BALCONY OR TERRACE, IF ANY) UNDER ANY CIRCUMSTANCES. IF TENANT DISREGARDS THIS AGREEMENT, TENANT WILL FORFEIT ONE-THIRD (1/3) OF THE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT.

TENANT AND OWNER SHALL SIGN AND COMPLETE THE BUILDING'S SMOKING POLICY ANNEXED AS RIDER ATTACHED TO THIS LEASE.

**56. GARBAGE, REFUSE AND RECYCLING** Tenant shall comply with the rules and regulations of the Building in all respects, including, but not limited to, those regarding garbage and recycling laws. Tenant shall not place any large articles outside of the Apartment except in compliance with the rules and regulations of the Building in all respects. Tenant agrees to promptly pay Owner for any violations for violation of Tenant's obligations pursuant to this Article 56.

**57. TOILETS/PLUMBING FIXTURES** The toilets and plumbing fixtures shall only be used for the purposes for which they were designed or built for. No feminine hygiene or similar products such as paper towels may be discarded in the toilets or plumbing fixtures.

**58. EMERGENCIES** Tenant will provide Owner with list of persons to contact in the event of an emergency. Emergencies include, but are not limited to: health and safety of Tenant or guests, water damage or fire, or unauthorized persons attempting entry into the Apartment without Owner's knowledge.

**59. BICYCLES [DELETE IF INAPPLICABLE]** All bicycles are expressly forbidden in the Apartment.

**60. [N/A]**

**61. THIRD PARTY BENEFICIARY** This Lease is an agreement solely for the benefit of Owner and Tenant (and their permitted successors and/or assigns). No person, party or entity other than Owner and Tenant shall have any rights hereunder or be entitled to rely upon the terms, covenants and provisions contained herein. The provisions of this Article 61 shall survive the termination hereof.

## **62. MOVING IN, VACATING APARTMENT AND TERMINATION**

- A. Should Owner become concerned with the inadequate care and/or supervision of Tenant's moving company's crew, Tenant shall instruct moving personnel to comply with Owner's reasonable request for added protection throughout the Apartment. All moving personnel must be fully insured and reasonable proof of such insurance must be supplied to Owner before moving will be permitted on or in the Apartment.
- B. In the course of Tenant's moving in, out or having items delivered to the Apartment, should there be any damage to the halls, doors or any other part of the Apartment or the Building, Tenant shall be responsible to pay for the repair of such damage.
- C. Upon the expiration of this Lease, Tenant shall return the Apartment in broom clean condition. Additional cleaning charges incurred by Owner due to Tenant's breach of this Article 62 shall be borne by Tenant and shall be deemed Additional Rent.

**63. OWNER UNABLE TO PERFORM** Notwithstanding anything to the contrary contained in this Lease, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to the payment of Rent and Additional Rent to be paid by Tenant pursuant to this Lease (any of the foregoing "Force Majeure")



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shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage.

**64. ILLEGALITY.** If a term in this Lease is illegal, invalid or unenforceable, the rest of this Lease remains in full force.

**SIGNATURES CONTINUED ON NEXT PAGE**



Initials:



THE STRAND

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

BY: THE STRAND

|                                                                                   |                                                                                                                   |
|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------|
| <hr/>                                                                             |                                                                                                                   |
| (Landlord)                                                                        | Date                                                                                                              |
| <hr/>                                                                             |                                                                                                                   |
|  | <b>Signed by Devri Elise Failla</b><br>Thu Apr 9 2026 05:48:43 AM EDT<br>Key: 735CB1BD; IP Address: 23.198.14.152 |
| <hr/>                                                                             |                                                                                                                   |
| Devri Elise Failla (Tenant)                                                       | Date                                                                                                              |
| <hr/>                                                                             |                                                                                                                   |
|  | <b>Signed by Seth Anthony Failla</b><br>Thu Apr 9 2026 10:15:43 AM EDT<br>Key: 051FE56D; IP Address: 23.47.58.153 |
| <hr/>                                                                             |                                                                                                                   |
| Seth Anthony Failla (Tenant)                                                      | Date                                                                                                              |

## AMENITIES AGREEMENT

|                                                               |                   |
|---------------------------------------------------------------|-------------------|
| <b>Name:</b><br>Devri Elise Failla and Seth Anthony Failla    |                   |
| <b>Address:</b><br>176 Woodward Ave #119, Ridgewood, NY 11385 | <b>Telephone:</b> |

Execution of this Agreement by the undersigned tenant (referred to herein as the "Licensee"), shall entitle the Licensee to the use of the premises known as **THE STRAND** amenities, including the **Bike storage lockers, shared laundry room, gym, party room, outdoor areas, rec room, business center, outdoor terrace, rooftop terrace, storage, package lockers, virtual doorman, elevators** (together, the "Amenities") located at **176 Woodward Ave**, in the City and State of New York, subject to compliance by the Licensee with all of the terms and conditions of this Agreement.

In consideration of the privileges granted herein, the Licensee hereby agrees as follows:

1. Use of the Amenities shall be on a first come, first served basis. The Landlord (referred to herein as the "Licensor" and as the "Landlord") does not guaranty availability of the Amenities to all licensees at all times, and the use of the Amenities may be limited or restricted in the sole discretion of the Licensor, and may, under all circumstances, be utilized only by licensees who are tenants of record in the subject building.
2. Guests shall only be allowed into **roof deck** if accompanied at all times by a tenant. Tenant may bring up to **3** guests maximum at a time. No guests are permitted to use the **gym**. Tenants shall have a priority for the use of the other Amenities.
3. Subject to the approval of Ownership, the Managing Agent, the Licensor, and/or their agents and employees, Tenants will be permitted to reserve an Amenity Space up to twice per calendar year for private events at the associated rate for that space on the date the reservation request is placed. Amenity Space is defined as the combination of all amenity spaces and any subdivisions of that space. Use of the space is subject to all current and future rules in place on the date of the event. Reservation requests will only be accepted for periods between \_\_\_\_\_, are restricted to a \_\_\_\_\_ maximum, and are accepted on a first-come, first-serve basis. No guarantee is made that the space will be available for use at the desired time or that the request will be approved if available. All outside vendors being used for events will be required to supply to Management a compliant Acord Certificate of Insurance at least 24-hours in advance of the event.
4. Licensee agrees and understands that the **amenities and all common areas in the building** are smoke-free (i.e. smoking and e-cigarette use is not permitted) and food and beverage use is subject to the Rules that are and/or will be posted. No use of electrical appliances is permitted, other than those provided by the building, and music can be played subject to all current and future rules that are or will be posted.
5. The Amenities may never be utilized for 2 hours.
6. Licensee understands and acknowledges that in the event the Licensee fails to leave the Amenity areas clean, or cause any damage to such areas, the Licensee 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 **\$250.00** per hour.
7. The Licensor reserves the right to close all or part of the roof deck at any time, and/or to interrupt or discontinue the Amenities. There is no obligation on the part of the Landlord to continue to provide the Amenities. Landlord has the right to charge an amenity fee at any time.
8. The Licensee shall comply with all rules, regulations and directives posted by the Licensor in the Amenity areas, which rules, regulations and directives may be changed from time to time by Licensor in its sole discretion. The Licensee shall ensure compliance with such rules, regulations and directives by all of Licensee'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 License in the sole and absolute discretion of the Licensor.
9. The Licensor, its affiliates, agents and employees shall not be liable for loss, theft or damage to the property of Licensee or Licensee's guests. The Licensee shall be required to pay or reimburse any claim, cost, liability, fee, expense and/or attorney's fees arising from the Licensee's or Licensee's guests' negligence or misconduct, including expenses related to replacement or repair of personal property, equipment or machinery.



located in or about the building and/or the gym and/or roof deck.

