

CONTACT INFORMATION:

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

You should read this Lease and all of its attached parts carefully. If you have any questions, or if you do not understand any words or statements, get clarification. Once you and Owner sign this Lease You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner have been written into this Lease. You understand that any agreements made before or after this Lease was signed and not written into it will not be enforceable.

THIS LEASE is made on May 6 2025 between
Owner, 421E12 Holdings LLC

whose address is c/o City Urban Realty, 99 Madison Avenue, Suite 606, New York, NY, 10016

and You, the Tenant, Eden Jurick & Julia Kushell

whose address is 421 East 12th Street #1 New York, NY 10009

1. APARTMENT AND USE

 Owner agrees to lease to You Apartment 1 on the 2nd floor in the building at 421 East 12th Street Borough of Manhattan, City and State of New York.

You shall use the Apartment for living purposes only. The Apartment may be occupied by the tenant or tenants named above and by the immediate family of the tenant or tenants and by occupants as defined in and only in accordance with Real Property Law § 235-f.

2. LENGTH OF LEASE

 The term (that means the length) of this Lease is 1 years, 1 months
8 days, beginning on May 23, 2025

and ending on June 30, 2026. If You do not do everything You agree to do in this Lease, Owner may have the right to end it before the above date. If Owner does not do everything that owner agrees to do in this Lease, You may have the right to end the Lease before ending date.

3. RENT

 Your monthly rent for the Apartment is \$ 5,350.00
Five Thousand Three Hundred Fifty Dollars

You must pay Owner the rent, in advance, on the first day of each month either at Owner's office or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Lease if the lease begins on the first day of the month. If the Lease begins after the first day of the month, You must pay when you sign this lease (1) the part of the rent from the beginning date of this Lease until the last day of the month and (2) the full rent for the next full calendar month. If this Lease is a Renewal Lease, the rent for the first month of this Lease need not be paid until the first day of the month when the renewal term begins.

4. SECURITY DEPOSIT

 You are required to give Owner the sum of \$ 5,350.00 when You Sign this Lease as a security deposit, which is called in law a trust. Owner will deposit this security in Northeast Bank

bank at 35 Canal St. #500, Lewiston, ME 04240. If the Building contains six or more apartments, the bank account will earn interest. If You carry out all of your agreements in this Lease, at the end of each calendar year Owner or the bank will pay to Owner 1% interest on the deposit for administrative costs and to You all other interest earned on the security deposit.

If You carry out all of your agreements in this Lease and if You move out of the Apartment and return it to Owner in the same condition it was in when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty, Owner will return to You the full amount of your security deposit and interest to which You are entitled within 60 days after this Lease ends. However, if You do not carry out all your agreements in this Lease, Owner may keep all or part of your security deposit and any interest which has not yet been paid to You necessary to pay Owner for any losses incurred, including missed payments.

If Owner sells or leases the building, Owner will turn over your security, with interest, either to You or to the person buying or leasing (lessee) the building within 5 days after the sale or lease. Owner will then notify You, by registered or certified mail, 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 You for the security deposit. The new owner or lessee will become responsible to You for the security deposit.

 Space to be filled in.

EJ JK

5. IF YOU ARE UNABLE TO MOVE IN

A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Lease. If this happens for reasons beyond Owner's reasonable control, Owner will not be responsible for Your damages or expenses, and this Lease will remain in effect. However, in such case, this Lease will start on the date when You can move in, and the ending date in Article 2 will be changed to a date reflecting the full term of years set forth in Article 2. You will not have to pay rent until the move-in date Owner gives You by written notice, or the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Lease as stated in Article 2, You may tell Owner in writing, that Owner has 15 additional days to let You move in, or else the Lease will end. If Owner does not allow You to move in within those additional 15 days, then the Lease is ended. Any money paid by You on account of this Lease will then be refunded promptly by Owner.

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 in the form it may have from time to time during this Lease. Nothing in this Lease can be interpreted to mean that You have given up any of your rights under that law. Under that law, Owner agrees that the Apartment and the Building are fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.

B. You will do nothing to interfere or make more difficult Owner's efforts to provide You and all other occupants of the Building with the required facilities and services. Any condition caused by your misconduct or the misconduct of anyone under your direction or control shall not be a breach by Owner.

8. CARE OF YOUR APARTMENT-END OF LEASE-MOVING OUT

A. You 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. You 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 You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty.

B. When this Lease ends, You must remove all of your movable property. You must also remove at your own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment You may have installed in the Apartment, even if it was done with Owner's consent. You must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. You have not moved out until all persons, furniture and other property of yours is also out of the Apartment. If your property remains in the Apartment after the Lease ends, Owner may either treat You as still in occupancy and charge You for use, or may consider that You have given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at your expense. You agree 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.

9. CHANGES AND ALTERATIONS TO APARTMENT

You cannot build in, add to, change or alter, the Apartment in any way, including wallpapering, painting, repainting, or other decorating, without getting Owner's written consent before You do anything. Without Owner's prior written consent, You 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, You cannot place in the Apartment water-filled furniture.

10. YOUR DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND LEASE RULES

A. **Government Laws and Orders.** You will obey and comply (1) with all present and future city, state and federal laws and regulations, which affect the Building or the Apartment, and (2) with all orders and regulations of Insurance Rating Organizations which affect the Apartment and the Building. You will not allow any windows in the Apartment to be cleaned from the outside, unless the equipment and safety devices required by law are used.

B. **Owner's Rules Affecting You.** You will obey all Owner's rules listed in this Lease and all future reasonable rules of Owner or Owner's agent. Notice of all additional rules shall be delivered to You in writing or posted in the lobby or other public place in the building. Owner shall not be responsible to You for not enforcing any rules, regulations or provisions of another tenant's lease except to the extent required by law.

C. **Your Responsibility.** You are responsible for the behavior of yourself, of your immediate family, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because You, members of your immediate family, servants or people visiting You have not obeyed government laws and orders or the agreements or rules of this Lease.

11. OBJECTIONABLE CONDUCT

As a tenant in the Building, You will not 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 by You gives Owner the right to end this Lease.

12. SERVICES AND FACILITIES

A. **Required Services.** Owner will provide cold and hot water and heat as required by law, repairs to the Apartment as required by law, elevator service if the Building has elevator equipment, and the utilities, if any, included in the rent, as set forth in sub-paragraph B. You are 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 Water and Sewer

 C. **Electricity and Other Utilities.** If Owner provides electricity or gas and the charges is included in the rent on Page 1, or if You buy electricity or gas from Owner for a separate (submetered) charge, your obligations are described in the Rider attached to this Lease. If electricity or gas is not included in the rent or is not charged separately by Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service if it is not included in the rent.

D. **Appliances.** Appliances supplied by Owner in the Apartment are for your use. They will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of your negligence or misuse, You will pay Owner for the cost of such repair or replacement as additional rent.

E. **Elevator Service.** If the elevator is the kind that requires an employee of Owner to operate it, Owner may end this service without reducing the rent if: (1) Owner gives You 10 days notice that this service will end; and (2) within a reasonable time

 Space to be filled in.

 Rider to be added, if necessary.

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after the end of this year 10-day notice, Owner begins to substitute an automatic control type of elevator and proceeds diligently with its installation.

F. Storeroom Use. If Owner permits You to use any storeroom, laundry or any other facility located in the building but outside of the Apartment, the use of this storeroom or facility will be furnished to You free of charge and at your own risk, except for loss suffered by You due to Owner's negligence. You will operate at your expense any coin operated appliances located in such storeroom or laundries.

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 You 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 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; to inspect the Apartment and to make any necessary repairs or changes Owner decides are necessary. Your rent will not be reduced because of any of this work, unless required by Law.

(B) To show the Apartment to persons who may wish to become owners or lessees of the entire Building or may be interested in lending money to Owner;

(C) For four months before the end of the Lease, to show the Apartment to persons who wish to rent it;

(D) If during the last month of the Lease You have moved out and removed all or almost all of your property from the Apartment, Owner may enter to make changes, repairs, or redecorations. Your rent will not be reduced for that month and this Lease will not be ended by Owner's entry.

(E) If at any time You are not personally present to permit Owner or Owner's representative to enter the Apartment and entry is necessary or allowed by law or under this lease, Owner or Owner's representatives may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, Owner or Owner's representative is negligent or misuses your property.

15. ASSIGNING; SUBLETTING; ABANDONMENT

(a) **Assigning and Subletting.** You cannot assign this Lease or sublet the Apartment without Owner's advance written consent in each instance to a request made by You in the manner required by Real Property Law § 226-b. Owner may refuse to consent to a lease assignment for any reason or no reason, but if Owner unreasonably refuses to consent to request for a Lease assignment properly made, at your request in writing, Owner will end this Lease effective as of thirty days after your request. The first and every other time you wish to sublet the Apartment, You must get the written consent of Owner unless Owner unreasonably withholds consent following your request to sublet in the manner provided by Real Property Law § 226-b. Owner may impose a reasonable credit check fee on You in connection with an application to assign or sublet. If You fail to pay your rent Owner may collect rent from subtenant or occupant without releasing You from the Lease. Owner will credit the amount collected against the rent due from You. However, Owner's acceptance of such rent does not change the status of the subtenant or occupant to that of direct tenant of Owner and does not release You from this Lease.

