STANDARD FORM OF APARTMENT LEASE

FOR APARTMENTS NOT SUBJECT TO RENT STABILIZATION LAW

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

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

THIS LEASE is made on **July 28, 2026**
between Owner, **312 Coney Island Avenue LLC**
whose address is **11 Ocean Parkway, Management, Brooklyn, NY 11218**
and You, the Tenant, **Daniel Kellen Tyler-Caufield**
whose address is **1 Park Point #817, Brooklyn, NY 11218**.

1. APARTMENT AND USE Owner agrees to lease to You Apartment **817** (the "Apartment") in the building at **1 Park Point, Brooklyn, NY 11218** (the "Building"), Borough of Brooklyn, City and State of New York. Tenant shall use the Apartment for living purposes only and for no other purpose (such restricted purposes include, but are not limited to, any commercial activity or illegal or dangerous activity).

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

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

2. LENGTH OF LEASE The “Lease Commencement Date” is **September 1, 2026**. Except as may be provided for otherwise in this Lease, the term (that means the length) of this Lease will begin on the Lease Commencement Date and will end on **August 31, 2028** (the “Term”).

3. RENT

A. “Rent” is defined as the base rent due under this Lease. Tenant’s monthly Rent for the Apartment is **$3,800.00** per month. Tenant must pay Owner the Rent, in equal monthly installments, on the first day of each month either to Owner at the above address or at another place that Owner may inform Tenant of by written notice.

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

(1) one (1) months’ Rent (i.e., **$3,800.00**);

(2) the Security Deposit (in the amount stated in Article 4)

C. If the Lease Commencement Date shall not occur on the first day of a calendar month, the Rent for such calendar month shall be prorated on a per diem basis. If the Lease begins after the first day of the month, Tenant must pay when it signs this Lease one (1) full months' Rent and for the next full calendar month Tenant shall pay a prorated Rent based on the number of days the Lease began after the first day of the month (for example, if the beginning date of this Lease is the 16 th day of the month, Tenant would pay for fifteen (15) out of thirty (30) days, or one-half (1/2), of a full months’ Rent for the second calendar month). In any event, if the Lease Commencement Date shall not occur on the first day of a calendar month, the Term shall also include the remainder of the month in which the Lease Commencement Date occurred.

D. Within five (5) business days after the request of Owner, at Owner’s option, Tenant shall return a document supplied by Owner in the form attached hereto as Exhibit A (a “Memorandum Confirming Term”) confirming the Lease Commencement Date, the Rent Commencement Date (if different than the Lease Commencement Date) the Lease expiration date and any other material terms of this Lease, certifying that Tenant has accepted delivery of the Apartment and that the condition of the Apartment complies with Owner’s obligations hereunder. Tenant’s failure to deliver the Memorandum Confirming Term shall be considered a material default under this Lease, however, Tenant’s failure to deliver the Memorandum Confirming Term shall not affect the Lease Commencement Date or the validity of this Lease or alter the terms and provisions contained in the Memorandum Confirming Term if so, delivered to Tenant by Owner.

E. Tenant may be required to pay other charges to Owner under the terms of this Lease, such additional charges shall be referred to as “Additional Rent”. Any Additional Rent must be paid by Tenant to Owner upon the earlier of (i) the first day of the month immediately following the month said Additional Rent is billed to Tenant or (ii) fifteen (15) days from the date Tenant is billed for the Additional Rent. Said Rent and Additional Rent must be paid in full in accordance with the foregoing, without deduction or offset and without the need for demand or notice from Owner. Except as may be provided for otherwise in this Article 3, all Rent and Additional Rent shall be payable to Owner by **Online payments via ACH, Credit Card (fees apply), Check or Money Order.** or such other form of payment as required by Owner only. If by direct deposit, Owner shall provide Tenant the necessary wiring instructions

F. Tenant shall be entitled to a five (5) day grace period for the payment of any sum of Rent and Additional Rent due under this Lease. Any sum of Rent or Additional Rent not paid within five (5) days of the date due shall be subject to a late fee of the lesser of (i) **$50.00**, or (ii) five percent (5%) of the unpaid amount. There shall be a **seventy-five dollars ($75.00)** fee for any check which is dishonored or returned. Any late charge or interest charge shall be considered Additional Rent.

G. Owner need not give notice to Tenant to pay Rent. Rent must be paid in full and no amount subtracted from it. Rent is due and payable as of the Lease Commencement Date.

4. SECURITY DEPOSIT Tenant is required to give Owner the sum of **$1,000.00** (such amount not to exceed one (1) months' Rent pursuant to The Housing Stability and Tenant Protection Act of 2019) when Tenant signs this Lease as a security deposit (the “Security Deposit”). Owner will deposit the Security Deposit in **Bank United** bank at **136 E 57th**

Street, 2nd Floor New York, NY 10022. This Security Deposit shall not bear interest, unless if otherwise required by applicable law. In the event that the Security Deposit shall earn interest, then in such event Owner shall be entitled to an administrative fee of 1% pursuant to applicable law.

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

TENANT ACKNOWLEDGES AND AGREES THAT THE SECURITY DEPOSIT CANNOT BE USED TOWARDS RENT OR ADDITIONAL RENT BY TENANT. Notwithstanding anything to the contrary contained in this Lease, if Owner shall apply all or any portion of the Security Deposit to cure a default by Tenant hereunder during the Term of this Lease, Tenant shall, within five (5) business days, deposit with Owner that sum which shall be necessary to maintain the security in an amount equal to the Security Deposit as so required in this Article 4. Failure to replenish the Security Deposit in a timely manner shall be deemed a default under this Lease.