10. Prior to Licensee's use of the Amenities, Licensors has advised Licensee to obtain insurance for their own protection. Use of the Amenities is at the Licensee's risk, and Licensors assumes no responsibility or risk of loss for loss or damage to Licensee's property or bodily injury or harm to Licensee.
11. To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold harmless the Owner, the Managing agent, the Licensors, and their agents and employees from and against all claims, damages losses and expenses, including attorney's fees, arising out of or resulting from use of the Amenities, attributed to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting therefrom, or which is caused in whole or in part by any negligent act or omission of the Licensee and/or their guest(s) or anyone else.
12. Licensee assumes the liability for the use of the Amenities. Licensee expressly waives and releases Landlord from all claims against Landlord and agrees to hold Landlord harmless for any loss resulting from the use of the roof deck, children's playroom, and/or gym, regardless of the cause. Landlord shall not be liable for any injury or damage to persons or property, or damages caused by other Licensees or persons in the Building, arising from the use of the Amenities.
13. Licensee covenants and agrees, at its sole cost and expense, to the fullest extent permitted by law, to indemnify, defend and hold Landlord, its partners, directors, officers, members, managers, employees, servants, representatives and agents harmless against any and all claims or loss (including attorney's fees, witnesses' fees and all courts costs), damages, expense and liability (including statutory liability) by or on behalf of any person, firm or corporation, resulting from, arising out of or in connection with the use of the Amenities, including, without limitation: (a) the conduct or management the premises by Licensee (or any person holding or claiming through or under Licensee) or anyone else; (b) the condition of the premises, or any use, nonuse, possession, management or maintenance of the premises; (c) any breach or default on the part of Licensee in the performance of any of Licensee's covenants or obligations under this Agreement; (d) any act, negligence or default or error or omission or breach of contract by or of Licensee, or any of its agents, servants, employees, contractors, invitees or licensees or of any person holding or claiming through or under Licensee; and (e) any accident, injury or damage whatsoever caused to any person, firm or corporation occurring as the result of any work or thing whatsoever done by Licensee (or person holding or claiming through or under Licensee) in or about the premises. Further, Licensee agrees to indemnify and hold Landlord harmless against and from all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon, and in case any action or proceeding shall be brought against Landlord by reason of any such claim, Licensee, upon notice from Landlord, agrees to resist and defend such action at Licensee's sole cost and expense.
14. The foregoing indemnity shall include claims or losses or damages arising out of any negligent or wrongful act, error or omission, in connection with the use of the Amenities by the Licensee, and shall also include injury or death of any guest of the Licensee. Licensee's liability under this indemnification is not limited to the limits of insurance.
15. Licensee shall be responsible for the loss or damage to TV remote controls, Barbecue equipment, or any other equipment provided to Licensee for Licensee's use of the Amenities, and shall comply with all rules, regulations and directives that may be posted from time to time relating thereto.



**Signed by Devri Elise Failla**

Thu Apr 9 2026 05:50:11 AM EDT

Key: 735CB1BD; IP Address: 23.198.14.152

Devri Elise Failla (Tenant)

Date



**Signed by Seth Anthony Failla**

Thu Apr 9 2026 10:16:31 AM EDT

Key: 051FE56D; IP Address: 23.47.58.140

Seth Anthony Failla (Tenant)

Date



Initials:



## THE STRAND

### AMENITIES PACKAGE AGREEMENT

|                                              |                                                                                                                                                                                                                                                                               |
|----------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| This Agreement is entered into on:           | April 7, 2026                                                                                                                                                                                                                                                                 |
| The Licensor is: ("The Licensor")            | THE STRAND<br>c/o Nieuw Amsterdam Property Management, 511 6th Avenue<br>#7134, New York, NY 10011                                                                                                                                                                            |
| The Licensee(s) is/are: ("The Member(s)")    | Devri Elise Failla and Seth Anthony Failla                                                                                                                                                                                                                                    |
| The Member's apartment number is:            | 119                                                                                                                                                                                                                                                                           |
| The Member's telephone number is:            | (917) 561-3567                                                                                                                                                                                                                                                                |
| The Member's emergency contact is:           |                                                                                                                                                                                                                                                                               |
| Total fee amount due per month (per member): | \$0.00                                                                                                                                                                                                                                                                        |
| Fees are to be paid:                         | Monthly to commence at the same time as the residential lease under which the Member resides. This license is executed separate and apart from any residential apartment lease executed by Licensee for an apartment at THE STRAND as a tenant of the building at THE STRAND. |

#### Warnings:

- It is the Member's responsibility to make sure the Member is in good enough health to use the facilities covered by this Agreement.
- The Licensor provides no supervision or personal trainers. Use of the facilities covered by this Agreement is at the Member's risk.
- The Licensor is not liable for injury caused by damage to the facilities covered by this Agreement where such damage was caused by any Member, whether the Member who signs this Agreement, or some other Member.
- The Licensor is not responsible for any personal property the Member may bring to the facilities.

#### 1. This Agreement

- This Agreement is a license granted by the Owner ("the Licensor") of **THE STRAND c/o Nieuw Amsterdam Property Management, 511 6th Avenue #7134, New York, NY 10011** (the "Building") to the above named Member, who represents that he or she is a Tenant or Registered Occupant of the Building. This Agreement is not a lease. This is the complete Agreement of the parties relating to the amenities package. All prior representations by either party are irrelevant unless in writing in this Agreement. The Member acknowledges having been presented the opportunity to take a blank copy of this Agreement to consult with an attorney prior to entering into this Agreement. This Agreement may not be modified except by a writing signed by both parties to this Agreement. The captions in this Agreement are for convenience only and have no legal meaning. This Agreement will be construed in accordance with the laws of the State of New York.
- This Agreement and the services and/or amenities made available as per this agreement or membership for which you pay as per the terms of this agreement are not included in the rent for the residential apartment and are not services which are required to be provided by Landlord or the building in which you reside. You are not required to pay for and utilize the services made available by virtue of the membership set forth in this Agreement and if you do not wish to do so, you can still rent and utilize your apartment as per the residential Lease. By executing this Agreement, Member is setting forth that Member fully understands and agrees that the services of facilities made available to member by the terms hereof are in no way connected to or part of or provided by the terms of any separate residential Lease for an apartment in the building in which the facilities are located which is owned and/or operated, and/or managed by Licensor and the fees for services or facilities paid in connection with this Agreement to Licensor are not included in or a part of the rent for a residential apartment nor does the termination, revocation, or unavailability of any of facilities made available by the terms in any effect, reduce, amend, modify, or act as a set of any rent which may be due pursuant to separate residential Lease Agreement as the service and facilities made available as per the terms hereof are not required to be provided by the Licensor or Landlord of the building.

#### 2. The Facilities

- The facilities covered by this Agreement (the "Facilities") currently include the sky lounge, rooftop terrace, fitness center, lounge with catering kitchen, game room and children's playroom. The Licensor may at will add to, subtract from, substitute, rearrange, or reconfigure the Facilities included in this Agreement with no diminished fees charged to



Initials:

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the Member for the period covered by this Agreement.

- b. The Licensor may at reasonable times and for reasonable durations close or close off all or part of the Facilities for purposes of maintenance to, repair of, addition to, subtraction of, substitution of, rearrangement of, or reconfiguration of the Facilities with no diminished fees charged to the Member for the period covered by this Agreement.
- c. The Licensor reserves the right to change the method of access to the Facilities, including, without limitation, access by fob and/or a biometric access system.