(b) **Abandonment.** If You move out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended (except as provided by law following Owner's unreasonable refusal to consent to an assignment or subletting requested by You.) You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease. In case of abandonment, your responsibility for rent will end only if Owner chooses to end this Lease for default as provided in Article 16.

16. DEFAULT

(1) You default under the Lease if You act in any of the following ways:

(a) You fail to carry out any agreement or provision of this Lease;

(b) You or another occupant of the Apartment behaves in an objectionable manner;

(c) You do not take possession or move into the Apartment 15 days after the beginning of this Lease;

(d) You and other legal occupants of the Apartment move out permanently before this Lease ends;

If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within 10 days. You must then either stop or correct the default within 10 days, or, if You need more than 10 days, You must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible.

(2) If You do not stop or begin to correct a default within 10 days, Owner may give You a second written notice that this Lease will end six days after the date the second written notice is sent to You. At the end of the 6-day period, this Lease will end and You then must move out of the Apartment. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of this Lease, the value of your occupancy, if any, after the Lease ends, and damages caused to Owner after that time as stated in Article 18.

(3) If You do not pay your rent when this Lease requires after a personal demand for rent has been made, or within three days after a statutory written demand for rent has been made, or if the Lease ends, Owner may do the following: (a) enter the apartment and retake possession of it if You have moved out or (b) go to court and ask that You and all other occupants in the Apartment be compelled to move out.

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

17. REMEDIES OF OWNER AND YOUR LIABILITY

If this Lease is ended by Owner because of your default, the following are the rights and obligations of You and Owner.

(a) You must pay your rent until this Lease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.

(b) Once You are 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.

(c) Whether the Apartment is re-rented or not, You must pay to Owner as damages:

(1) the difference between the rent in this Lease and the amount, if any, of the rents collected in any later lease or leases of the Apartment for what would have been the remaining period of this Lease; and

(2) Owner's expenses for advertisements, broker's fees and the cost of putting the Apartment in good condition for re-rental; and

*** (3) Owner's expenses for attorney's fees.

(d) You shall pay all damages due in monthly installments on the rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action.

***This may be deleted.

EJ JK

If the rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

18. ADDITIONAL OWNER REMEDIES

If You do not do everything You have agreed to do, or if You do anything which shows that You intend not to do what You have agreed to do, Owner has the right to ask a Court to make You carry out your agreement 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. Owner's Right. You must reimburse Owner for any of the following fees and expenses incurred by Owner:

- (1) Making any repairs to the Apartment or the Building which result from misuse or negligence by You or persons who live with You, visit You, or work for You;
- (2) Repairing or replacing property damaged by Your misuse or negligence;
- (3) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organizations concerning the Apartment or the Building which You or persons who live with You, visit You, or work for You have caused;
- (4) Preparing the Apartment for the next tenant if You move out of your Apartment before the Lease ending date;
- *** (5) Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of a Lease default by You or for defending lawsuits brought against Owner because of your actions;
- (6) Removing all of your property after this Lease is ended;
- (7) All other fees and expenses incurred by Owner because of your failure to obey any other provisions and agreements of this Lease;

These fees and expenses shall be paid by You to Owner as additional rent within 30 days after You receive Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.

B. Tenant's Right. Owner agrees that unless sub-paragraph 5 of this Article 19 has been stricken out of this Lease You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law, section 234.

20. PROPERTY LOSS, DAMAGES OR INCONVENIENCE

Unless caused by the negligence or misconduct of Owner or Owner's agents or employees, Owner or Owner's agents and employees are not responsible to You for any of the following (1) any loss of or damage to You or your property in the Apartment or the Building due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Building; (2) any loss of or damage to your property delivered to any employee of the Building (i.e., doorman, superintendent, etc.); or (3) any damage or inconvenience caused to You by actions, negligence or violations of a Lease by any other tenant or person in the Building except to the extent required by law.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or in 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. Also, Owner will not be liable to You 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 You to cancel the Lease.

21. FIRE OR CASUALTY

A. 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 C below or by You under D below. But the rent will be reduced immediately. This reduction will be based upon the part of the Apartment which is unusable.

B. Owner will repair and restore the Apartment, unless Owner decides to take actions described in paragraph C below.

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 You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is usable when Owner gives You such notice, this Lease will end 60 days from the last day of the calendar month in which You were given the notice.

D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, You may give Owner written notice that You end the Lease. If You give that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will refund your security deposit and the pro-rata portion of rents paid for the month in which the casualty happened.

E. Unless prohibited by the applicable insurance policies, to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or anyone claiming through or under each applicable policy by way of subrogation.

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 and You shall have no claim against Owner for any damage resulting; You also agree that by signing this Lease, You assign to Owner any claim against the Government or Government agency for the value of the unexpired portion of this Lease.

23. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS

All leases and mortgages of the Building or of the land on which the Building is located, now in effect or made after this Lease is signed, come ahead of this Lease. In other words, this Lease is "subject and subordinate to" any existing or future lease or mortgage on the Building or land, including any renewals, consolidations, modifications and replacements of these leases or mortgages. If certain provisions of any of these leases or mortgages come into effect, the holder of such lease or mortgage can end this lease. If this happens, You agree that You have no claim against Owner or such lease or mortgage holder. If Owner requests, You will sign promptly an acknowledgment of the "subordination" in the form that Owner requires.

You also agree to sign (if accurate) a written acknowledgment 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 you have no present claim against Owner.

24. TENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT

If You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Lease, your tenancy cannot be cut off before the ending date, except as provided for in Article 21, 22, and 23.

25. BILLS AND NOTICE

A. Notices to You. Any notice from Owner or Owner's agent or attorney will be considered properly given to You if it (1) is in writing; (2) is signed by or in the name of Owner or Owner's agent; and (3) is addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment. The date of service of any written notice by Owner to you under this agreement is the date of delivery or mailing of such notice.

***This may be deleted.

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B. **Notices to Owner.** If You wish to give a notice to Owner, you must write it and deliver it or send it by registered or certified mail to Owner at the address noted on page 1 of this Lease or at another address of which Owner or Agent has given You written notice.

26. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

A. Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Lease, the relationship of You and Owner as Tenant and Landlord or your 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 You which asks that You be compelled to move out, You cannot make a counterclaim unless You are 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 your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Lease, the failure of Owner to take action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if You again do not do what You have agreed to do.

B. Only a written agreement between You and Owner can waive any violation of this Lease.

C. If You pay and Owner accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or a part of the earliest rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the rent due.

D. Any agreement to end this Lease and also to end the rights and obligations of You and Owner must be in writing, signed by You and Owner or Owner's agent. Even if You give keys to the Apartment and they are accepted by any employee, or agent, or Owner, this Lease is not ended.

28. CONDITION OF THE APARTMENT

When You signed this Lease, You did not rely on anything said by Owner, Owner's agent or superintendent about the physical condition of the Apartment, the Building or the land on which it is built. You did not rely on any promises as to what would be done, unless what was said or promised is written in this Lease and signed by both You and Owner or found in Owner's floor plans or brochure shown to You before You signed the Lease. Before signing this Lease, You have inspected the apartment and You accept it in its present condition "as is," except for any condition which You could not reasonably have seen during your inspection. You agree that Owner has not promised to do any work in the Apartment except as specified in attached "Work" rider.

29. DEFINITIONS

A. Owner: The term "Owner" means the person or organization receiving or entitled to receive rent from You for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" includes the owner of the land or Building, a lessor, or sublessor of the land or Building and a mortgagee in possession. It does not include a former owner, even if the former owner signed this Lease.

B. You: The Term "You" means the person or persons signing this Lease as Tenant and the successors and assigns of the signer. This Lease has established a tenant-landlord relationship between You and Owner.

30. SUCCESSOR INTERESTS

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

Owners Rules - a part of this lease - see page 6

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

Witnesses

Michael Alrandi

[L.S.]

Owner's Signature

Eden Jurick

[L.S.]

Tenant's SignatureEden Jurick

Julia Kushell

[L.S.]

Tenant's Signature Julia Kushell

GUARANTY

The undersigned Guarantor guarantees to Owner the strict performance of and observance by Tenant of all the agreements, provisions and rules in the attached Lease. Guarantor agrees to waive all notices when Tenant is not paying rent or not observing and complying with all of the provisions of the attached Lease. Guarantor agrees to be equally liable with Tenant so that Owner may sue Guarantor directly without first suing Tenant. The Guarantor further agrees that his guaranty shall remain in full effect even if the Lease is renewed, changed or extended in any way and even if Owner has to make a claim against Guarantor. Owner and Guarantor agree to waive trial by jury in any action, proceeding or counterclaim brought against the other on any matters concerning the attached Lease or the Guaranty.

Dated, New York City _____

Witness

Guarantor

Address

EJ JK

Apartment 1

Premises 421 East 12th Street

Tenant Eden Jurick & Julia Kushell

Expires June 30, 2026



STANDARD FORM OF APARTMENT

Lease

The Real Estate Board of New York, Inc.



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ATTACHED RULES WHICH ARE A PART OF THE LEASE
AS PROVIDED BY ARTICLE 10

Public Access Ways

1. (a) Tenants shall not block or leave anything in or on fire escapes, the sidewalks, entrances, driveways, elevators, stairways, or halls. Public access ways shall be used only for entering and leaving the Apartment and the Building. Only those elevators and passageways designated by Owner can be used for deliveries.

(b) Baby carriages, bicycles or other property of Tenants shall not be allowed to stand in the halls, passageways, public areas or courts of the Building.