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

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

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

7. **WARRANTY OF HABITABILITY**

   A. All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law. Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.

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

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

   A. At all times during the Term of this Lease, Tenant will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. Tenant shall, at Tenant's own cost and expense, make all repairs caused or occasioned by Tenant or Tenant's agents, contractors, invitees, licensees, guests or servants (collectively hereinafter "Tenant Parties"). In addition, Tenant shall promptly notify Owner and/or the Building Superintendent/Building Manager in writing upon the occurrence of any problem, malfunction or damage to the Apartment. Tenant will move out on or before the ending date of this Lease and leave the Apartment in good order and in the same condition as it was when Tenant first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of Tenant.

   B. CLEANING. Tenant is required to use only non-abrasive cleaning agents in the Apartment. Tenant is responsible for damage done by use of any improper cleaning agents.

   C. If Tenant fails to maintain the Apartment or make a needed repair or replacement as required hereunder, Owner may hire a professional and make such maintenance, repairs or replacements at Tenant's sole cost and expense. Owner's reasonable expense will be payable by Tenant to Owner as Additional Rent within ten (10) business days after Tenant receives a bill from Owner.

   D. When this Lease ends, Tenant must remove all of Tenant's movable property. Tenant must also remove at Tenant's own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment Tenant may have installed in the Apartment, even if it was done with Owner's consent. Tenant must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. Tenant has not moved out until all persons, furniture and other property of Tenant's is also out of the Apartment. If Tenant's property remains in the Apartment after this Lease ends, Owner may either treat Tenant as still in occupancy and charge

Tenant for use or may consider that Tenant has given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at Tenant's expense. Tenant agrees to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Lease.

E. Except as provided for otherwise in Article 35 of this Lease, in the event that (i) Owner intends to offer to renew this Lease with a Rent increase equal to or greater than five (5%) percent above the then current Rent, or (ii) Owner does not intend to renew this Lease, Owner shall provide Tenant written notice as follows:

(1) If Tenant has occupied the Apartment for less than one (1) year and does not have a Lease Term of at least one (1) year, Owner shall provide at least thirty (30) days' notice;

(2) If Tenant has occupied the Apartment for more than one (1) year but less than two (2) years, or has a Lease Term of at least one (1) year but less than two (2) years, Owner shall provide at least sixty (60) days' notice; or

(3) If Tenant has occupied the Apartment for more than two (2) years or has a Lease Term of at least two (2) years, Owner shall provide at least ninety (90) days' notice.

F. Within a reasonable time after notification of either party's intention to terminate this Lease, unless Tenant provides less than two (2) weeks' notice of Tenant's intention to terminate, Owner shall notify Tenant in writing of Tenant's right to request an inspection before vacating the Apartment. Tenant shall have the right to be present at said inspection. Subject to the foregoing, if Tenant requests such inspection, the inspection shall be made no earlier than two (2) weeks and no later than one (1) week before the end of the tenancy. Owner shall provide at least forty-eight (48) hours written notice of the date and time of the inspection. After the inspection, Owner shall provide Tenant with an itemized statement specifying repairs, cleaning or other deficiencies that are proposed to be the basis of any deductions from the Security Deposit. If Tenant requests such inspection, Tenant shall be given an opportunity to remedy any identified deficiencies prior to the end of the tenancy (or, at Owner's sole option, if Tenant fails to remedy any such identified deficiencies, Owner may remedy such identified deficiencies at Tenant's sole cost and expense as described hereinafter). Any and all repairs or alterations made to the Apartment as a result of said inspection shall be at Tenant's sole cost and expense. Said repairs must be approved by Owner and shall be performed, at Owner's sole option by (i) licensed and adequately insured Tenant's contractors in a good and skillful manner with materials of quality and appearance comparable to existing materials and approved by Owner or (ii) by Owner's contractor(s).

9. CHANGES AND ALTERATIONS TO APARTMENT

A. Tenant cannot build in, add to, change or alter, the Apartment in any way, including, but not limited to, installing, changing, or altering any paneling, wallpaper, flooring, "built in" decorations, partitions, railings, paint, carpeting, plumbing, ventilating, air conditioning, electric, or heating systems without first obtaining the prior written consent of Owner which may be withheld in Owner's sole discretion. If Owner's consent is given, the alterations and installations shall become the property of Owner when completed and paid for by Tenant. They shall remain with and as part of the Apartment at the end of the Term. Notwithstanding the foregoing, Owner has the right to demand that Tenant remove the alterations and installations at the end of the Lease Term, and in such case Tenant shall repair all damage resulting from said removal and restore the Apartment to its original condition, including any holes in the wall or damage caused by the removal of any pictures, artwork or TV mounts hung by Tenant on the walls. Any and all work shall be performed by Tenant in accordance with the terms and conditions of this Lease and in accordance with all applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity. Tenant's contractor shall also supply, before performing any such work, a certificate of insurance naming Owner and the Building's managing agent (if applicable) as additional insured.

B. Without Owner's prior written consent, Tenant cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's reasonable opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, Tenant cannot place in the Apartment water-filled furniture.

C. If a lien is filed on the Apartment or Building due to Tenant's fault, Tenant must promptly pay or bond the amount stated in the lien. Owner may pay or bond the lien if Tenant fails to do so within ten (10) days after Tenant has written notice about the lien, in which case, Owner's costs shall be paid by Tenant as Additional Rent.