### 3. Persons Eligible To Be Members

The only persons who may be "Members," as such term is used in this Agreement, are Tenants of the Building and others named as Registered Occupants. Where a Tenant in the Building fails to continue to meet any of these criteria, this Agreement shall automatically terminate without notice to the Member. Grounds for such automatic termination shall include but not be limited to:

- a. The issuance of a warrant of eviction with regard to the apartment where the Member is the Tenant, family member of Tenant or an occupant of the apartment ("Registered Occupants").
- b. Surrender, termination and/or vacatur by the Member of the apartment in the Building.
- c. Failure of Member to be a Tenant of the Building in good standing, Member's failure to timely pay rent for the apartment, if Member becomes a nuisance, etc. and/or violates any terms or provisions of their apartment lease.
  - i. For safety and security reasons, Licensor has zero tolerance for violation of any of the rules and regulations set forth herein. Licensor will immediately revoke this Agreement if Member or any Registered Occupant or guest violates any of the rules or regulations set forth herein. Moreover, Licensor may press criminal charges against any Member for the violation of any of the rules and regulations set forth herein performed by Member, Registered Occupants or guest of Member.
- d. Use of any cellular telephone cameras or video recording devices is strictly prohibited in the Facilities without the express written permission of Licensor.
- e. No outside stereos, radios or TV's are permitted in the Facilities except those that can be used and are being used with personal headphones.
- f. All Members using any of the Facilities are responsible for returning the equipment and/or furnishings to its proper location and for cleaning up the exercise machines, equipment and furnishings they have been using. No personal belongings are to be left overnight, and, if any belongings are left overnight, Member acknowledges that Licensor has no responsibility or liability for the loss or damage of said belongings. No equipment and/or furnishings shall be removed from any of the Facilities.
- g. Only Members may use the Facilities. No guests are allowed to use the Facilities.
- h. Any Member suffering from any condition, disease, or ailment making it unsafe or medically imprudent to use the Facilities should not do so.
  - i. Members are not permitted to bring into the Facilities any persons who are not themselves Members.
- j. No pets of any kind shall be permitted in the Facilities, but service animals may be permitted insofar as they do not interfere with the use of the Facilities by any other Member.
- k. Licensor reserves the right from time to time to close the Facilities for private events. No Member shall use the Facilities during such times except by invitation. No Member shall organize parties or events in the Facilities without the prior written permission of Licensor.
- l. No outside food or alcoholic beverage is permitted in the Facilities without prior written permission of Licensor.

### 4. Fees

- a. The fee for this License is independent of any rent the Member may be paying or that is being paid on the Member's behalf for an apartment in the Building.
- b. This License shall automatically terminate on the date that Member's lease for his or her apartment in the Building terminates. The License may be renewed annually only if the Member renews his/her lease for the apartment.
- c. Any renewals of this License shall commence on the same date as the Member's residential lease for the apartment in the Building and the offer to renew this License shall be made contemporaneously with the offer to renew the apartment lease. If the initial License commences after the date of such residential lease term, the License fee will be prorated accordingly.
- d. Should the License be cancelled by either party pursuant to the terms of this Agreement then the monthly fee shall be prorated by the amount of remaining days in the cancellation month. If there is any damage to the Facilities caused by the Member, then Licensor may, in its sole discretion, keep any remaining portion of the monthly fee.
- e. Member may cancel this Agreement without any penalty or further obligation within seven (7) days from the



Initials:



commencement date. Notice of Cancellation shall be in writing to the Licensor and mailed by registered or certified United States mail to the Licensor at the address set forth above. Such Notice of Cancellation must include this Agreement and any other documents or evidence of Membership previously delivered to Member. All money paid pursuant to this Agreement shall be returned within fifteen (15) business days of receipt of the Notice of Cancellation. If Member has executed any credit or loan agreement to pay for all or part of the Facilities Membership, any such negotiable instrument executed by the Licensor shall also be returned to the Member within fifteen (15) business days of receipt of the Notice of Cancellation.

- f. Member may also cancel this Agreement for any of the following reasons:
- i) If upon a doctor's order, you cannot physically receive the service because of a significant physical disability for a period in excess of six months;
  - ii) If you die, your Estate shall be relieved of any further obligation under this Agreement not then due and owing;
  - iii) If you move your residence; or
  - iv) If Licensor raises the monthly fees in an amount greater than 25% of the then-existing monthly fee during the term upon notice to Licensor at the address set forth above within seven (7) days of Member's receipt of notice of such monthly fee increase.

Notice of Cancellation based on provisions i, ii or iii above must be sent with written substantiation of such grounds. All monies paid pursuant to this Agreement cancelled for the reasons set forth in provision "g" above shall be refunded within fifteen (15) business days of receipt of the Notice of Cancellation; provided, however that Licensor may retain the expenses incurred and the portion of the total price representing the services used or completed.

### **Representations by Member**

The Member represents to the Licensor, with knowledge that the Licensor is relying on these representations as an inducement to enter this Agreement and the falsity of any of which will cause this Agreement to be automatically terminated, in addition to whatever other legal remedies the Licensor may have:

- a. The Member is at least 18 years of age.
- b. The Member does not have health conditions that could pose any health risk to the Member or to another person.
- c. The Member has been examined by a physician of the Member's choice and such physician has pronounced that physician's approval of the Member's use of the Facilities.

### **5. Notifications by Member**

The Member shall immediately notify the Licensor as soon as the Member or any of the Registered Occupants acquires a health condition that could pose any health risk to the Member or to another person.

### **6. IMPORTANT: RELEASE AND WAIVER OF LIABILITY AND INDEMNITY**

Member hereby acknowledges and agrees that use of the Facilities, services, equipment or premises, involves risks of injury to persons and property, including those described below, and Member assumes full responsibility for such risks. In consideration of being permitted to enter the Facilities for any purpose including, but not limited to, observation, use of facilities, services or equipment, or participation in any way, Member agrees to the following: Member hereby releases and holds Licensor and any of its limited partners, affiliates, subsidiaries, parent companies, stockholders, directors, officers, employees, contractors, invitees, agents, attorneys and their respective predecessors, heirs, successors, and assigns (and the supplier of any of the equipment in the Facility) (individually and collectively, "Releasee") harmless from all liability to Member and Member's personal representatives, assigns, heirs and next of kin for any loss or damage, and Member forever gives up any claims or demands therefore, on account of injury to Member's person or property, including injury leading to Member's death, whether caused by the active or passive negligence or gross negligence of Releasee or otherwise to the fullest extent permitted by law while Member is in, upon or about the Facilities or using the services or equipment. Member also hereby indemnifies Releasee from any loss, liability, damage or cost Releasee may incur due to Member's presence in, upon or about the Facilities or in any way observing or using any facilities or equipment of Licensor whether caused by Member's own negligence or otherwise. Member represents (a) that Member is in good physical condition and has no disability, illness, or other condition that could prevent Member from exercising without injury or impairment of Member's health, and (b) that Member has consulted a physician concerning an exercise program that will not risk injury to Member or impair Member's health. Such risk of injury includes (but is not limited to): injuries arising from Member's use or the use of others of exercise equipment and machines; injuries arising from Member's participation or the participation of others in supervised or unsupervised activities or programs at, in or about the Facilities; injuries and medical disorders arising from exercising at, in or about the Facility such as heart attacks, strokes, heat stress, sprains, broken bones, and torn muscles and ligaments, among others; and accidental injuries occurring anywhere at, in or about the dressing rooms, showers and other facilities associated with the Facility. Member further expressly agrees that the foregoing release, waiver and indemnity agreement is intended to be as broad and inclusive as is permitted by the laws of



Initials:

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the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect. Member has read this release and waiver of liability and indemnity clause, and agrees that no oral representations, statements or inducement apart from this agreement have been made. The terms and provisions of this Release shall be binding upon and benefit the respective successors and assignees, heirs, distributees, guardians, and legal representatives of the undersigned and Licensor.