Bathroom and Plumbing Fixtures

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

Refuse

3. Carpets, rugs or other articles shall not be hung or shaken out of any window of the Building. Tenants shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators or elevator shafts. Tenants shall not place any articles outside of the Apartments or outside of the building except in safe containers and only at places chosen by Owner.

Elevators

4. All non-automatic passenger and service elevators shall be operated only by employees of Owner and must not in any event be interfered with by Tenants. The service elevators, if any, shall be used by servants, messengers and trades people for entering and leaving, and the passenger elevators, if any, shall not be used by them for any purpose. Nurses with children, however, may use the passenger elevators.

Laundry

5. Laundry and drying apparatus, if any, shall be used by Tenants in the manner and at the times that the superintendent or other representative of Owner may direct. Tenants shall not dry or air clothes on the roof.

Keys and Locks

6. Owner may retain a pass key to the apartment. Tenants may install on the entrance of the Apartment an additional lock of not more than three inches in circumference. Tenants may also install a lock on any window but only in the manner provided by law. Immediately upon making any installation of either type, Tenants shall notify Owner or Owner's agent and shall give Owner or Owner's agent a duplicate key. If changes are made to the locks or mechanism installed by Tenants, Tenants must deliver keys to Owner. At the end of this Lease, Tenants must return to Owner all keys either furnished or otherwise obtained. If Tenants lose or fail to return any keys which were furnished to them, Tenants shall pay to Owner the cost of replacing them.

Noise

7. Tenants, their families, guests, employees, or visitors shall not make or permit any disturbing noises in the Apartment or Building or permit anything to be done that will interfere with the rights, comforts or convenience of other tenants. Also, Tenants shall not play a musical instrument or operate or allow to be operated a phonograph, CD player, radio or television set so as to disturb or annoy any other occupant of the Building.

No Projections

8. An aerial may not be erected on the roof or outside wall of the Building without the written consent of Owner. Also, awnings or other projections shall not be attached to the outside walls of the Building or to any balcony or terrace.

No Pets

9. Dogs or animals of any kind shall not be kept or harbored in the Apartment, unless in each instance it be expressly permitted in writing by Owner. This consent, if given, can be taken back by Owner at any time for good cause on reasonably given notice. Unless carried or on a leash, a dog shall not be permitted on any passenger elevator or in any public portion of the building. Also, dogs are not permitted on any grass or garden plot under any condition. BECAUSE OF THE HEALTH HAZARD AND POSSIBLE DISTURBANCE OF OTHER TENANTS WHICH ARISE FROM THE UNCONTROLLED PRESENCE OF ANIMALS, ESPECIALLY DOGS, IN THE BUILDING, THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH TENANT IS A MATERIAL REQUIREMENT OF EACH LEASE. TENANTS' FAILURE TO OBEY THIS RULE SHALL BE CONSIDERED A SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION BY TENANT UNDER THIS LEASE. OWNER MAY ELECT TO END THIS LEASE BASED UPON THIS VIOLATION.

Moving

10. Tenants can use the elevator to move furniture and possessions only on designated days and hours. Owner shall not be liable for any costs, expenses or damages incurred by Tenants in moving because of delays caused by the unavailability of the elevator.

Floors

11. Apartment floors shall be covered with rugs or carpeting of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms and hallways. The tacking strip for wall-to-wall carpeting will be glued, not nailed to the floor.

Window Guards

12. IT IS A VIOLATION OF LAW TO REFUSE, INTERFERE WITH INSTALLATION, OR REMOVE WINDOW GUARDS WHERE REQUIRED. (SEE ATTACHED WINDOW GUARD RIDER)

EJ JK

**RIDER ANNEXED TO AND FORMING PART OF
LEASE DATED May 6, 2025 MADE BY
421E12 Holdings LLC, AS OWNER,
AND Eden Jurick & Julia Kushell AS TENANT(S),
PERTAINING TO APARTMENT # 1 AT
421 East 12th Street, New York, NY 10009**

No Smoking/Smoke-Free Building. Tenant acknowledges and agrees that Owner has adopted a smoke free living policy for the building in an effort to designate the building as smoke free. Tenant covenants and agrees that Tenant shall not smoke or allow smoking, or permit Tenant's household members, relatives, guests, employees or servicepersons to smoke in any area of the building, including within Tenants apartment, any other apartment(s) in the building, and/or in common areas of the building, whether enclosed or outdoors, including, but not limited to, within 15 feet of the Building's entrance and/or adjoining grounds, and/or on or within 15 feet of any balcony or terrace of any apartment ("Common Areas"). The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cigarette, e-cigar, e-pipe, in any form. Smoking also means inhaling, exhaling, and breathing any object, lighted or otherwise, aimed at delivering any substance, including but not limited to nicotine, cannabis, cannabis derived products, cannabinoids, in any manner or in any form.

Effect of Breach/Right to Terminate Lease. Tenant acknowledges and understands that smoking by Tenant and/or Tenant's household members, relatives, guests, employees or servicepersons within Tenant's apartment and/or any other apartment(s) in the building and/or in Common Areas is a breach of a material obligation of the Lease which may entitle the Landlord to commence a summary proceeding or other litigation to terminate the Lease and/or evict the Tenant from the Apartment. In addition, Tenant's covenants contained in this Rider shall be enforceable in a court of competent jurisdiction by a decree of specific performance and/or by appropriate injunctive relief, all in accordance with applicable law. Further, Tenant agrees that the other tenants in the building are third-party beneficiaries of Tenants smoke free Rider with Owner and that any dispute or lawsuit between tenants in the building against one another shall not create a presumption that the Owner or managing agent or building employees or other agents breached any term or condition of this Rider. Tenant agrees to indemnify and hold Landlord harmless from and against any and all loss and/or damage which Landlord may incur as a result of the breach by Tenant of any of the foregoing restrictions, including, without limitation, any withholding of rent by other tenants of the building, and reasonable attorneys' fees and disbursements incurred by Landlord in connection with any litigation, mediation and/or negotiations with Tenant or any other tenants of the building due to Tenant's breach of any term or condition contained in this Rider. Any and all of Tenant's monetary obligations to Landlord resulting from Tenant's agreement to indemnify and hold Landlord harmless shall be collectible as additional rent.

Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations. Tenant shall inform Tenant's household members, relatives, guests, employees or servicepersons of the no-smoking policy. Tenant shall promptly give Landlord a written statement of any incident where smoke from tobacco products or other lighted products/substances is migrating into Tenant's Apartment from outside of the Apartment and, to the best of Tenants' knowledge, the source or location of such smoke. The failure by Landlord to respond to a complaint by Tenant regarding smoke shall not be construed as a breach of the warranty of habitability, or the covenant of quiet enjoyment, nor shall it be deemed to be a constructive eviction of the Tenant.

Landlord Not a Guarantor of Smoke-Free Environment. Tenant acknowledges that Landlord's adoption of a smoke-free initiative for the building and the efforts to convert the building over time to a smoke-free environment does not make the Landlord, or any of its managing agents and/or employees, guarantor(s) of Tenant's health and/or of the smoke-free condition of the Apartment and/or the building. However, Landlord shall take reasonable steps to enforce the smoke-free terms of its leases. Landlord is not required to take steps in response to smoke from smoking and/or smoking unless and/or until Landlord is put on actual notice of the presence of smoke from smoking and/or smoking, based upon personal knowledge and/or written notice by a tenant.

Disclaimer by Landlord. Tenant acknowledges that Landlord's adoption of a smoke-free initiative/policy for the building does not, in any way, change or increase the standard of care that the Landlord and/or the managing agent has, may have or would have to Tenant or to Tenant's household members, relatives, guests, employees or servicepersons to render the building and the subject premises designated as smoke-free any safer, more habitable, or improved in terms of air quality standards than any other rental premises. Landlord specifically disclaims any implied or express warranties that the building, Common Areas and/or the Apartment will have any higher or improved air quality standards than any other rental property. Landlord cannot and does not warranty or promise that the Apartment or Common Areas will be free from smoke and/or secondhand smoke. Tenant acknowledges that Landlord's ability to police, monitor, or enforce the agreements in this Rider is dependent, in significant part, on voluntary compliance by Tenant and Tenant's household members, relatives, guests. Tenants with respiratory ailments, allergies, and/or any other physical or mental conditions relating to smoke/smoking are put on notice that Landlord does not assume any higher duty of care to enforce this Rider than any other landlord obligation under the Lease.

Existing Tenants. Tenant is hereby advised that all new tenants moving into the building are obligated not to smoke in their apartment(s) and/or in Common Areas. New tenant(s) acknowledge(s) that existing tenants residing in the building under an existing lease may not currently be required to comply with this smoke free rider and will not be required to do so until such time that the existing tenant renews his/her lease, and then, only if Landlord is legally permitted to include such a Rider to the existing tenant's renewal lease.

Waiver. The failure or omission by Landlord to enforce, for any period of time, any provision of this Rider shall not be deemed or construed as a waiver of that provision or any other provision of this Rider, shall not constitute an agreement, express or otherwise, to modify, change or alter the terms of this Rider, and/or shall not constitute a waiver by or estoppel against Landlord to insist upon full and complete performance of the terms and conditions of this Rider, as written.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed and acknowledged as of the day and year first above written.