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

A. GOVERNMENT LAWS AND ORDERS. Tenant will obey and comply (i) with all present and future city, state and federal laws rules, regulations and codes of any governmental or quasi-governmental entity or body which affect the Building or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the Apartment and the Building. Tenant will not allow any windows in the Apartment to be cleaned from the outside unless the prior written consent of the Owner is obtained.

B. OWNER'S RULES AFFECTING TENANT. Tenant, its Permitted Occupants and Tenant Parties must obey all Owner's rules (the "Owner's Rules and Regulations") annexed hereto and made apart hereof as Exhibit B and all future reasonable rules of Owner or Owner's agent. Notice of all additional rules shall be delivered to Tenant in writing or posted in the lobby or other public place in the building. Owner shall not be responsible to Tenant for not enforcing any rules, regulations or provisions of ano ther tenant's lease except to the extent required by law.

C. TENANT'S RESPONSIBILITY. Tenant is responsible for the behavior of Tenant, the Permitted Occupants of the Apartment, the Tenant Parties and any other people who are visiting the Apartment. Tenant will reimburse Owner as Additional Rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other people visiting the Apa rtment have not obeyed applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity or rules of this Lease.

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

12. SERVICES AND FACILITIES

A. REQUIRED SERVICES. Owner will provide (i) cold and hot water and heat as required by law, (ii) repairs to the Apartment not caused by Tenant (subject to the terms and conditions of this Lease), the Tenant Parties or any other people visiting the Apartment, as required by law, (iii) elevator service if the Building has elevator equipment; and (iv) the utilities, if any, included in the Rent, as set forth in subparagraph B below. Tenant is not entitled to any Rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

B. The following utilities are included in the Rent: **Hot & Cold Water, Sewer and Gas**.

C. ~~ELECTRICITY AND OTHER UTILITIES. Tenant acknowledges and understands that Owner has no obligation to supply, or liability in connection with, utilities or services in or to the Apartment (except as may be provided for otherwise in this Lease). Tenant shall be responsible, at Tenant's sole cost and expense, for securing, air conditioning, electricity, gas, cable, phone, and all other utilities and services (except as may be provided for otherwise in this Lease).~~

1. ~~Tenant shall contract directly with the appropriate utility provider for all aforementioned services (not including the utilities included in the Rent as provided for in subparagraph B).~~

D. Stopping or reducing of service(s) will not be reason for Tenant to stop paying Rent, to make a money claim or to claim constructive eviction. Damage to the equipment or appliances supplied by Owner, caused by Tenant's acts, omissions or neglect, or the act, omission or neglect of the Tenant Parties or any other person visiting the Apartment, shall be repaired at Tenant's sole cost and expense. In the event that Tenant fails to make such repairs within a reasonable period of time, Owner shall have the option to make such repairs at Tenant's expense and charge the same to Tenant as Additional Rent. Damage to the equipment or appliances supplied by the Owner, which are not caused by Tenant's negligence, acts or misuse or the negligence, acts or misuse of the Tenant Parties or any other people visiting the Apartment, shall be promptly repaired by the Owner at the Owner's sole cost and expense. Owner may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete. Notwithstanding the foregoing, except in emergency situations, Owner shall provide Tenant no less than twenty-four (24) hours prior written notice of any planned service stoppages. Owner shall take all necessary steps to ensure that service stoppages do not interfere with Tenant's use and enjoyment of the Apartment.

E. APPLIANCES. Appliances supplied by Owner in the Apartment are for Tenant's use. They shall be in working order on the date hereof and will be maintained and repaired or replaced by Owner, except if repairs or replacement are made necessary because of Tenant's or the Tenant Parties' negligence or misuse, Tenant will pay Owner for the cost of such repair or replacement as Additional Rent. Notwithstanding anything to the contrary contained in this Lease, provided the appliance in need of repair has been delivered in working order on the Lease Commencement Date, Tenant shall be responsible for the cost of such appliance's repair or replacement. Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator or other appliance unless installed by Owner or with Owner's prior written consent (in its sole discretion). Tenant must not use more electric than the wiring or feeders to the Building can safely carry.

F. FACILITIES AND AMENITIES If Owner permits Tenant to use any storeroom, storage bin, laundry or any other facility located in the Building but outside of the Apartment (e.g., fitness center, resident lounge, roof deck, golf simulator, movie theater, swimming pool, spa, etc.), the use of any such facility will be furnished to Tenant for an additional charge and at Tenant's own risk. Tenant will operate at Tenant's expense any coin operated appliances located in any such facility. Owner shall have no obligation to provide any of the aforementioned facilities or any type of doorman, attendant, porter or any other type of similar service at the Building, and Owner may discontinue same without being liable to Tenant therefor or without in any way affecting this Lease or the liability of Tenant hereunder or causing a diminution of Rent and the same shall not be deemed to be a lessening or a diminution of facilities or services within the meaning of any law, rule or regulation now or hereafter enacted, promulgated or issued.

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

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

A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; inspect; exterminate; install or work on master antennas or other systems or equipment; and to perform other work and make any and all repairs, alterations, or changes Owner decides are necessary. Tenants Rent will not be reduced because of any of the foregoing.