## **7. Training**

- a. The Licensor makes no representations whether or not the Licensor will provide personal trainers, lifeguards, instructors or supervisors ("Staff") at the Facilities, whether or not any so provided will or may be continued, and whether or not such trainers will have access to any or all elements of the facilities. In no event shall the provision or failure to provide such Staff constitute part of the consideration of this Agreement. The Member is solely responsible to acquire on the Member's own proper training or instruction with regard to the use, operation, and safety procedures of any and all equipment at the Facilities, whether provided by the Licensor or provided by another person. Such training or instruction must be acquired by the Member prior to using the Facilities.
- b. If the Licensor permits a personal trainer or instructor access to any or all elements of the Facilities, the Licensor reserves the right as a prerequisite to such access to require of the personal trainer or instructor proof of insurance satisfactory in form to the Licensor insuring both the personal trainer or instructor and the Licensor as an additional insured for any and all liability arising out of the Member's use of the Facilities.

## **8. Representations and Warranties by the Licensor**

The Licensor neither makes nor implies any representations or warranties as to the adequacy, safety, or use of any of the equipment at the Facilities. With respect to such equipment, the Licensor neither makes nor implies any representations or warranties that such equipment is suited or fit for any particular purpose except its intended purpose.

## **9. Use of the Facilities**

The Licensor may at any time promulgate or amend any rules with regard to the usage of the Facilities. Such rules shall be in the Licensor's sole discretion and shall not be subject to question in any forum.

## **10. Member Caused Damage**

Upon the Licensor's demand, the Member shall pay to the Licensor the cost of replacement or repair of any equipment or facilities belonging to the Licensor and damaged or destroyed by the Member or any person using the Facilities with the Member's consent, regardless of whether the Licensor has consented to the damaging person's use of the Facilities.

## **11. Assignment**

The Member may not assign the Member's rights under this Agreement.

## **12. Termination and Suspension**

The Licensor may terminate or suspend this License without any refund to the Member for any of the following reasons:

- a. Any misrepresentation by the Member to the Licensor made in this Agreement.
- b. Failure of the Member to abide by the Member's obligations under this Agreement.
- c. Failure of the Member to abide by rules and regulations posted in the Facilities as such may be promulgated or amended by the Licensor from time to time.
- d. The Member engaging in or permitting another person to engage in objectionable behavior as the Licensor, the Licensor's agent, or the Licensor's employee reasonably determines to be objectionable in their sole discretion.
- e. The Member is the tenant of record of the apartment where another Member resides and such other person engages in any conduct which permits the Licensor to terminate or suspend this license.
- f. The Member uses a cellular telephone camera or video recording device in the Facilities or rest rooms.

Member acknowledges that Member's use of the Facilities is subject to the rules and regulations of the Building and the Facilities, and that such rules and regulations are subject to change from time to time in Licensor's sole discretion.

Member further acknowledges that the rules and regulations of the Building and the Facilities have been made available to me and that my failure to comply with such rules and regulations may result in Licensor's termination of my use and access to the Facilities.



**Signed by Devri Elise Failla**

Thu Apr 9 2026 05:52:45 AM EDT

Key: 735CB1BD; IP Address: 23.47.58.142

Devri Elise Failla (Licensee/Member)

Date



**Signed by Seth Anthony Failla**

Thu Apr 9 2026 10:17:16 AM EDT

Key: 051FE56D; IP Address: 23.47.58.153

Seth Anthony Failla (Licensee/Member)

Date

(Licensor)

Date



Initials:



## THE STRAND

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### GYM RULES AND REGULATIONS

- As gym etiquette suggests, please carry a towel at all times to wipe down machines after each use.
- Please abide by a 30-minute limit workout on cardiovascular equipment during peak hours. Machine usage is on a first come first serve basis; however, please respect the 30-minute rule stated above.
- Moving of stationary equipment is strictly prohibited.
- Please return equipment to its proper location after use.
- Please notify the front desk immediately if any piece of equipment is not working or damaged.
- Shirts and appropriate shoes must be worn at all times. No bare feet are allowed.
- Smoking is strictly prohibited.
- Children under the age of 18 are not permitted at any time.
- Guests are not permitted at any time without prior written permission of Owner.
- Pets are not permitted at any time unless such pet is a service animal.
- All personal listening devices must be used with headphones.
- (Limit cell phone usage to a minimum) - No cell phones are permitted to be used in the gym.
- The use of alcoholic beverages is strictly prohibited.
- Anyone visibly intoxicated or otherwise incapacitated will be asked to leave the area and will forfeit their Membership.
- Food is not permitted in the gym. Only water, juice and non-alcoholic beverages in plastic containers are permitted. Must dispose of or remove plastic containers.
- Cannot leave any personal items - Licensor has no liability or responsibility for items left behind.

### ZERO TOLERANCE POLICY

Our first and foremost concern is safety of the tenants and staff and guests of **THE STRAND**. There is a strict "Zero Tolerance" to violation of any of the below; should there be a breach of the rules and regulations, your Membership to the Facilities will be revoked, notification will be made to the guarantor of the apartment, you will be held in breach of your Lease and criminal charges may be filed.

Please be reminded that, as a Tenant or Registered Occupant of the building, you are required to abide by the terms of the lease and are also responsible for the conduct of your guests.

Per the terms of your Lease agreement, tenants are not to engage in objectionable conduct. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for you or other occupants. 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 in the Building. Objectionable conduct gives Owner the right to end your lease.

**Please print sign and date below, acknowledging that you have read, understood and will abide by these rules.**



**Signed by Devri Elise Failla**

Thu Apr 9 2026 05:53:19 AM EDT

Key: 735CB1BD; IP Address: 23.47.58.142

Devri Elise Failla (Licensee/Member)

Date



**Signed by Seth Anthony Failla**

Thu Apr 9 2026 10:18:24 AM EDT

Key: 051FE56D; IP Address: 23.47.58.153

Seth Anthony Failla (Licensee/Member)

Date

\_\_\_\_\_  
(Licensor)

\_\_\_\_\_  
Date



Initials:





State of New York  
**Division of Housing and Community Renewal**  
 Office of Rent Administration  
 Web Site: [www.nysdhcr.gov](http://www.nysdhcr.gov)

**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): **Devri Elise Failla and Seth Anthony Failla**

Subject Premises: **176 Woodward Ave #119, Ridgewood, NY 11385**

Apt.#: **119**

Date of vacancy lease: **May 1, 2026**

**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:

**THE STRAND**



**Signed by Devri Elise Failla**

Thu Apr 9 2026 05:53:44 AM EDT

Key: 735CB1BD; IP Address: 23.47.58.142

Devri Elise Failla (Tenant)

Date

(Landlord)

Date



**Signed by Seth Anthony Failla**

Thu Apr 9 2026 10:18:49 AM EDT

Key: 051FE56D; IP Address: 23.47.58.140

Seth Anthony Failla (Tenant)

Date



Initials:



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Commission On  
Human Rights

## NYC Fair Chance Housing Notice: Criminal Records

As of January 1, 2025, in NYC, it is illegal for most housing providers to discriminate on the basis of a conviction history in rentals or sales, including co-ops and condos.