BY:

Michael Albrand

_____, Owner

Eden Jurick

_____, Tenant

By: **Eden Jurick**

Julia Kushell

_____, Tenant

By: **Julia Kushell**

RIDER

Additional Articles not provided for in the Standard Form of Lease of Apartment but forming a part hereof for the Lease dated May 6, 2025, by and between 421E12 Holdings LLC, as Owner and Eden Jurick & Julia Kushell as Tenant for Apartment 1 at 421 East 12th Street New York, NY 10009 stating that:

1. No Rent Regulation. Tenant and Owner acknowledge that both, the Tenant and the Owner in entering into this lease, expressly relied on the fact that this lease, Tenant's tenancy, and the apartment itself are not registered or subject to or intended to be subject to "Rent Stabilization" under the administrative code of the City of New York or any federal, state or New York City statute, code, rule or regulation governing rents and tenancies. Accordingly, Tenant has no right to have this lease renewed and a renewal lease, if agreed upon by the Tenant and the Owner, can be at any rent agreed upon without limitation. Tenant hereby waives any claim, defense or action that this lease, the Tenant's tenancy and/or the apartment are subject to any form of governmental supervision or regulation.

2. Tenant Holdover. (a) Tenant acknowledges that possession of the demised premises must be surrendered to Owner on the expiration or earlier termination of this Lease. Tenant agrees to indemnify and save Owner harmless from and against all claims, losses, damages (including, without limitation, consequential damages), liabilities, cost and expenses (including, without limitation, reasonable attorneys' fees and disbursements (whether or not litigation has commenced) attributable to delay by Tenant in so surrendering the demised premises. Such indemnified matters shall be payable by Tenant on Owner's demand thereof. The provisions of this paragraph 2 shall survive the termination of the Lease.
 (b) If Tenant shall default in surrendering the demised premises upon the expiration or earlier termination of the Term of this Lease, the following shall occur:
 - (i) Tenancy-at-Will. Owner, in Owner's sole discretion, may elect to treat Tenant's occupancy beyond the tenancy on this Lease as a revocable license extended by Owner to Tenant to use the demised premises. Tenant's occupancy subsequent to such expiration or termination, whether or not with the consent or acquiescence of Owner, shall be deemed to be that of a tenancy-at-will and in no event from month to month or from year to year, and it shall be subject to all terms, covenants and conditions of this Lease applicable thereto, including without limitation, those set forth in this holdover provision. In the event that Tenant defaults or remains in possession of the Premises or any part thereof after the expiration of the tenancy-at-will created hereby, then Tenant's occupancy shall be deemed a tenancy-at-sufferance and not a tenancy-at-will.
 - (ii) Fixed Annual Rent Increase. During any period in which Tenant holds over the Fixed Annual Rent shall be two times the monthly amount payable during the last month of the expired lease.
 - (iii) Additional Rent. During the period in which Tenant holds over, Tenant shall pay, in addition to the increased Fixed Annual Rent as set forth above in subparagraph (ii) hereof, all Additional Rent as set forth in this Lease, except that any provisions that limit the amount or defer the payment of such Additional Rent shall be null and void.
 - (iv) No Renewal. No option to extend or renew this Lease shall have been deemed to have occurred by Tenant's holdover. Any and all options to extend or renew set forth in this Lease shall be deemed terminated and shall be of no further effect as of the first date the Tenant holds over.
 - (v) Tenant liable for Damages. In addition to the payment of the increased Fixed Annual Rent as set forth above and all Additional Rent, Tenant shall be liable to Owner for all costs, losses, claims or liabilities (including, without limitation, reasonable attorney's fees) which Owner may incur as a result of Tenant's failure to surrender possession of the demised premises to Owner upon the expiration or earlier termination of this Lease.
 - (vi) Minimum Legal Fees. If Owner shall commence proceedings to dispossess Tenant by reason of Tenant's 'holdover after the expiration of the tenancy hereby created, then Tenant shall pay as Additional Rent, in addition to costs and disbursements, minimum legal fees of \$1,500.00 for each proceeding, so commenced.
 - (vii) No Owner consent. Nothing contained herein shall be construed to constitute Owner's consent to Tenant holding over at the expiration or earlier termination of this Lease term or to give Tenant the right to hold over after the expiration or earlier termination of the Lease term.
 - (viii) In the event the Tenant or his/her occupant remain in the apartment beyond the expiration date of the Lease, rent for the period shall accrue monthly with no provision for prorating the rent.

EG JK

3. Assigning, Subletting, Abandonment

(i) Assigning and Subletting. Tenant cannot assign this Lease or sublet the Apartment without the Owner's advance written consent, in each instance, to a request made by Tenant in the manner required by Real Property Law Section 226-b relating to subletting. The Owner may refuse to consent to a lease assignment for any reason or no reason, but if the Owner unreasonably refuses to consent to a request for a Lease assignment properly made, at Tenant's request in writing, this Lease will end effective as of thirty (30) days after the denial of Tenant's request and Tenant's liability, if any, pursuant to this contract shall then cease. The first and every other time Tenant wishes to sublet the Apartment, Tenant must obtain the written consent of the Owner unless the Owner unreasonably withholds consent following Tenant's request to sublet in the manner provided by Real Property Law section 226-b. The Owner may impose a reasonable credit check fee on Tenant in connection with an application to assign or sublet. If Tenant fails to pay Tenant's rent, the Owner may collect rent from Subtenant or occupant without releasing Tenant from the Lease. The Owner will credit the amount collected against the rent due from Tenant. However, the Owner's acceptance of such rent does not change the status of the Subtenant or occupant to that of direct Tenant of the Owner and does not release Tenant from this Lease.

- a. The Owner and Tenant agree that in the event that the Tenant requests permission to assign or sublet apartment the Owner will be entitled to a non-refundable fee of \$250.00 for reviewing the documents which the Tenant may be required to provide to the Owner pursuant to the statute or lease. More importantly, in the event that the Tenant makes such a request to sublet or assign and said request is accepted by the Owner, the Owner shall continue to collect rent from the Tenant (in case of a sublet) and not the sub-tenant in the case of a subletting or from the assignee for the remainder of the term of the lease and, additionally, the Tenant will be required to pay a five percent (5%) increase in the rent each month (beginning at the commencement date) over and above the current rent due to the Owner pursuant to the terms of the within lease.
- b. In the case of a requested and granted assignment of lease, the lease rent shall increase ten percent (10%) per month (beginning at the commencement date).

(ii) Abandonment. If Tenant moves out of the Apartment (abandonment) before the end of this Lease without the consent of the Owner, this Lease will not be ended (except as provided by law following the Owner's unreasonable refusal to consent to an assignment or subletting requested by Tenant). Tenant will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease. In case of abandonment, Tenant's liability for rent will end only if the Owner chooses to end this Lease for a negotiated consideration and releases Tenant in writing.

(iii) Tenant acknowledges and agrees that the Apartment may be occupied for permanent residence purposes only by the Tenant. By way of example, and without limitation to the foregoing, Tenant covenants, warrants and agrees that the Apartment shall not be occupied as a "bed and breakfast," rooming house, boarding house or as a dwelling occupied by transient boarders, roomers, or lodgers (airbnb, booking.com, VRBO, Homeaway, etc.). The Apartment shall at all times be occupied as a "Class A" multiple dwelling in full compliance with the Multiple Dwelling Law. Tenant acknowledges that Owner has entered into this Lease in reliance on Tenant's agreement to fully comply with the preceding paragraph and that Owner would not have otherwise entered into this Lease but-for the foregoing covenants from Tenant. Accordingly, Tenant acknowledges and agrees that Tenant's failure to comply with the terms of this provision shall be a default under and material breach of this Lease which is not curable under any circumstance, and that in the event Tenant breaches this provision, notwithstanding any other provision contained in this Lease, Owner may terminate this Lease upon service of a 15-day notice of termination upon Tenant and result in the forfeiture of Tenant's Security Deposit. At the expiration of the 15 day notice, this Lease shall cease and determine as though the date set in the afore-said notice were the date upon which the within Lease would naturally terminate. Tenant's liability pursuant to the Lease shall continue until the subject premises is re-rented for the same or a higher amount of rent per month. In the event that Owner is found in violation of and fined or levied any penalty by any governing authority as a result of Tenant's failure to comply with or default under this section or any

other section in this Lease then Tenant shall pay as Additional Rent, in addition to costs, fines, penalties and disbursements, all legal fees incurred by Owner associated with each and any proceeding.

4. No Smoking: Smoking shall include the carrying, combustion, inhaling, exhaling or breathing of any cigarette, e-cigarette, cigar, pipe tobacco, roll-your-own tobacco, other product containing any amount of tobacco, or other like substance, including, but not limited to, marijuana. No Tenant shall smoke in his/her unit or anywhere in or on the property. Tenant shall not allow his/her family members, occupants, invitees or guests to smoke in the Tenant's unit or anywhere on the property. Smoking shall be prohibited throughout the entire building and grounds, including but not limited to, inside all tenants' units, hallways, stairways, foyers, common rooms and facilities, decks, patios, exterior landings, front steps, entrance ways, roof tops, fire escapes, basements, storage areas, parking areas, driveways, walkways, lawns, gardens, adjoining grounds and building facilities. Tenant further acknowledges and agrees to the following:

- (i) that the implementation and/or enforcement of the no smoking rule shall not make the Owner a guarantor of Tenant's health;
- (ii) the implementation and/or enforcement of the no smoking rule shall not, in any way, change the warranty of habitability, the covenant of quiet enjoyment, or other duty of care owed to the Tenant;
- (iii) that Owner's ability to police, monitor, or enforce the no smoking rule is dependent in significant part on compliance by the Tenant.