B. To show the Apartment to potential renters, buyers or lenders.

C. For ninety (90) days before the end of the Lease Term, to show the Apartment to persons who wish to lease it.

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

E. If, at any time, Tenant is not personally present to permit Owner or Owner's representatives, agents or employees to enter the Apartment and entry is necessary or allowed by law or under this Lease, Owner or Owner's representatives, agents or employees may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner or Owner's representatives, agents or employees will not be responsible to Tenant, unless during such entry, any authorized party is negligent or misuses Tenant's property.

15. ASSIGNING; SUBLETTING; ABANDONMENT

A. ASSIGNING AND SUBLETTING. Tenant cannot assign this Lease or sublet the Apartment without Owner's advance written consent in each instance to a request made by Tenant 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 the request for a Lease assignment properly made, at Tenants request in writing, Owner will end this Lease effective as of thirty days after Tenants request. The first and every other time Tenant wishes to sublet the Apartment, Tenant must get the written consent of Owner unless Owner unreasonably withholds consent following Tenants request to sublet in the manner provided by Real Property Law §226-b. Owner may impose a credit check fee on Tenant in connection with an application to assign or sublet. If Tenants fails to pay Tenants rent, Owner may collect rent from subtenant or occupant without releasing Tenant from the Lease. Owner will credit the amount collected against the rent due from Tenant. However, Owner's acceptance of such rent does not change the status of the subtenant or occupants to that of direct tenant of Owner and does not release Tenant from this Lease. In addition to the above, Tenant also agrees to not engage in any illegal subletting activity that would result in a violation of McKinney's Multiple Dwelling Law 61-A, Section 4.

B. ABANDONMENT. If Tenant moves out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended. Tenant will remain responsible for each monthly payment of Rent and Additional Rent as it becomes due until the earlier of (i) the end of this Lease or (ii) the day the apartment is occupied by a new tenant. In case of abandonment, Tenant's responsibility for Rent and Additional Rent will end only if Owner chooses to end this Lease for default as provided in Article 16 as permitted by law.

16. DEFAULT

A. Tenant defaults under the Lease if Tenant acts in any of the following ways:

(1) Tenant fails to carry out any agreement or provision of this Lease;

(2) Tenant does not take possession or move into the Apartment fifteen (15) days after the beginning of this Lease; or

(3) Tenant and the Permitted Occupants of the Apartment move out permanently before this Lease ends;

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

B. If Tenant does not stop, correct or begin to materially correct a default within ten (10) days as provided for above, or engages in Objectionable Conduct, Owner shall give Tenant a written notice that this Lease will end six (6) days after the date such written notice is sent to Tenant. At the end of the six (6) day period, this Lease will end and Tenant then must move out of the Apartment. Even though this Lease ends, Tenant will remain liable to Owner for unpaid Rent and/or Additional Rent until the earlier of (i) the end of this Lease or (ii) the day the apartment is occupied by a new tenant, and damages caused to Owner after that time as stated in Article 17.

C. If Owner does not receive the Rent and/or Additional Rent within five (5) days of when this Lease requires, Owner or Owner's agent shall send Tenant, via certified mail, a written notice stating the failure to receive such Rent and/or Additional Rent. Provided Owner has served Tenant with a fourteen (14) day written demand, and Owner does not receive the overdue Rent within fourteen (14) days after such written fourteen (14) demand for Rent has been made, Owner may commence an action or summary proceeding seeking the payment of all Rent. If the Lease ends, Owner may do the following: (i) enter the Apartment and retake possession of it if Tenant has moved out or (ii) go to court and ask that Tenant and all other occupants in the Apartment be compelled to move out.

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

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

A. Tenant must pay Rent and Additional Rent until this Lease has ended. Thereafter, Tenant must pay an equal amount for what the law calls "use and occupancy" until Tenant actually moves out.

B. Once Tenant is out, Owner may re- rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new tenant at a lesser rent or may charge a higher rent than the Rent in this Lease. Notwithstanding the foregoing, if Tenant vacates the Apartment in violation of the terms of this Lease, then only as required by law, shall Owner use reasonable efforts to re-rent the Apartment at the lesser of the fair market value of the Apartment or the Rent paid hereunder.

C. Whether the Apartment is re-rented or not, Tenant must pay to Owner as damages:

(1) Owner's expenses for the cost of getting Tenant out and re-renting the Apartment, including, but not limited to, putting the Apartment in good condition, repairing damages, decorating and/or cleaning the Apartment for re-rental, advertising the Apartment and for real estate brokerage fees; and

(2) Owner's expenses for attorney's fees (except in the event of a default judgment).

(3) If the Owner used good faith efforts to re-rent the apartment as required by applicable law, Tenant must also pay the Rent in this Lease until apartment is rented for a rent that is the lesser of (a) fair market value or (b) the rent reserved in this Lease.

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

E. If the Rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid Rent and damages which Tenant owes Owner, Tenant cannot receive the difference. Owner's willful failure to re-rent to another tenant will not release or change Tenant's liability for damages.

18. ADDITIONAL OWNER REMEDIES If Tenant does not do everything Tenant has agreed to do, or if Tenant does anything which shows that Tenant intends not to do what Tenant has agreed to do, Owner has the right to ask a Court to make Tenant carry out Tenant's agreements or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 16 and 17 of this Lease.