The protections of the NYC Fair Chance Housing Law apply to current tenants as well as applicants.

### It is a violation of the Law for covered housing providers to:

Make statements about criminal background checks or criminal records or express limitations on this basis in ads and applications

Treat applicants or tenants differently because of a conviction history except as allowed by the Fair Chance Housing Law.

Covered housing providers **may NEVER** change the terms of a sale or lease because of a conviction history. Covered housing providers **may** revoke a housing offer or decline to renew a lease **ONLY** based on limited kinds of convictions and **ONLY** when they follow the requirements of the Fair Chance Housing Law.

The NYC Fair Chance Housing Law does not require housing providers to run criminal background checks. Any housing provider can accept a renter or buyer without following the steps below. The steps below are only for covered housing providers that choose to run a background check.



### If a Covered Housing Provider Chooses to Run a Criminal Background Check: You Have Rights.

Covered housing providers **must first** consider your general housing eligibility (ability to meet lease terms) AND make a conditional offer of housing. **Only after** this conditional offer is it lawful for a covered housing provider to run a criminal background check.

**Before** conducting a criminal background check, covered housing providers must:

- Make you a conditional offer of housing AND
- Give you a copy of this notice explaining your rights

Housing providers are also responsible for compliance with laws governing the collection and use of personal information, such as Federal and State Fair Credit Reporting Acts.

### Conditional Offer of Housing

A conditional offer of housing is a **written lease, rental agreement, or agreement for a sale** that conditionally commits a unit(s) to a renter or buyer and can only be revoked in limited circumstances. Next a covered housing provider chooses either:

#### NOT to conduct a criminal background check

At this time, the housing provider can either finalize the offer or revoke it for a lawful, non-discriminatory purpose that is unrelated to conviction history.

#### TO conduct a criminal background check

It is illegal for the housing provider to seek or review your conviction history before you have a conditional offer.



### Criminal Background Check

If a covered housing provider chooses to run a criminal background check after making you a conditional offer, they may only consider **very limited** categories of convictions:

- convictions that require registration on a sex offense registry at the time of the background check
- felony convictions from the last 5 years, except those below
- misdemeanor convictions from the last 3 years, except those below

The 3 or 5 years are measured from the **actual date of release OR the sentencing date** (if the sentence does not include jail or prison time), regardless of probation or parole status.

A covered housing provider can **NEVER** consider arrests or pending cases, or:

- convictions that were sealed, expunged, are under an executive pardon or certificate of relief from disabilities, or legally nullified or vacated
- convictions for violations, which are non-criminal offenses such as disorderly conduct
- convictions under federal law or another state's law for conduct related to reproductive or gender affirming care that is lawful in New York State
- convictions under federal law or another state's law for cannabis possession that does not constitute a felony in New York State
- Adjudgments in Contemplation of Dismissal (ACDs)
- adjudications as a youthful offender or for juvenile delinquency
- terminations in favor of an individual, including but not limited to, acquittals, reversals upon appeal, and exonerations)
- Dispositions of criminal matters under federal law or another state's law that are comparable to those listed here.

It is illegal for a covered housing provider to consider information in these categories. In addition, tenant screening companies may be held liable under federal fair housing laws for discriminatory decisions by housing providers.



### Right to Provide Support for Your Application

After considering only reviewable convictions, a covered housing provider that wants to revoke a housing offer must **FOLLOW THE FAIR CHANCE HOUSING PROCESS** while holding a unit open. They must:

1. Give you a copy of all criminal history information they received and/or reviewed
2. Allow you 5 business days to respond by:
  - pointing out errors in the conviction history
  - identifying any information that should not have been considered (any information outside the lawfully reviewable convictions)
  - sharing information on your background, personal and professional references, and/or any information that supports your application.

You are not required to provide information to support your application at this stage. A housing provider must complete an individualized assessment even if you do not provide supporting information.



### Right to an Individualized Assessment of Your Application

A covered housing provider must conduct an individualized assessment of the reviewable convictions, together with any other information that you have timely submitted.

Page 2 of 3

**CONTACT**



22 Reade Street, New York, NY 10007



212-416-0197



[www.nyc.gov/HumanRights](http://www.nyc.gov/HumanRights)



Initials:

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051FE560

A covered housing provider **CANNOT** revoke a conditional offer of housing after running a criminal background check except in two **limited circumstances**:

After conducting an individualized assessment if they show in writing BOTH:

- a legitimate business interest AND
- how the legitimate business interest is linked to your individual history.

If they show *new information, unrelated to criminal history*, that impacts your qualifications for tenancy and that they did not know at the time of your conditional offer.

### Legitimate Business Interest

A covered housing provider's legitimate business interest must be specific and objective. Compliance with a particular lease term is a permissible legitimate business interest. Purely discriminatory motives, stigma, stereotypes, or assumptions never constitute a legitimate business interest.

A covered housing provider that shows a legitimate business interest must also **explain** the link between that interest and your particular individual history in light of the individual information you shared to justify a decision to revoke your conditional offer of housing. **The existence of a conviction alone never creates that link.**

The following are not legitimate business interests and do not establish a sufficient link to justify a housing provider's decision to revoke an offer:

- "I don't want a hot spot for law enforcement"
- "The applicant seems likely to commit another crime and I want tenant safety"
- "This is a family building"
- "We don't want bad guys hanging around"
- "My tenants don't want criminals"
- "My insurance rates will go up"
- "This will impact my property value"

### Revoking a Conditional Offer of Housing

Before a covered housing provider can revoke a conditional offer because of your criminal history, the housing provider **MUST** take the following steps:

1. Do an individualized assessment of your reviewable convictions **AND** the information you provided
2. Give you copies of all documents that it received and/or reviewed
3. Give you a written statement that explains:
  - the decision to revoke based on your conviction history **AND** the link to a legitimate business interest
  - how your individual information and circumstances were taken into account

### Exemptions for Housing Providers

- Housing provider-occupied properties with 2 or fewer rooms or units are not covered by the NYC Fair Chance Housing Law.
- State or federally funded housing providers, including public housing authorities that are required or authorized to take specific actions related to criminal history **CAN** take such specific actions without violating the NYC Fair Chance Housing Law.

For additional information about tenants' and buyers' rights & housing providers' responsibilities under the NYC Fair Chance Housing Law, and to see this notice in multiple languages, visit [NYC.gov/FairChanceHousing](https://www.nyc.gov/fairchancehousing).

**REMINDER:** All New Yorkers have a right to be free from retaliation in housing. It is illegal for housing providers in NYC to punish you or treat you negatively for telling them about your rights or for reporting discrimination or harassment.