Owner specifically disclaims any implied or express warranties that the building, common areas, or Tenant's premises will have any higher or improved air quality standards than any other rental property. Owner cannot and does not warranty or promise that the unit or common areas will be free from secondhand smoke during implementation and enforcement efforts by Owner or based on the migration of secondhand originating from areas located off of the property. Any violation of this provision shall constitute a default under this Lease and in addition and without limiting Owner's rights and remedies in consequence of such default, entitle Owner to assess a monetary fine against Tenant for each violation.

5. Late fees: It is agreed and understood by and between the Owner and Tenant herein that the payment of rent to the Owner when due, in the amount due and where same is to be paid to the Owner are of a unique and specific performance to the Owner. Thus, in the event that the Tenant's rent is paid later than the fifth (5th) day of any month in which rent and or additional rent is due hereunder then, and in that event, Tenant shall pay to the Owner, as additional rent with the next rental payment due hereunder or, if this lease is terminated or the lease naturally terminates, within thirty (30) days after same has been billed, a late charge equal to five (5%) percent of the amount then past due.
6. For any non-payment of rent or additional rent payments under this Lease through no faults of the Owner, the Tenant agrees to pay all legal fees and expenses when litigation for collection of rent payment become necessary.
7. In the event that any unforeseen circumstances arise, Owner reserves the right to delay the commencement date of the Lease. In such event, Tenant will be reimbursed on a pro-rata basis for each day that the Lease is deferred.
8. Owner is not responsible to Tenant for Tenant(s) personal property in any event. Tenant understands that it is his/her/their responsibility to obtain apartment insurance for his/her/their own personal property. Tenant shall provide his/her/their own insurance for any theft or damage within the Apartment.
9. Tenant shall bear the cost of, and pay for, heating and cooling and electricity for the Apartment, and must contact Utility companies directly.
10. HVAC Units: Tenant, at Tenant's option, may install a Landlord approved air conditioning unit. Only Landlord approved sleeve air conditioners are permitted to be installed. Tenant will be responsible to maintain the air conditioning unit including annual cleaning of filters and re-charging of freon. Tenant must return all elements of the AC sleeves including the sleeve, interior panel, exterior panel, grill, etc.

EJ JK

11. Terrace Area. Anything to the contrary notwithstanding contained in any other Article of this Lease, it is strictly agreed and understood that, if there is a terrace area contiguous to the apartment which is yours to use, no portion of the rent reserved in the within Lease has been or is allocated to the terrace area unless specifically so designated. The terrace area is not a service provided under the within lease unless so registered, if the apartment is rent stabilized, however, as long as same is practicable, the tenant herein may use the terrace area. In the event that repair, replacement or removal is necessitated for the terrace area or any other building area best accessible from this space, the Owner reserves the right to gain access to same through the subject apartment or otherwise during ordinary business hours and there shall be no diminution in the rent reserved hereunder by virtue of the repairs. Maintenance: Tenant shall keep and maintain the balcony or terrace area neat and clean, at all times, and shall keep and maintain all drain areas located on or in the balcony or terrace free and clear from any types of debris including snow and ice, at all times, at Tenant's sole cost and expense. Storage: No flowerpots, planters, or other objects including water filled furniture or devises may be placed or stored on balcony or terrace area railings, including outdoor patio furniture unless the Owner consents in writing. No storage of any kind is permitted, including, but not limited to, recyclables; garbage; toys; housekeeping tools; machinery; and or recreational, exercise, or other equipment. Tenant shall not keep combustible or flammable goods or materials on same, including, but not limited to, charcoal, lighter fluid, paint, cleaning solutions, gasoline, firewood, and newspapers. No rugs, towels, laundry, clothing, clotheslines, or other items shall be stored or hung on the same or draped over balcony railings. Outdoor Cooking: Outdoor cooking is prohibited. Pets: Tenant acknowledges no pets are permitted under this lease and further may not permit his, hers, or their pets to use the terrace or balcony area as an open-air outhouse. Noise and Use: Tenant agrees to limit at all times the noise coming from the terrace area to a level that is not a disturbance to its neighbors and surrounding environment. Use of the terrace area is restricted to Tenants only between the hours of 10pm and 8am every day of the week. Tenant shall abide by all building, assembly, occupancy, and fire codes as it relates to usage of the terrace area. Any violation of the terms of use listed within this section shall result in the immediate, without warning, revoking of the use of the terrace area. Tenant further acknowledges that any violation of the noise stipulations outlined above and in the Lease will result in immediate and strict enforcement of all Owner's rights under the Lease, which may lead up to and include eviction proceedings.

12. If any provisions in the Lease shall contradict the language in this Rider than the language in this Rider shall supersede and uphold.

TENANT

Eden Jurick

Name: Eden Jurick

Date:

TENANT

Julia Kushell

Name: Julia Kushell

Date:

OWNER

Michael Alivand

Name: 421E12 Holdings LLC

Date:

EJ JK

Addendum to Lease

Tenant Name: Eden Jurick & Julia Kushell

Address: 421 East 12th Street

Apt #: 1

If there is any conflict between the provisions of this Addendum to Lease and the remainder of this Lease, the provisions of this Addendum to Lease shall govern.

Renter's Insurance: It is advisable that you obtain renter's insurance for the term of your tenancy as protection against loss due to fire, theft, flood or any unforeseen event. The Landlord will not be responsible for any loss that may occur during the term of your tenancy.

EJ JK

Initial

Rent: Rent is due on the first of the month. Rent must be paid in full and no amount subtracted from it. Tenant(s) may not, under any circumstances, deduct any amount from rent payments, without written permission from Landlord. To do so will be considered grounds for termination.

EJ JK

Initial

Late Payments: There is a five (5) day grace period. Rent received after the fifth (5th) of the month is subject to a late fee charge of five (5%) percent of the monthly rent, which then becomes due and payable as additional rent. Tenant expressly agrees and understands that three (3) or more late payments in a twelve (12) month period shall be deemed to be a failure to comply with substantial obligations of this Lease and will be grounds for the termination of this Lease and eviction of Tenant(s) by Landlord.

EJ JK

Initial

Bounced Check Fee: There is a \$75.00 fee for each check not honored by the Bank (bounced check).

EJ JK

Initial

It is required that you advise your Landlord of your intent of move at least days forty-five (45) days before your Lease termination date. At that time you will be asked to provide access to the apartment at your convenience either by providing keys or a contact phone number for the purpose of showing the apartment so that it may be re-rented. Failure to provide access will jeopardize return of security deposit.

EJ JK

Initial

Security Deposit: Tenant(s) acknowledges that the Landlord holds that Tenant(s)' security deposit. Tenant(s) understands that any unpaid fees incurred during tenancy in respect to late fees, bounced check fees, legal fees, etc. may be deducted from Tenant(s)' security deposit. Tenant(s) understands that the security deposit will not be refunded if the Tenant(s) breaks the Lease. Tenant(s) also understands that the security deposit will be partially refunded or not refunded if the Tenant(s) damages the apartment beyond reasonable wear and tear.

EJ JK

Initial

Tenant(s) understands that the security deposit serves as a security for performance by Tenant(s) of the terms and conditions of this Lease, and may NOT be applied by Tenant(s) toward rent or other charges due while Tenant(s) remains in possession of the apartment, including the final month of Tenant(s)' occupancy. There are no partial refunds of security deposit during Tenancy.

EJ JK

Initial

If owner shall apply all or any portion of the security as permitted by this lease, you shall promptly remit to the owner upon ten (10) days prior written notice, an amount equal to the amount of security so applied which shall be deemed to be additional rent payable under this lease. If this lease is renewed than any increased portion of security required under such renewal lease shall also be deemed to be additional rent under this lease and said renewal lease. A failure to remit any such amount timely shall be deemed to be a default under this lease or such renewal lease as the case may be.

EJ JK

Initial

Breaking Lease: Please be advised that if you break your Lease, you will be responsible for the monthly rent payments until the end of the Lease term or until the Landlord can re-rent the apartment for the same or higher rent. If the Landlord must settle for less than the rent stated in your Lease, the Landlord will hold you responsible for the difference between the new rent and the rent you were paying until the Lease date end. Your security deposit will NOT be refunded to you.

EJ JK

Initial

Vacating: I further agree that when I vacate the apartment, it must be left “broom clean” and in the same condition that it was rented. After visual inspection by Landlord (or their authorized agent) and only if all Lease conditions are met, will my security deposit (or any portion thereof) be returned to me. Tenant(s) must sign a surrender of apartment form and leave a forwarding address and phone number to be contacted. Tenant(s) must return all the keys to the apartment as well as the mailbox key at the time of vacating. **There will be a thirty-five dollar (\$35) charge per key if it is not returned.**

EJ JK

Initial

Floors: Tenant(s) are responsible for the condition of the floors throughout the apartment. The floors are to be maintained in their original condition aside from normal wear and tear. Tenant(s) will be liable for scratches, repairs and/or replacement if there is damage.

EJ JK

Initial

Paint: Tenant(s) are required to paint the walls back to the original color. If the apartment is left with graffiti or painted any color other than white, Tenant(s) agree to pay a fee of One Thousand Five Hundred Dollars (\$1,500) compensation to Landlord.