19. FEES AND EXPENSES (INCLUDING BUT NOT LIMITED TO LEGAL FEES)

A. Tenant must reimburse Owner for any of the following fees and expenses incurred by Owner:

(1) Making any repairs to the Apartment or the Building, including any appliances in the Apartment, which result from misuse, omissions or negligence by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other visitors to the Apartment;

(2) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concerning the Apartment or the Building which Tenant, the Permitted Occupants of the Apartment, the Tenant

Parties, or any other persons who visit the Apartment or work for Tenant have caused;

(3) Preparing the Apartment for the next tenant if Tenant moves out of the Apartment before the Lease ending date without Owner's prior written consent;

(4) Any legal fees and disbursements for the preparation and service of legal notices; legal actions or proceedings brought by Owner against Tenant because of a default by Tenant under this Lease; or for defending lawsuits brought against Owner because of the actions of Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment;

(5) Removing any of Tenant's property from the Apartment after this Lease is ended;

(6) Any miscellaneous charges payable to the Owner for services Tenant requested that are not required to be furnished Tenant under this Lease for which Tenant has failed to pay the Owner and which Owner has paid;

(7) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Lease by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment or work for Tenant.

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

B. Tenant has the right to collect reasonable legal fees and expenses incurred in a successful defense by Tenant of a lawsuit brought by Owner against Tenant or brought by Tenant against Owner to the extent provided by Real Property Law, Section 234.

20. PROPERTY LOSS, DAMAGES OR INCONVENIENCE Tenant understands and agrees that unless caused by the gross negligence or willful misconduct of Owner or Owner's representatives, agents or employees, none of these authorized parties are responsible to Tenant for any of the following (1) any loss of or damage to Tenant or Tenant's property in the Apartment or the Building due to any accidental or intentional cause, including a theft or another crime committed in the Apartment or elsewhere in the Building; (2) any loss of or damage to Tenant's property delivered to any employee of the Building (e.g., doorman, superintendent, etc.); or (3) any damage or inconvenience caused to Tenant by actions, negligence or violations of their lease made by any other tenant or person in the Building except to the extent required by law. Tenant further understands and agrees that Owner's employees are not authorized by Owner to care for Tenant's personal property. Owner is not responsible for any loss, theft, damage to Tenant's personal property, or any injury caused by the property or its use by Building employees.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or on behalf of Owner. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner. Owner will not be liable to Tenant for such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the Rent or allow Tenant to cancel the Lease.

21. FIRE OR CASUALTY

A. Tenant shall give Owner immediate notice in case of fire or other damage to the Apartment. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under subparagraph C below or by Tenant under subparagraph D below. However, the Rent will be reduced as of the date of the fire, accident or other casualty. This reduction will be based upon the square footage of the Apartment which is unusable, as determined by Owner.

B. Owner will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below. For the sake of clarity and emphasis, Owner is not required to repair or restore the Apartment or replace the furnishings, decorations or any of Tenant's property, and furthermore (unless otherwise agreed to by Owner in writing), Owner shall not be responsible for any delays due to settling insurance claims, obtaining cost estimates, labor, material, equipment and/or supply problems, force majeure or for any other delay beyond Owner's reasonable control. If the Lease is cancelled, Owner need not restore the Apartment.

C. After a fire, accident or other casualty in the Building, Owner may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving Tenant written notice of this decision within the later of sixty (60) days after the date when the damage occurred or ten (10) business days after Owner is advised by its insurance carrier as to the amount of insurance proceeds it will have available to restore the Apartment. If there is substantial damage to the Apartment or if the Apartment is completely unusable, Owner may cancel this Lease by giving Tenant written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives Tenant such notice, this Lease will end sixty (60) days from the last day of the calen dar month in which Tenant was given notice.

D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in thirty (30) days, Tenant may give Owner written notice that Tenant ends the Lease. If Tenant gives that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund Tenant's Security Deposit and the pro-rata portion of Rent (and Additional Rent, as applicable) paid for the month in which the casualty happened.

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

F. Tenant acknowledges that if fire, accident, or other casualty causes damage to any of Tenant's personal property in the Apartment, including, but not limited to Tenant's furniture and clothes, the Owner will not be responsible to Tenant for the repair or replacement of any such damaged personal property unless such damage was as a result of the Owner's negligence.

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

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

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

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

25. BILLS AND NOTICE; ELECTRONIC SIGNATURES

(A) Notices to Tenant. Any notice from Owner or Owner's agent or attorney will be considered properly given to Tenant if it (1) is in writing; (2) is signed by or in the name of Owner or Owner's agent or attorney; and (3) is (a) addressed to Tenant at the Apartment and delivered to Tenant personally or sent by registered or certified mail to Tenant at the Apartment or (b) sent to Tenant electronically to an email address Tenant has provided to Owner or an email address from which Tenant communicated by email to Owner. The date of service of any written notice by Owner to Tenant under this Lease is the date of delivery or mailing of such notice.

(B) Notices to Owner. If Tenant wish to give a notice to Owner, Tenant 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 Tenant written notice.

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

26. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

A. Both Tenant and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim (excluding compulsory counterclaims) on any matters concerning this Lease, the relationship of Tenant and Owner as lessee and lessor or Tenant's use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims for personal injury or property damage.

B. If Owner begins any court action or proceeding against Tenant which asks that Tenant be compelled to move out, Tenant cannot make a counterclaim unless Tenant is claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Building.

27. NO WAIVER OF LEASE PROVISIONS

A. Even if Owner accepts Tenant's Rent and/or Additional Rent or fails once or more often to take action against Tenant when it has not done what Tenant has agreed to do in this Lease, the failure of Owner to take action or Owner's acceptance of Rent and/or Additional Rent does not prevent Owner from taking action at a later date if Tenant does not do what Tenant has agreed to do herein.