Page 3 of 3

**CONTACT**



22 Reade Street, New York, NY 10007



212-416-0197



[www.nyc.gov/HumanRights](https://www.nyc.gov/HumanRights)



Initials:

D.F.  
735CB180

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091FE60

## FIRE SAFETY PLAN PART I - BUILDING INFORMATION SECTION

BUILDING: **THE STRAND**

ADDRESS: 176 Woodward Ave, Ridgewood, NY 11385

**BUILDING OWNER/REPRESENTATIVE:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**BUILDING INFORMATION:**

**Year of Construction:** \_\_\_\_\_

**Type of Construction:** ☐ Combustible ☐ Non-Combustible

**Number of Floors:** \_\_\_\_\_

**Sprinkler System:** ☐ Yes ☐ No

**Description:** \_\_\_\_\_

**Fire Alarm:** ☐ Yes ☐ No

**Manual Pull Stations:** \_\_\_\_\_

**Public Address System:** ☐ Yes ☐ No

**Location of Speakers:** \_\_\_\_\_

**Means of Egress:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Other Information:**

\_\_\_\_\_

\_\_\_\_\_

**Date Prepared:** \_\_\_\_\_



Initials: \_\_\_\_\_



## FIRE SAFETY PLAN PART II - FIRE EMERGENCY INFORMATION

BUILDING: **THE STRAND**

ADDRESS: **176 Woodward Ave #119, Ridgewood, NY 11385**

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

|                      |                       |
|----------------------|-----------------------|
| <b>Manhattan</b>     | <b>(212) 999-2222</b> |
| <b>Bronx</b>         | <b>(718) 999-3333</b> |
| <b>Brooklyn</b>      | <b>(718) 999-4444</b> |
| <b>Queens</b>        | <b>(718) 999-5555</b> |
| <b>Staten Island</b> | <b>(718) 999-6666</b> |

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



Initials: \_\_\_\_\_



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.



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**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.**



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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 risk 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.



Initials:



**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" BUILDINGS:**

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.



Initials:



## 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, **THE STRAND** (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.

**THE STRAND**

\_\_\_\_\_  
(Landlord)

\_\_\_\_\_  
Date

## What Every Tenant Should Know About Indoor Allergens (Local Law 55 of 2018)

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

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

Tenants should:

- Keep homes clean and dry
- Place food in sealed containers, keep counters and sinks clean, and get rid of clutter such as newspapers and paper bags
- Use garbage cans with tight-fitting lids
- Take garbage and recycling out every day, and tie up garbage bags before putting them in compactor chutes
- Avoid using pesticides and chemicals with strong smells (e.g., cleaning products, air fresheners, etc.)
- Tell landlords right away if there are pests, water leaks, or holes or cracks in the walls and floors
- Let building staff into homes to make any needed repairs
- Call **311** if landlords do not fix the problem or if repair work is being done unsafely

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

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

For more information about safely controlling asthma, visit [nyc.gov/health/asthma](https://nyc.gov/health/asthma).


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[nyc.gov/health](https://nyc.gov/health)


"healthy neighborhoods"



Department of  
Health & Mental  
Hygiene

Department of  
Housing Preservation  
& Development



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

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

Landlords must:

- **Inspect** every apartment and the building's common areas for cockroach and rodent infestations, mold and the conditions that lead to these hazards, at least once a year and more often if necessary. Landlords must also respond to tenant complaints or requests for an inspection.
- **Use integrated pest management (IPM) practices** to safely control pests and fix building-related issues that lead to pest problems.
  - ✓ Remove pest nests and thoroughly clean pest waste and other debris using a HEPA vacuum. Make sure to limit the spread of dust when cleaning.
  - ✓ Repair and seal any holes, gaps or cracks in walls, ceilings, floors, molding, base boards, around pipes and conduits, and around and within cabinets.
  - ✓ Attach door sweeps to all doors that lead to hallways, basements or outside.
  - ✓ Remove all water sources for pests by repairing drains, faucets and other plumbing materials that collect water or leak.
  - ✓ Use pesticides sparingly. If pesticides must be used to correct a violation, they must be applied by a New York State Department of Environmental Conservation–licensed pest professional.
- **Remove indoor mold** and safely fix the problems that cause mold.
  - ✓ Remove any standing water, and fix leaks or moisture conditions.
  - ✓ Move or cover furniture, and seal off doorways, ventilation ducts and other openings securely with plastic sheeting.
  - ✓ Gently spray the moldy area with soap or detergent and water before cleaning to limit the spread of dust.
  - ✓ Clean the work area with wet mops or HEPA vacuums before work starts, at the end of each day and after all repair work is completed.
  - ✓ Dry the cleaned area completely.
  - ✓ Throw away all cleaning-related waste in heavy-duty plastic bags and seal securely.
  - ✓ To clean 10 or more square feet of mold in a building with 10 or more apartments, landlords **must** hire a New York State Department of Labor–licensed mold assessor and remediator. Per New York City Administrative Code section 24-154 and New York State Labor Law Article 32, assessors and remediators must submit paperwork to the New York City Department of Environmental Protection.
- Make sure vacant apartments are thoroughly **cleaned and free of pests and mold** before a new tenant moves in.
- Provide a copy of this fact sheet and a notice with each tenant's lease that clearly states the landlord's and tenant's responsibilities to keep the building free of indoor allergens.

For more information about building owner and landlord responsibilities and safely fixing indoor allergen hazards, visit [nyc.gov/hpd](http://nyc.gov/hpd) and search for **indoor allergen hazards**.



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[nyc.gov/health](http://nyc.gov/health)



"healthy neighborhoods"



Department of  
Health & Mental  
Hygiene

Department of  
Housing Preservation  
& Development



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ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED APRIL 7, 2026 BETWEEN THE STRAND (LANDLORD) AND DEVRI ELISE FAILLA AND SETH ANTHONY FAILLA (TENANT) REGARDING APARTMENT 119 IN THE PREMISES LOCATED AT 176 WOODWARD AVE, RIDGEWOOD, NY 11385 IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT UNDER THE LEASE.

LEASE RENEWAL RESPONSE RIDER

This Lease Renewal Response Rider (hereinafter this "Rider") is attached to and forms a part of the lease between **THE STRAND** ("Landlord") and **Devri Elise Failla and Seth Anthony Failla** ("Tenant"), which lease (hereinafter the "Lease") was originally made as of or extended as of May 1, 2026 and is for Apartment 119 (the "Apartment") in the building located at 176 Woodward Ave, Ridgewood, NY 11385.

It is understood that unless otherwise required by law, Landlord has no obligation to offer to renew or extend this Lease for the Apartment. Landlord may, in its sole discretion, offer to renew or extend the Lease on such terms and conditions and for such rental amount as Landlord determines.

In the event that the Landlord offers to renew or extend the Lease, such offer will typically be delivered to Tenant approximately ninety (90) days prior to the expiration of the current lease term. It is important that Tenant promptly inform Landlord of Tenant's decision to accept or not accept such offer. Therefore, Tenant must respond to Landlord's offer in writing no later than sixty (60) days before the lease expiration, either accepting or declining Landlord's offer. In the event that Tenant fails to respond to Landlord's offer within thirty (30) days of receipt thereof, the offer will be deemed rescinded, and if Tenant later seeks to enter into a renewal or extension of the Lease and Landlord agrees to it, Landlord may modify or revise the initial terms and conditions previously offered, including but not limited to the rental rate.

In the event that the Tenant declines Landlord's renewal or extension offer in writing, Landlord shall reserve the right to access and show the Apartment to prospective tenants beginning up to sixty (60) days prior to the expiration of the current Lease Term, upon reasonable prior notice to Tenant

This rider does not constitute, and shall not be interpreted as, a guarantee or obligation of the part of Landlord to offer a lease renewal or extension.