EJ JK

Initial

Legal Fees: Tenant(s) agree to pay all legal fees, including attorneys’ fees and court costs incurred in the enforcement of any clause and/or requirement(s) set out in the Lease. When such fees and costs are due, they are due as additional rent, thus the total rent will then include monthly rent, late fees and all fees and costs associated with the enforcement of this Lease.

EJ JK

Initial

I understand that **Washers/Dryers** are **NOT** allowed in the apartment.

EJ JK

Initial

There is absolutely **NO ROOF ACCESS**. Any violation will be grounds for termination of Lease.

EJ JK

Initial

I understand that I may **NOT** sublet my apartment.

EJ JK

Initial

All Garbage **MUST** be brought down to the street in sealed bags. Garbage is **NOT** to be left in the hallway at any time.

EJ JK

Initial

Non-Stabilized Month-to-Month: If Tenant decides to stay in the apartment beyond expiration of Lease without signing a lease renewal, there will be a charge of Two Hundred Fifty Dollars (\$250.00) per month in addition to the Lease increase.

EJ JK

Initial

Lockout Fees: A fee of One Hundred Fifty Dollars (\$150.00) will be charged to unlock apartment entrance doors, if not made accessible by Tenant(s). Landlord makes no representation that staff will be available at anytime to gain access. If it is necessary to call a locksmith, Tenant(s) will be responsible for all costs incurred.

EJ JK

Initial

Keys: Tenant shall not alter, replace or add locks, bolts or other attachments to the door without Landlord's written consent and copy provided immediately to Landlord. The tenant is responsible for all fees related to new locks or keys if the lock to the apartment or the Property requires changes due to the Tenant(s) negligence or loss thereof. Any keys that are lost, broken or requested as additional keys will be provided by Landlord, depending upon the circumstances, at the cost of Fifteen Dollars (\$15.00) per key. If the Tenant is locked out of the apartment and requires Landlord to provide access, the Tenant shall pay One Hundred Fifty Dollars (\$150.00) to Landlord at time of service.

EJ JK

Initial

Noises, Odors or Scents: Tenant(s) agree to keep noise and/or music levels down so not to disturb neighbors. Tenant(s) acknowledges that Landlord has not made any representations or promises with respect to noises or odors however arising and whether occurring inside or outside the building. Tenant(s) waives and releases any claim, cause of action or set off by reason of or arising out of any noise, inconvenience, aromas, scents or odors. Tenant(s) shall not rescind this Lease or be entitled to any compensation or diminution or abatement of rent, nor shall it fail to honor any other obligations under this Lease.

EJ JK

Initial

Preventing Moisture and Mildew:

- a. Tenant(s) acknowledges that it is necessary for Tenant(s) to provide appropriate climate control in the apartment and take other measures to retard and prevent mold and mildew from accumulating in the apartment. Tenant(s) shall: (i) maintain the apartment in clean condition, dust the apartment on a regular basis and remove any visible moisture accumulation in or on the apartment, including on windows, walls, floors, ceilings, bathroom fixtures, and other surfaces; mop-up spills and thoroughly dry affected area as soon as possible after occurrence; and (ii) not block or cover any of the heating ventilation or air-conditioning ducts in the apartment and keep climate and moisture in the apartment at reasonable levels.
- b. Tenant(s) shall promptly notify management in writing of the presence of the following conditions; (i) any evidence of a water leak or excessive moisture or standing water inside the apartment or in any Common Area at the Building; (ii) any evidence of mold or mildew-like growth in the apartment that persists after the tenant has tried several times to remove it with a common household cleaner containing disinfectants and/or bleach, (iii) any failure or malfunction in the heating, ventilation and air conditioning systems in the apartment; and, (iv) any inoperable doors or windows.
- c. If Tenant(s) fails to comply with any of the provisions of this Article, then, in addition to Tenant(s)' obligation to indemnify Landlord in accordance with the terms of this Lease for all damage, loss, cost and expense, including attorneys' fees and disbursements, suffered or incurred by Landlord in connection with said failure to comply, Tenant(s) shall also be responsible for all damage or loss to and all costs and/or expenses suffered or incurred by Tenant(s), Tenant(s)' personal property and other occupants of the Building and their respective personal property.

EJ JK

Initial

The lessee for the above-referenced apartment is agreeing to accept the aforementioned apartment "AS IS". For the purpose of this document, "AS IS" means in the fashion that it exists today. By the lessee(s) signing this document, they are acknowledging the fact that the lessor has no intentions to conduct any cosmetic alterations to the apartment at this time unless otherwise detailed and explained below.

EJ JK

Initial

All fire escapes and windowsills must remain free and clear of any and all objects, and doormats must be kept within the confines of the apartment.

EJ JK

Initial

Tenant(s) acknowledges that Landlord is not liable for any radiation issues that may occur from satellite or cellular traffic in or around premises.

EJ JK
Initial

Please do not attach stickers of any kind to the outside of your apartment door.

EJ JK
Initial

Tenant shall not install any waterbed(s), washing machine, dishwasher or electrical equipment, which will overtax and burden the existing floor load, existing plumbing and electrical wiring in this building.

EJ JK
Initial

Tenant(s) covenants and agrees not to put excessive nails, wallpaper, or other foreign material onto the walls of the demised premises or paint the walls any color but the accepted white.

EJ JK
Initial

Any bicycles, carriages, or any other wheeled vehicles must be kept within the apartment itself.

EJ JK
Initial

Tenant shall not remove the smoke alarm or carbon monoxide alarm and shall replace the battery when it becomes necessary.

EJ JK
Initial

SMOKE DETECTOR LEASE ADDENDUM

1. **Acknowledgment of installation of operating smoke detector.** Tenant(s) acknowledges that Landlord has equipped the premises with an operable smoke detector(s).
2. **Acknowledgment of maintenance responsibilities.** Tenant(s) acknowledges that they are barred from disabling the smoke detector(s) at any time. Tenant(s) also acknowledges that they are required to test the smoke detector(s) on a regular basis (or as recommended by manufacturer's instructions) and to replace batteries as needed. Tenant(s) are required to promptly report any malfunctions of their smoke detector(s) to management.
3. **No liability if noncompliance.** Tenant(s) acknowledges that Landlord and Manager shall not be liable for damages or injuries to persons or property caused by Tenant(s) disabling of smoke detectors, failure to regularly test smoke detectors, failure to change batteries as needed, or failure to immediately report malfunction of smoke detectors to management.

Signatures of All Tenants

Eden Jurick

05/11/2025

Date _____

Julia Kushell

05/11/2025

Date _____

Date _____

Date _____

ROOMMATE(S) & PARTNER(S) LEASE ADDENDUM

We acknowledge that we are tenants of the above address.

We understand that we are jointly and severally, individually and equally liable for all terms of this lease agreement, including full payment of the rent amount each month, for the entire lease term.

Each Roommate agrees to be jointly and severally liable to the Landlord for the entire rent and the entire amount of any other charges due and/or incurred under the Lease Agreement.

If one tenant moves out, and the remaining tenant wants to replace the roommate on the lease with a new tenant, this new tenant must be approved by the Landlord, subject to application, transfer fee, and credit approval by the Landlord.

If the tenant does not satisfy any of these terms, the Landlord may elect to terminate this lease.

Eden Jurick

05/11/2025

Tenant Signature

Date

Julia Kushell

05/11/2025

Tenant Signature

Date

Tenant Signature

Date

Landlord/Agent

Date

COVID-19 RENT RIDER

Tenant Names: Eden Jurick & Julia Kushell

Address: 421 East 12th Street

Apt #: #1

Monthly Rent: \$5,350.00

Lease Term: May 23, 2025 - June 30, 2026

- Tenants acknowledges the monthly rent of \$5,350 per month for the lease term of May 23 2025 – June 30, 2026.
- Tenants have agreed to pay the monthly rent on time which is due on the 1st of each month.
- Tenants are responsible for rent payments and cannot ask for rent reduction regardless of Covid-19 economic/employment conditions.
- The tenant has agreed to pay the full amount of rent notwithstanding the Covid19 pandemic. And under no condition is the tenant permitted to defer or abate rent during the term of this lease. Tenant has agreed to these conditions of lease.

Eden Jurick

05/11/2025

Tenant Signature

Date

Julia Kushell

05/11/2025

Tenant Signature

Date

Michael Alivandi

05/21/2025

Landlord Signature

Date

LAST MONTH RENT / SECURITY
DEPOSIT RIDER

Tenant Names: Eden Jurick & Julia Kushell

Address: 421 East 12th Street

Apt #: #1

Monthly Rent: \$5,350.00

Lease Term: May 23, 2025 – June 30, 2026

- Tenants acknowledges the monthly rent for the apartment is \$5,350.00 for the duration of the lease term May 23, 2025 - June 30, 2026
- Tenant has agreed to pay the 2nd to last month rent of the lease term (May 2026).
- Tenant agrees and understands the security deposit (\$5,350.00) cannot be used as the 2nd to last month's rent payment.
- The security deposit for the apartment will be returned to the tenant(s) as long as the tenant(s) delivers the apartment in clean condition and the same way it was given to them and conduct a walk-through with the super or property manager to ensure all appliances are in working order.