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

C. If Tenant pays and Owner accepts an amount less than all the Rent and/or Additional Rent due, the amount received shall be considered in payment of all or part of the earliest Rent and/or Additional Rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the Rent and/or Additional Rent due unless there is a written agreement between Tenant and Owner.

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

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

29. HOLDOVER

A. At the end of the Term, Tenant shall: (1) return the Apartment to the Owner in broom clean, vacant and in good condition, ordinary wear and tear excepted; (2) remove all of Tenant's property and all of Tenant's installations, alterations and decorations (if so directed by Owner); and (3) repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term ordinary wear and tear excepted.

B. Tenant hereby indemnifies and agrees to defend and hold Owner harmless from and against any loss, cost, liability, claim, damage, fine, penalty and expense (including reasonable attorneys' fees and disbursements but excluding consequential or punitive damages) resulting from delay by Tenant in surrendering the Apartment upon the termination of this Lease, including any claims made by any succeeding tenant or prospective tenant or successor landlord founded upon such delay.

C. If Tenant holds over possession after the expiration date of the Lease or earlier termination of the Lease term or any extended term of this Lease, such holding over shall not be deemed to extend the term of this Lease or renew this

Lease. Under no circumstances (1) will such holdover constitute a month-to-month tenancy, (2) shall this Article 29 imply any right of Tenant to remain in the Apartment after the expiration or earlier termination of this Lease, (3) will Owner be prohibited from exercising any rights permitted by law against a holdover tenant; or (4) will any monies paid by Tenant or accepted by Owner (e.g., Rent, Additional Rent, holdover rent or otherwise) after the expiration or earlier termination of this Lease be deemed to reinstate any form of tenancy between Tenant and Owner. In connection with such holdover, Tenant shall pay the following charges for the use and occupancy of the Apartment for each calendar month or part thereof (even if such part shall be a small fraction of a calendar month), which total sum Tenant agrees to pay to Owner per month promptly upon demand, in full, without set-off or deduction:

i) Up to TWO (2) times the highest monthly Rent set forth in this Lease, plus

ii) Items of Additional Rent that would have been payable monthly pursuant to this Lease, had this Lease not expired or terminated,

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

30. DEFINITIONS

A. Owner: The term "Owner" means the person or organization receiving or entitled to receive Rent and Additional Rent from Tenant for the Apartment at any particular time other than a rent collector or managing agent of Owner. Owner is the person or organization that owns legal title to the Apartment. It does not include a former owner, even if the former owner signed this Lease.

B. Tenant: The Term "Tenant" means the person or persons signing this Lease as lessee and the respective heirs, distributes, executors, administrators, successors and assigns of the signer. This Lease has established a lessor-lessee relationship between Owner and Tenant.

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

32. INSURANCE

A. As a material inducement for Owner to enter into this Lease, owner may require Tenant to obtain (1) liability insurance insuring Tenant, the Permitted Occupants of the Apartment, the Tenant Parties and any other people visiting the Apartment, and (2) personal property insurance insuring Tenant's furniture and furnishings and other items of personal property located in the Apartment. Tenant may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment unless otherwise directed by Owner. Tenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.

B. Owner is not liable for loss, expense, or damage to any person or property, unless due to Owner's gross negli gence or wrongful acts. Owner is not liable to Tenant for permitting or refusing entry of anyone into the Building. Tenant must pay for damages suffered and reasonable expenses of Owner relating to any claim arising from any act, omission or neglect by Tenant. If an action is brought against Owner arising from Tenant's acts, omissions or neglect, Tenant shall defend Owner at Tenant's sole cost and expense with an attorney reasonably acceptable to Owner. Tenant is responsible for all acts, omissions or neglect of the Tenant Parties.

C. Tenant shall indemnify and save harmless Owner from and against any and all liability, penalties, losses, damages, expenses, suits and judgments arising from injury during the term of this Lease to person or property of any nature and also from any matter growing out of the occupation of the Apartment, provided however that such is not the result of Owner's gross negligence or wrongful acts or that of Owner's employees, or agents. Tenant agrees, at Tenant's sole cost and expense to procure and maintain at all times during the Lease term the following insurance:

(i) General Liability Insurance for an amount **not less than <u>$300,000.00</u>** Dollars and

(ii) Renters Insurance, which covers any, and all personal property or belongings contained in the Apartment. Tenant agrees to hold Owner harmless regarding these personal belongings due to loss or damage except in cases of Owner's gross negligence.

D. The aforementioned insurance policies shall name Owner and the property manager (if applicable) as additional insureds or interests, as applicable. If renters insurance is required, in the event of Tenant's failure to procure and/or maintain the aforementioned policies prior to the date possession of the Apartment is ready to be delivered to Tenant on the Lease Commencement Date, Owner may (i) refuse to deliver possession of the Apartment to Tenant until such time as evidence of such insurance is delivered by Tenant to Owner (however, Tenant shall nonetheless remain responsible for the payment of Rent and Additional Rent as of the Lease Commencement Date), and/or (ii) order such insurance policies, pay the premiums, and add the amount thereof to the Rent next coming due as Additional Rent, and the Owner shall have all rights and remedies for the collection thereof as is provided for collection of ordinary Rent. The abovementioned insurance policies shall provide for no less than thirty (30) days' notice of cancellation or modification to Owner, and Tenant shall provide Owner with a copy of such insurance policies. Evidence of the aforesaid coverage being in place shall be presented to the Owner on or before the first day of the term of this Lease and may be requested at any time during term of this Lease. Such insurance policies are to be written by a good and solvent company licensed to do business in the state of New York. Tenant shall immediately reimburse Owner for the cost of any insurance policy Owner obtains for the Apartment, including but not limited to insurance for Owner's furniture or furnishings in the Apartment. Tenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.