THE STRAND



**Signed by Devri Elise Failla**  
Thu Apr 9 2026 06:03:09 AM EDT  
Key: 735CB1BD; IP Address: 23.47.58.142

Devri Elise Failla (Tenant)Date

\_\_\_\_\_  
(Landlord)Date



**Signed by Seth Anthony Failla**  
Thu Apr 9 2026 10:20:27 AM EDT  
Key: 051FE56D; IP Address: 23.47.58.153

Seth Anthony Failla (Tenant)Date



# Division of Licensing Services

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

## New York State Disclosure Form for Landlord and Tenant

### THIS IS NOT A CONTRACT

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

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

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

### Disclosure Regarding Real Estate Agency Relationships

#### Landlord's Agent

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

#### Tenant's Agent

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

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

#### Broker's Agents

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

#### Dual Agent

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

#### Dual Agent with Designated Sales Agents

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

## New York State Disclosure Form for Landlord and Tenant

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

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

This form was provided to me by **MNS** of \_\_\_\_\_

(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

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

☐ Landlord as a (check relationship below)

☐ Landlord's Agent

☐ Broker's Agent

☐ Tenant as a (check relationship below)

☐ Tenant's Agent

☐ Broker's Agent

☐ Dual Agent

☐ Dual Agent with Designated Sales Agent

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

☐ Advance Informed Consent Dual Agency

☐ Advance Informed Consent to Dual Agency with Designated Sales Agents

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

(I) (We) **Devri Elise Failla and Seth Anthony Failla** acknowledge receipt of a copy of this disclosure form:

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



**Signed by Devri Elise Failla**

Thu Apr 9 2026 06:03:24 AM EDT

Key: 735CB1BD; IP Address: 23.47.58.142

Devri Elise Failla (Tenant)

Date



**Signed by Seth Anthony Failla**

Thu Apr 9 2026 10:20:54 AM EDT

Key: 051FE56D; IP Address: 23.47.58.153

Seth Anthony Failla (Tenant)

Date



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Initials:

**D.F.**  
735CB1BD

v. 11

**S.F.**  
051FE56D

RIDER FOR 100% SMOKE FREE COMMUNITY

Additional clause attached to and forming a part of the certain Lease dated, **April 7, 2026** between **THE STRAND**, ("Landlord") and **Devri Elise Failla and Seth Anthony Failla** ("Tenant") as Tenant(s) Apartment **119** ("Apartment") in the premises located at **176 WOODWARD AVE, Ridgewood, NY 11385-1104** ("Building")

- 1 Definition of Smoking – The term smoking means inhaling, exhaling, breathing or carrying any lighted cigar, cigarette or other legal and or illegal tobacco products or similar lighted product in any manner or in any form;
- 2 Smoking – Due to the increased risk of fire and the know adverse health effects of secondhand smoke, smoking is prohibited in any area of the property, both private and common, whether enclosed or outdoor. This policy applies to all owners, tenants, guests, employees and service persons;
- 3 Smoke Free Community – Tenant agrees and acknowledges that the premises to be occupied by Tenant and members of Tenant's current and future household have been designated as a smoke free living environment. Tenant and members of the Tenant's household shall not smoke anywhere in the Apartment including but not limited to bathrooms, kitchens, rented by Tenant or the Building where the Tenant's Apartment is located or in any of the common areas or adjoining grounds of such Building or other parts of the rental community, nor shall Tenant permit any invitees, workers, guests or visitors under the control of Tenant to do so;
- 4 Tenant to Promote No Smoking Policy and to alert Landlord of Violation – Tenant acknowledges that i) the Building is 100% Smoke Free and ii) all rental advertisements for the building contained the 100% Smoke Free Policy and iii) the 100% Smoke Free Policy will be strictly enforced. Additionally, Tenant shall inform Tenant's invitees, workers, guests or visitors of the 100% Smoke Free Policy. Further, Tenant shall promptly give Landlord a written statement of any incident where tobacco smoke is migrating into the Tenant's Apartment from sources outside of the Tenant's Apartment;
- 5 Landlord Not a Guarantor of Smoke Free Environment – While the Landlord has imposed and will attempt to enforce the 100% no smoking clause throughout the Building the Landlord is not a guarantor of the no smoking policy throughout the Building. The Landlord will at all times use its best efforts to enforce this policy including but not limited to commencing any legal action against the violating party. But nothing in this policy or the Landlord's willingness to enforce this policy will act as, be found to be or be read as a guarantee by the Landlord that this policy will be abided by all Tenants and their invitees, workers, guests or visitors at all times. The Landlord is not guaranteeing that Tenants might not attempt to circumvent, ignore and/or violate this policy. The Landlord cannot be held liable in the event a Tenant violates this Policy. No Tenant will look to or hold the Landlord liable in the event this Policy is violated by another Tenant. The Landlord will use its best efforts to enforce this Policy but at no time is the Landlord a guarantor of the 100% compliance with this Policy by all Tenants.

It is the responsibility of the Tenant to inform his/her guests of the No Smoking provision of this Lease and prohibits smoking of any kind by his/her household members or guests while on the premises. Smoking by the Tenant, members of his/her household, or his/her guests in any area of the leased premises is a violation of this Lease. A breach of this provision shall be considered a material breach of the Lease and grounds for termination of the Lease by the Landlord.

THE STRAND

 Signed by Devri Elise Failla  
Thu Apr 9 2026 06:04:29 AM EDT  
Key: 735CB1BD; IP Address: 23.47.58.142

Devri Elise Failla (Tenant) Date (Landlord) Date

 Signed by Seth Anthony Failla  
Thu Apr 9 2026 10:22:18 AM EDT  
Key: 051FE56D; IP Address: 23.38.164.82

Seth Anthony Failla (Tenant) Date

# 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 **(718) 877-8140**, or by e-mailing \_\_\_\_\_. \*. 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.*

## 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.*



Initials:



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](http://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.



**Signed by Devri Elise Failla**  
Thu Apr 9 2026 06:05:23 AM EDT  
Key: 735CB1BD; IP Address: 23.47.58.142

---

Devri Elise Failla (Tenant)

Date



**Signed by Seth Anthony Failla**  
Thu Apr 9 2026 10:22:33 AM EDT  
Key: 051FE56D; IP Address: 23.47.58.153

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Seth Anthony Failla (Tenant)

Date

\* The Notice must include contact information when being provided under 466.15(d)(1), above. However, when being provided under (d)(2) and when this information is not known, the sentence may read "To request a reasonable accommodation, you should contact your property manager."

+ 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.

## PET RIDER

This Pet Rider amends the lease between **THE STRAND**, as Owner and **Devri Elise Failla and Seth Anthony Failla**, as Renter (the "Lease").

Renter desires to keep a certain pet described below (the "Pet") and Paragraph 27 of the Lease prohibits allowing pets. The Lease is hereby amended to grant such permission to Renter.

Renter agrees to the following rules and failure to adhere to such rules may result in permission being revoked:

1. To keep the Pet from causing any annoyance, discomfort, harm or disturbance to others and to immediately remedy any complaints concerning the Pet;
2. To keep the rabies shots and other vaccinations of the Pet current and to control flea infestation and exterminate if necessary, and upon demand, in any and all areas affected with full cost to be paid by Renter.
3. To keep the Pet under control at all times and confine the Pet when outside to a leash under Renter's control;
4. To promptly remove any pet waste from the Property, including all living areas, garages, storage areas, yards, porches, patios, courtyards, decks;
5. To immediately pay for any injury, damage, loss, or expense caused by the Pet. In this regard, it is expressly understood that at no time shall Renter apply any part of the Pet Deposit towards such amounts due, but rather, Renter shall make restitution immediately and separately from the Pet Deposit. It is further understood that such restitution shall be made over and above any rent or deposit paid in accordance with this Pet Rider; and
6. To hold Owner harmless from all liability arising from Renter's ownership or keeping of the Pet, including but not limited to any liability resulting from Owner turning the Pet over to local pet policing authorities should the Pet be found unsupervised.