Eden Jurick

05/11/2025

Tenant Signature

Date

Julia Kushell

05/11/2025

Tenant Signature

Date

Michael Alrandi

05/21/2025

Landlord Signature

Date

Prohibited Occupancy Rider

THE LISTING OF YOUR APARTMENT WITH AIRBNB.COM, COUCHSURFING.COM, VRBO.COM, HOMEAWAY.COM, VACATIONRENTALS.COM, ONEFINESTAY.COM OR ANY SIMILAR OR RELATED SERVICE IS A VIOLATION OF YOUR LEASE AND MAY LEAD TO YOUR EVICTION.

1. Except as may consented to in writing by Landlord, which consent may be withheld in Landlord's sole discretion notwithstanding anything to the contrary in this Lease. Tenant acknowledges that it is expressly prohibited for Tenant (i) to permit or license the use or occupancy of the Premises, or any portion of the Premises, whether or not Tenant remains at the Premises, in exchange for money or any other consideration which exceeds the rent enumerated in the lease as the monthly rent or which is paid by Tenant as a result of a listing with any form of broker or listing service, or (ii) to enter into any agreement, oral or written, whereby Tenant offers or agrees to grant any person(s) any rights to use or occupy all or a portion of the Premises in any manner and for any length of time (any such arrangement under either clause as a result of a listing with any form of broker or listing service (i) or (ii) above, a "Prohibited Occupancy"). Tenant shall not, at any time, list, advertise, or otherwise offer the Apartment for a Prohibited Occupancy through AirBnb.com, Couchsurfing.com, VRBO.com, HomeAway.com, VacationRentals.com, OneFineSTay.com or any similar or related service (generally and without limitation, a "Listing Service").
2. Tenant hereby agrees and acknowledges that (i) it shall be deemed a material, un-curable breach of this Lease should Tenant contravene the restrictions of paragraph (1) of this Rider in any capacity and cause or permit a Prohibited Occupancy or list a Prohibited Occupancy with any Listing Service, which breach shall be a material event of default under this Lease without requirement of notice or cure period and which would allow Landlord to Terminate the Lease based upon material default with first resorting to a notice to cure, and Landlord shall have all right and remedies at law or in equity against Tenant for any and all losses, liabilities, claims and damages incurred by Landlord or its agents or arising from such Prohibited Occupancy, which rights and remedies shall include without limitation termination of this Lease, recovery of possession. (ii) Tenant hereby agrees to indemnify Landlord and hold Landlord harmless from and against any and all losses, liabilities, claims and damages which may arise in the enforcement of the provisions of this rider or a breach of the provisions of this rider including but not limited to any claims made against Landlord or Landlord's managing agent by person or persons who come into occupancy of the Leased Premises in violation of the terms hereof.
3. This Rider is deemed a material part of the Lease. In the event of any conflict or inconsistency between the provisions of this Rider and the printed portion of this Lease, the provisions of this Rider shall control.

Eden Jurick

05/11/2025

Tenant Signature

Date

Julia Kushell

05/11/2025

Tenant Signature

Date

Michael Alvand

05/21/2025

Landlord Signature

Date

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

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

Name of tenant(s): Eden Jurick & Julia Kushell

Subject Premises: 421 East 12th Street

Apt. #: #1

Date of vacancy lease: May 23, 2025

BEDBUG INFESTATION HISTORY
(Only boxes checked apply)

- ☒ There is no history of any bedbug infestation within the past year in the building or in any apartment.
- ☐ During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the _____ floor(s).
- ☐ During the past year the building had a bedbug infestation history on the _____ floor(s) and it has not been the subject of eradication measures.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were employed.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were not employed.
- ☐ Other: _____

Signature of Tenant(s): Eden Jurick 05/11/2025
Julia Kushell 05/11/2025 Dated: _____

Signature of Owner/Agent: Michael Alrand 05/21/2025 Dated: _____



New York City
Department of Health
and Mental Hygiene

WINDOW GUARDS REQUIRED

Lease Notice to Tenant

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

Your landlord is required by law to install window guards in your apartment:
if a child 10 years of age or younger lives in your apartment,

OR

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

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

CHECK ONE

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

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

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

Eden Jurick & Julia Kushell

Julia Kushell

Tenant (Print)	<i>Eden Jurick</i>	05/11/2025	05/11/2025
Tenant's Signature			Date
421 East 12th Street #1			
Tenant's Address			Apt No.

RETURN THIS FORM TO:

421E12 Holdings LLC

Owner/Manager

99 Madison Avenue #606, New York, NY 10016

Owner/Manager's Address

**For Further Information call 311 for
Window Falls Prevention**

ANNUAL NOTICE REGARDING INSTALLATION OF STOVE KNOB COVERS

The owner of this building is required, by Administrative Code §27-2046.4(a), to provide stove knob covers for each knob located on the front of each gas-powered stove to tenants in each dwelling unit in which a child under six years of age resides, unless there is no available stove knob cover that is compatible with the knobs on the stove. Tenants may refuse stove knob covers by marking the appropriate box on this form. Tenants may also request stove knob covers even if they do not have a child under age six residing with them, by marking the appropriate box on this form. **The owner must make the stove knob covers available within 30 days of this notice.**

Please also note that an owner is only required to provide replacement stove knob covers twice within any one-year period. You may request or refuse stove knob covers by checking the appropriate box on the form below, and by returning it to the owner at the address provided. If you do not refuse stove knob covers in writing, the owner will attempt to make them available to you.

Please complete this form by checking the appropriate box, filling out the information requested, and signing. Please return the form to the owner at the address provided by (INSERT DATE):

- ☐ Yes, I want stove knob covers or replacement stove knob covers for my stove, and I have a child under age six residing in my apartment.
- ☐ Yes, I want stove knob covers or replacement stove knob covers for my stove, even though I do not have a child under age six residing in my apartment.
- ☐ No, I DO NOT want stove knob covers for my stove, even though I have a child under age six residing in my apartment.
- ☒ No, I DO NOT want stove knob covers for my stove. There is no child under age six residing in my apartment.

Julia Kushell

Eden Jurick

05/11/2025

05/11/2025

(Tenant Signature) _____(DATE)

Print Name, Address, and Apartment Number:

Jacob Kochian & Neil Patel - 421 East 12th Street #1, New York, NY 10009

Return this form to: (Owner address): _____

421E12 Holdings LLC - 99 Madison Avenue #606, New York, NY 10016

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): Eden Jurick & Julia Kushell

Lease Premises Address: 421 East 12th Street #4, New York, NY 10009

Apartment Number: _____ (the "Leased Premises")

Date of Lease: May 6, 2025

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.

Tenant :	Name: <u>Eden Jurick & Julia Kushell</u>				
	Signature: _____			Date: <u>Julia Kushell</u>	
	Name: <u>Eden Jurick</u>	<u>05/11/2025</u>		<u>05/11/2025</u>	
	Signature: _____			Date: _____	
Owner	Name: <u>421E12 Holdings LLC</u>				
	Signature: _____			Date: _____	
	<u>Michael Albrand</u>	<u>05/21/2025</u>			
Tenant:	Name: _____				
	Signature: _____			Date: _____	
Tenant:	Name: _____				
	Signature: _____			Date: _____	

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

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

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

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

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

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

Eden Jurick 05/11/2025 Julia Kushell 05/11/2025
(Occupant signature) (Date)

Print occupant's name, address and apartment number: Eden Jurick & Julia Kushell - 421 East 12th Street #1, New York, NY 10009

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

Michael Alivanti 05/21/2025
(Owner signature)

RETURN THIS FORM TO:
Owner representative name: 421E12 Holdings LLC - 99 Madison Avenue #606, New York, NY 10016
Address: _____

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS

OWNER COPY/OCCUPANT COPY

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**Lead Warning Statement**

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

Lessor's Disclosure

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

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

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

(b) Records and reports available to the lessor (check (i) or (ii) below):

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

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

Lessee's Acknowledgment (initial)

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

Michael Alrandi 05/21/2025

Lessor	<i>Eden Jurick</i>	Date	05/11/2025	Lessor	<i>Julia Kushell</i>	Date	05/11/2025
Lessee		Date		Lessee		Date	
Agent		Date		Agent		Date	

POLICY ON SMOKING FOR RESIDENTIAL BUILDING

421 East 12th Street, New York, NY 10009

Building/Property Address: _____

There is no safe amount of exposure to secondhand smoke. Adults exposed to secondhand smoke have higher risks of stroke, heart disease and lung cancer. Children exposed to secondhand smoke have higher risks of asthma attacks, respiratory illnesses, middle ear disease and sudden infant death syndrome (SIDS). For these reasons, and to help people make informed decisions on where to live, New York City requires residential building owners (referred to in this policy as the "Owner/Manager," which includes the owner of record, seller, manager, landlord, any agent thereof or governing body) in buildings with three or more residential units to create a policy on smoking and share it with all tenants. The building policy on smoking applies to any person on the property, including guests.

I. **Definitions**

- a. **Smoking:** inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g., marijuana or non-tobacco shisha), or any similar form of lighted object or device designed for people to use to inhale smoke
- b. **Electronic Cigarette** (e-cigarette): a battery-operated device that heats a liquid, gel, herb or other substance and produces vapor for people to inhale

II. **Smoke-Free Air Act**

New York City law prohibits smoking and using e-cigarettes of any kind in indoor common areas, including but not limited to, lobbies, hallways, stairwells, mailrooms, fitness areas, storage areas, garages and laundry rooms in any building with three or more residential units. NYC Admin. Code, § 17-505.