33. [N/A]

34. TERRACES, BALCONIES AND BACKYARDS All of the terms and conditions of this Lease apply to the terrace, balcony and/or backyard (as applicable). Tenant's use of the terrace or balcony must comply with any rules that may be provided to Tenant by Owner.

Tenant shall clean the terrace or balcony and keep the terrace or balcony free from snow, i ce, garbage and other debris. No cooking is allowed on the terrace or balcony except as may be otherwise permitted by law. Tenant may not install a fence or any addition on the terrace or balcony. Tenant is responsible for making all repairs to the terrace or balcony if caused by Tenant, the Tenant Parties or any other visitor to the Apartment, at Tenant's sole expense.

35. [N/A]

36. PETS

A. 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. TENANT'S 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.

37. KEYS/SECURITY

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

B. Tenant agrees and understands that Tenant will be charged a re-keying fee in the sum of $350.00 for the entrance door each and every time a key replacement is required or deemed necessary by Owner if the need arises due to Tenant's loss of the key, employee changes, or request. Said charges shall be deemed Additional Rent.

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

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

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

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

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

43. NO SHORT-TERM RENTAL Under no circumstances are you permitted to rent space in the Premises to occupants on a short-term or transient basis, or for any short-term occupancy that may be governed by or prohibited by state or local laws, including, but not limited to, those applicable to transient housing, code violations or hotel taxes. You are specifically prohibited from advertising the Premises for rental by short-term or transient occupants on websites such as Airbnb, Craigslist, Expedia, Hotels.com or any other similar locator sites. It shall be considered a substantial and material breach of this Lease should we become aware of any violation of these short-term stay provisions or incur any loss as a result of your violation of this provision.

A breach of these covenants by the Tenant shall be grounds for immediate termination of the Lease by the Owner and Owner may serve a written ten (10) days' notice of cancellation of this Lease upon Tenant and, upon the expiration of said ten (10) days, this Lease and the Term shall end and expire as fully and completely as if the expiration of such ten (10) day period were the day herein definitely fixed for the end and expiration of this Lease and Tenant shall then quit and surrender the Apartment to Owner, but Tenant shall remain liable as elsewhere provided in this Lease. Owner may commence a summary proceeding to evict the Tenant from the Apartment upon the expiration of said ten (10) day period. Owner may also enforce these covenants and prohibitions in a court of competent jurisdiction by a decree of specific performance and by appropriate injunctive relief, all in accordance with applicable law.

TENANT AGREES TO INDEMNIFY AND HOLD OWNER HARMLESS FROM AND AGAINST ANY AND ALL LOSS OR DAMAGE WHICH OWNER MAY INCUR AS A RESULT OF THE BREACH BY TENANT OF ANY OF THE FOREGOING, INCLUDING, WITHOUT LIMITATION, ANY WITHHOLDING OF RENT BY TENANTS OF THE BUILDING, ANY AND ALL FINES OR PENALTIES IMPOSED ON OWNER BY ANY GOVERNMENTAL AGENCY AND ALL ATTORNEYS' FEES AND DISBURSEMENTS INCURRED BY OWNER IN CONNECTION WITH ANY LITIGATION OR NEGOTIATIONS WITH TENANT OR ANY OTHER TENANTS OF THE BUILDING, OR WITH ANY GOVERNMENTAL AGENCY, WITH RESPECT TO TENANT'S VIOLATION OF THE RESTRICTIONS AGAINST SHORT TERM RENTALS OR ADVERTISING THE APARTMENT FOR A SHORT TERM RENTAL. TENANT ACKNOWLEDGES BEING INFORMED THAT CURRENTLY THE PENALTY FOR ADVERTISING SHORT TERM RENTALS OR FOR RENTING AN APARTMENT AS A SHORT-TERM RENTAL AS DEFINED HEREIN CAN BE AS HIGH AS $7,500.00 PER VIOLATION AND TENANT SHALL BE RESPONSIBLE TO PAY THE FULL AMOUNT OF THE PENALTY.

TENANT FURTHER AGREES TO INDEMNIFY AND HOLD OWNER HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, LOSS OR DAMAGE RESULTING FROM OWNER, ITS AGENTS OR EMPLOYEES, GRANTING ACCESS TO THE BUILDING TO ANYONE RENTING THE APARTMENT FROM TENANT ON A SHORT-TERM BASIS OR OTHERWISE.

44. INDEMNIFICATION Tenant shall indemnify and save harmless Owner and Owner's agents and, at Owner's option, defend Owner and Owner's agents against and from any and all claims against Owner and Owner's agents arising wholly or in part from any act, omission or negligence of Tenant or the Tenant Parties. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs, damages and expenses of any kind or nature (including without limitation attorney's and other professional fees and disbursements) incurred in or in connection with any such claims (including any settlement thereof) or proceeding brought thereon, and the defense thereof

45. NOISE Tenant shall not create any unreasonable noise levels which shall interfere with the quiet enjoyment of the other tenants of the Building or the neighbors of the Building. Tenant agrees to promptly notify Owner in writing of all noise complaints or summons which Tenant receives in writing, and to submit a proposal reasonably satisfactory to Owner as to how to handle same and assure that such complaints shall not recur.