Please sign below as acknowledgement and acceptance for the above:

**THE STRAND**



**Signed by Devri Elise Failla**

Thu Apr 9 2026 06:05:45 AM EDT

Key: 735CB1BD; IP Address: 23.47.58.142

Devri Elise Failla (Tenant)

Date

(Landlord)

Date



**Signed by Seth Anthony Failla**

Thu Apr 9 2026 10:22:45 AM EDT

Key: 051FE56D; IP Address: 23.38.164.81

Seth Anthony Failla (Tenant)

Date

| PET INFORMATION |                 |                            |                |
|-----------------|-----------------|----------------------------|----------------|
| NAME<br>Luther  | TYPE<br>dog     | BREED<br>Yorkshire Terrier | SEX<br>male    |
| AGE<br>5        | WEIGHT<br>4 lbs | COLOR<br>Black/Brown       | LICENSE NUMBER |



Initials:



RESIDENTIAL BUILDING SMOKING POLICY

New York City law (**Local Law 147 of 2017**) requires an apartment building owner of three or more apartments to establish a smoking policy and to provide a copy of the policy to all occupants of the building.

Policy on Smoking:

Smoking is not allowed in the locations checked below (check all boxes that apply). Even if no boxes are checked, New York City law bans smoking tobacco or non-tobacco products and using e-cigarettes in indoor common areas (including, but not limited to, lobbies, hallways, stairwells, mailrooms, fitness areas, storage areas, garages and laundry rooms).

- ☒ Inside of apartments\*
- ☒ Outside of areas that are part of apartments, including balconies, patios and porches
- ☒ Outdoor common areas, including play areas, rooftops, pool areas, parking areas, and shared balconies, courtyards, patios, porches or yards
- ☒ Outdoors within 15 feet of entrances, exits, windows, and air intake units on property grounds
- ☐ Other areas/exceptions: \_\_\_\_\_

Sincerely,

THE STRAND



**Signed by Devri Elise Failla**  
Thu Apr 9 2026 06:06:27 AM EDT  
Key: 735CB1BD; IP Address: 23.38.164.82

Devri Elise Failla (Tenant)

Date

(Landlord)

Date



**Signed by Seth Anthony Failla**  
Thu Apr 9 2026 10:24:07 AM EDT  
Key: 051FE56D; IP Address: 23.38.164.82

Seth Anthony Failla (Tenant)

Date

\* An existing tenant of a rent-stabilized and rent-controlled apartment may be exempt from a policy restricting smoking inside their apartment unless the tenant consents to the policy in writing. This policy also may not apply during the lease term of an unregulated tenant.

## THE REAL ESTATE BOARD OF NEW YORK, INC. SPRINKLER DISCLOSURE LEASE RIDER

Pursuant to the New York State Real Property Law, Article 7, Section 231-a, effective December 3, 2014 all residential leases must contain a conspicuous notice as to the existence or non-existence of a Sprinkler System in the Leased Premises.

Name of tenant(s): Devri Elise Failla and Seth Anthony Failla  
 Lease Premises Address: 176 Woodward Ave, Ridgewood, NY 11385  
 Apartment Number: 119 (the "Leased Premises")  
 Date of Lease: May 1, 2026

### CHECK ONE:

1. ☐ There is **NO** Maintained and Operative Sprinkler System in the Leased Premises.
2. ☒ There is a Maintained and Operative Sprinkler System in the Leased Premises.

A. The last date on which the Sprinkler System was maintained and inspected was on \_\_\_\_\_.

A "Sprinkler System" is a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread (Executive Law of New York, Article 6-C, Section 155-a(5)).

### Acknowledgment & Signatures:

I, the Tenant, have read the disclosure set forth above. I understand that this notice, as to the existence or non-existence of a Sprinkler System is being provided to me to help me make an informed decision about the Leased Premises in accordance with New York State Real Property Law Article 7, Section 231-a.



**Signed by Devri Elise Failla**

Thu Apr 9 2026 06:06:47 AM EDT

Key: 735CB1BD; IP Address: 23.38.164.82

Devri Elise Failla (Tenant)

Date



**Signed by Seth Anthony Failla**

Thu Apr 9 2026 10:24:19 AM EDT

Key: 051FE56D; IP Address: 23.47.58.140

Seth Anthony Failla (Tenant)

Date

**THE STRAND**

\_\_\_\_\_  
(Landlord)

Date



Initials:



**D.F.**

735CB1BD



**S.F.**

051FE56D

TEMPORARY RENT CONCESSION RIDER

This Rider is made as of April 7, 2026 between THE STRAND ("Owner") and Devri Elise Failla and Seth Anthony Failla("Tenant") and modifies and supplements the terms of that certain Lease Agreement for Apartment 119 at 176 Woodward Ave, Ridgewood, NY 11385, between Owner and Tenant and any riders annexed thereto, dated May 1, 2026 (collectively, the "Lease.")

1. Temporary Rent Concession

Provided that Tenant is current in his/her rent, Tenant will not be responsible to pay the monthly rent stated in Paragraph 3 of the Lease Agreement only for the period beginning 5/1/2027 and ending on 6/30/2027. Monthly rent in an amount equal to the amount recorded in paragraph 3 of the Lease shall be otherwise due. Tenant agrees and understands that this is not a preferential rent and is limited to the specific months recorded herein. Tenant further agrees and understands that if Tenant defaults in the payment of rent to the Owner pursuant to the terms and conditions of the Lease, that the Owner may seek collection of all unpaid rent, including the "free rent" memorialized herein.

2. Full Force & Effect

Except as set forth in this Rider, all of the terms and conditions of the Lease Agreement remain unchanged and in full force and effect.

3. Counterparts

This Rider may be executed in any number of counterparts with the same effect as if all of the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

THE STRAND

 **Signed by Devri Elise Failla**  
Thu Apr 9 2026 06:07:17 AM EDT  
Key: 735CB1BD; IP Address: 23.47.58.142

Devri Elise Failla (Tenant) Date (Landlord) Date

 **Signed by Seth Anthony Failla**  
Thu Apr 9 2026 10:24:29 AM EDT  
Key: 051FE56D; IP Address: 23.38.164.81

Seth Anthony Failla (Tenant) Date



## **WINDOW GUARDS REQUIRED**

### **LEASE NOTICE TO TENANT**

**THE CITY OF NEW YORK**  
**DEPARTMENT OF HEALTH**  
**AND MENTAL HYGIENE**

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

*Your Landlord is required by law* to install window guards in your apartment:

- If a child 10 years or younger lives in your apartment.
- OR If you ask him/her to install window guards at any time (you need not give a reason).

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

#### **CHECK WHICHEVER APPLY:**

- ☐ CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☐ NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☐ I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

**Apartment Address: 176 Woodward Ave #119, Ridgewood, NY 11385**



**Signed by Devri Elise Failla**

Thu Apr 9 2026 06:07:42 AM EDT

Key: 735CB1BD; IP Address: 23.38.164.82

Devri Elise Failla (Tenant)

Date



**Signed by Seth Anthony Failla**

Thu Apr 9 2026 10:24:52 AM EDT

Key: 051FE56D; IP Address: 23.38.164.81

Seth Anthony Failla (Tenant)

Date

**RETURN THIS FORM TO:**

**THE STRAND**

**176 WOODWARD AVE**

**Ridgewood, NY 11385-1104**

**FOR FURTHER INFORMATION CALL:**

**Window Falls Prevention Program (212) 676-2162**



Initials:

**D.F.**

735CB1BD

**S.F.**

051FE56D