III. **Policy on Smoking**

Smoking is not allowed in the locations checked below (check all boxes that apply). *Even if no boxes are checked, the Smoke-Free Air Act bans smoking tobacco or non-tobacco products, and using e-cigarettes in indoor common areas.*

- ☒ Inside of residential units*
- ☒ Outside of areas that are part of residential units, 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: _____

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

IV. Complaint Procedure

- a. Complaints about smoke drifting into a residential unit or common area should be made promptly to the Owner/Manager listed here: 421E12 Holdings LLC
- b. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, building address, description of incident and apparent source of smoke.

Acknowledgment and Signatures:

I have read the policy on smoking described above, and I understand the policy applies to the property. I agree to comply with the policy described above.

For rental units, I understand that violating the smoking policy may be a violation of my lease. For condominiums, cooperatives or other owned units, I understand that violations of the policy on smoking may be addressed according to the building's governing rules.

Owner/Manager's printed name	<u>421E12 Holdings LLC</u>	
Owner/Manager's signature	<u><i>Michael Albrand</i></u>	Date <u>05/21/2025</u>
Tenant's printed name	<u>Eden Jurick & Julia Kushell</u>	
Tenant's signature	<u><i>Eden Jurick</i></u>	Date <u>05/11/2025</u>
	<u><i>Julia Kushell</i></u>	Date <u>05/11/2025</u>

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, 421E12 Holdings LLC (owner or representative name in print), certify that I have complied with the requirements of the New York City Administrative Code section 27-2017.5 by removing all visible mold and pest infestations and any underlying defects, and where applicable, cleaning and vacuuming any carpeting and furniture that I have provided to the tenant. I have performed the required work using the safe work practices provided in the law.

Signed: *Michael Alvandi*

Print Name: 421E12 Holdings LLC

Date: 05/21/2025

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.



Español | 繁體中文 | 简体中文 | Русский | 한국어 | Kreyòl ayisyen | العربية



nyc.gov/health



"healthy neighborhoods"



Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development

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 and search for **indoor allergen hazards**.



Español | 繁體中文 | 简体中文 | Русский | 한국어 | Kreyòl ayisyen | العربية



nyc.gov/health



“healthy neighborhoods”



Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development

Form **W-9**
(Rev. October 2018)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Eden Jurick	
2 Business name/disregarded entity name, if different from above	
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):
☒ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ► _____	Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <i>(Applies to accounts maintained outside the U.S.)</i>
5 Address (number, street, and apt. or suite no.) See instructions. 421 East 12th Street #1	Requester's name and address (optional)
6 City, state, and ZIP code New York, NY 10009	
7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

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

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

Social security number									
12	19	05	74	9	-	-	-	-	-
or									
Employer identification number									
-	-	-	-	-	-	-	-	-	-

Part II Certification

Under penalties of perjury, I certify that:

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

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

Sign Here	Signature of U.S. person ► <i>Eden Jurick</i>	Date ► 05/11/2025
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Local Law 1 - NYC Lead Poisoning Prevention Law Information for Tenants

The text below is a printer-friendly version of the New York City Department of Health and Mental Hygiene (DOHMH) brochure for tenants entitled, "Fix Lead Paint". For additional information on lead poisoning, go to www.nyc/lead or call 311.

Fix Lead Paint Hazards:

What Landlords Must Do and Every Tenant Should Know

Lead Can Cause Learning Problems

Lead is a poison often found in old paint. Peeling lead paint is the most common cause of lead poisoning in young children. Lead dust from peeling paint can land on window sills, floors, and toys. When children play on the floor and put their hands and toys in their mouths, they can swallow lead dust.

Preventing Lead Poisoning: What the Law Requires

In New York City, Local Law 1 of 2004 requires landlords to identify and fix lead paint hazards in the apartments of young children. This law applies to your apartment if:

- The building was built before 1960 (or between 1960 and 1978 if the owner knows that the building has lead paint), and
- The building has 3 or more apartments, and
- A child under the age of 6 lives in your apartment.

What Are Lead Paint Hazards?

- Dust from lead paint.
- Peeling or damaged lead paint.
- Lead paint on:
 - Crumbling plaster or rotted wood.
 - Doors and windows that stick or rub together.
 - Window sills and any other surfaces that have been chewed on by children.

Things Landlords Must Do

- In buildings covered by Local Law 1, landlords must find out if any children younger than 6 years live in the building and inspect those apartments for lead paint hazards **every year**.
- Landlords must use safe work practices and trained workers when fixing lead paint hazards and when doing general repair work that disturbs lead paint.
- Local Law 1 requires landlords to use firms certified by the U.S. Environmental Protection Agency when disturbing more than 100 square feet of lead paint, replacing windows, or fixing violations issued by the New York City Department of Housing Preservation and Development (HPD).
- Landlords must repair lead paint hazards **before** a new tenant moves into an apartment.
- Landlords must keep records of all notices, inspections, repairs of lead paint hazards, and other matters related to the law. HPD may ask the landlord for copies of this paperwork.



Before repair work begins, landlords must make sure that trained workers:

Local Law 1 - NYC Lead Poisoning Prevention Law Information for Tenants

- Post warning signs outside the work area.
- Tell tenants to stay out of the work area.
- Clean the work area with wet mops or HEPA vacuums.
- Remove all items that can be moved from the work area.
- Cover furniture that cannot be moved.
- Seal floors, doors, and other openings with plastic and waterproof tape.



While repair work is going on, landlords must make sure trained workers clean the work area every day with wet mops and HEPA vacuums.

Landlords and contractors must NEVER dry-scrape or dry-sand lead paint.

After repair work is finished, landlords must:

- Hire only trained workers to clean the work area with wet mops and HEPA vacuums.
- Hire a company or individual trained to take "clearance dust wipes" to make sure lead dust levels are below: 40 mcg/sf for floors, 250 mcg/sf for window sills, and 400 mcg/sf for window wells (mcg/sf = micrograms of lead per square foot). If levels are higher, clean-up must be repeated and the dust wipes taken again.
- Give a copy of clearance dust wipe results to the tenant.

Things Tenants Must Do

- Tenants must fill out and return the ANNUAL NOTICE form they receive each year from their landlord. This form tells your landlord if any children younger than 6 years live in your apartment.
- Wash floors, window sills, hands, toys, and pacifiers often.
- Remind your doctor to test your child for lead poisoning at ages 1 and 2. Ask the doctor about testing older children.
- If a child younger than 6 comes to live with you during the year or if you have a baby, you must notify your landlord in writing.

Tenants should also:

- Report peeling paint in your apartment to your landlord.
- Call 311 if your landlord does not fix peeling paint or if you think repair work is being done unsafely.



Call 311 to

- **Report unsafe work practices.**
- **Learn more about how to prevent lead poisoning.**
- **Find out where to get your child tested for lead poisoning, and for diagnosis and treatment information.**
- **Order more copies of this brochure or other materials on lead poisoning prevention.**

Owners of multiple dwellings (3 or more apartments) must give this brochure to tenants when they sign a lease or move into an apartment if the multiple dwelling was built before 1960, or was built between 1960 and 1978 if the owner knows that the building has lead paint. This brochure contains basic information about Local Law 1 of 2004 and is provided for your convenience only. For a copy of the law and applicable rules go to nyc.gov/hpd.

STOP BED BUGS SAFELY

WHAT ARE BED BUGS?

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

WHAT DOES A BED BUG BITE FEEL AND LOOK LIKE?

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

ARE BED BUGS DANGEROUS?

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

HOW DOES A HOME BECOME INFESTED WITH BED BUGS?

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

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

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

SHOULD I USE A PEST CONTROL COMPANY?

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

The pest control company should:

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

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

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

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

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

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



Actual size

Michael F. Potter, University of Kentucky ©2004

HOW CAN I GET RID OF BED BUGS?

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

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

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

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

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

3. Be very cautious about using pesticides yourself.

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

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

HOW CAN I KEEP BED BUGS OUT OF MY HOME?

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

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

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

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

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

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

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

TENANTS SHOULD:



Keep homes clean and dry



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



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



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



Use garbage cans with tight-fitting lids



Let building staff into homes to make any needed repairs



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



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

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

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

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

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

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

LANDLORDS MUST:



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



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

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



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

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



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



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

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

Section 12-12.1 of Chapter 12 of Title 28 of the Rules of the City of New York describes conditions under which a combined notice may be used, combining notice of suspected gas leak procedures with notice for smoke detectors and carbon monoxide detectors. A sample of a combined notice is below:

Notice for Suspected Gas Leaks, Smoke Detecting Devices, and Carbon Monoxide Alarms

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

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

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

Con-Edison

Provider

1 (800) 752-6633

Number

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

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



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 Jordan Steiner of MNS Real Estate
(Print Name of Licensee) *(Print Name of Company, Firm or Brokerage)*

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

☒ Landlord as a *(check relationship below)*

☒ Landlord's Agent

☐ Broker's Agent

☐ Tenant as a *(check relationship below)*

☐ Tenant's Agent

☐ Broker's Agent

☐ Dual Agent

☐ Dual Agent with Designated Sales Agent

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

☐ Advance Informed Consent Dual Agency

☐ Advance Informed Consent to Dual Agency with Designated Sales Agents

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

(I) (We) Eden Jurick & Julia Kushell acknowledge receipt of a copy of this disclosure form:

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

Eden Jurick

Julia Kushell

05/11/2025

05/11/2025

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