46. WAIVER OF LIABILITY Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and property of Owner in the Apartment or to any proceeds obtained by Owner as a result of a sale by Owner of the Apartment, for the collection of any judgment (or other judicial process) requiring the payment of money by Ow ner in the event of any default or breach by Owner with respect to any of the terms and provisions of this Lease to be observed and/or performed by Owner, subject, however, to the prior rights of any lessor under a superior lease or holder of a superior mortgage. No other assets of Owner or any partner, officer, director or principal of Owner, shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim hereunder.

47. OWNER'S APPROVAL If Tenant shall request Owner's approval or consent and Owner shall fail or refuse to give such approval or consent, Tenant shall not be entitled to any damages for any withholding or delay of such approval or consent by Owner, it being intended that Tenant's sole remedy shall be an action for injunction without bond or specific performance (the rights to money damages or other remedies being hereby specifically waived. Furthermore, such remedy shall be available only in those cases where Owner shall have expressly agreed in writing not to unreasonably withhold its consent or approval (as applicable), or where as a matter of law, Owner may not unreasonably withhold its consent or approval. In such event, provided Tenant is successful therein, Owner shall be responsible to pay Tenant's actual costs and expenses incurred therein, including reasonable attorneys' fees.

48. BANKRUPTCY; INSOLVENCY If (1) Tenant files a voluntary petition in bankruptcy or insolvency or are the subject of an involuntary bankruptcy proceeding, (2) Tenant assigns property for the benefit of creditors, or (3) a non-bankruptcy trustee or receiver of Tenant's or Tenant's property is appointed, Owner may give Tenant thirty (30) days' notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the thirty (30) day period, the Term shall end as of the date stated in the notice. Tenant must continue to pay Rent and Additional Rent and any damages, losses and expenses due Owner without offset.

49. CONTROLLING LAW Tenant acknowledges that by negotiating and entering into this Lease, Tenant has transacted business within the State of New York. Any action, proceeding or claim arising out of this Lease or breach thereof, shall be litigated within the State of New York and the parties consent to the personal jurisdiction of the courts (including the New York City Housing Court) within the State of Ne w York and consent that any process may be served either personally, by facsimile or by certified or registered mail, return receipt requested, to Tenant at Tenant's address as set forth in this Lease, or in any manner provided by New York Law.

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

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

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

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

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

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

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

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

57. ALARM SYSTEM If applicable, Tenant hereby acknowledges and agrees that the Apartment comes equipped with an alarm system (the "Alarm System") which must be turned on each and every time that Tenant leaves the Apartment unoccupied for an extended period of time. Owner shall deliver codes to Tenant to the Alarm System prior to Lease commencement. Tenant acknowledges that Tenant shall not change the Alarm System codes under any circumstances without the prior written consent of Owner. Tenant acknowledges and agrees that the fore going is a material inducement for Owner to enter into this Lease, and but for said covenant, Owner would not have executed this Lease. Notwithstanding the presence of the Alarm System in the Apartment, Tenant hereby acknowledges and agrees that Owner will not be responsible for any loss or lost or stolen personal property, equipment, money or any article taken from the Apartment regardless of how or when such loss occurs.

58. THIRD PARTY BENEFICIARY This Lease is an agreement solely for the benefit of Owner and Tenant (and their permitted successors and/or assigns). No person, party or entity other than Owner and Tenant shall have any rights hereunder or be entitled to rely upon the terms, covenants and provisions contained herein. The provisions of this Article 59 shall survive the termination hereof.

59. MOVING IN, VACATING APARTMENT AND TERMINATION

A. Should Owner become concerned with the inadequate care and/or supervision of Tenant's moving company's crew, Tenant shall instruct moving personnel to comply with Owner's reasonable request for added protection throughout the Apartment. All moving personnel must be fully insured, and reasonable proof of such insurance must be supplied to Owner before moving will be permitted on or in the Apartment.

B. In the course of Tenant's moving in, out or having items delivered to the Apartment, should there be any damage to the halls, doors or any other part of the Apartment or the Building, Tenant shall be responsible to pay for the repair of such damage.

C. Upon the expiration of this Lease, Tenant shall return the Apartment in broom clean condition. Additional cleaning charges incurred by Owner due to Tenant's breach of this Article 62 shall be borne by Tenant and shall be deemed Additional Rent.

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

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

62. FLOORS. Apartment floors shall be covered with rugs or carpeting to the extent 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.

SIGNATURES CONTINUED ON NEXT PAGE

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

BY: 312 CONEY ISLAND AVENUE LLC

(Owner/Agent) *Date*

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:00:10 PM EDT
Key: 3D1AD7BC; IP Address: 23.47.58.142

Daniel Kellen Tyler-Caufield *(Tenant)* *Date*

EXHIBIT B

STANDARD FORM OF APARTMENT

LEASE

ATTACHED OWNER'S RULES AND REGULATIONS WHICH ARE A PART OF THE LEASE AS PROVIDED BY ARTICLE 10.

1. **Public Access Ways**
   - **(a)** Tenants shall not block or leave anything in or on fire escapes, the sidewalks, entrances, driveways, elevators, stairways, or halls of the Building. 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 are as or common areas of the Building.
2. **Bathroom and Plumbing Fixtures** 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.
3. **Refuse** Carpets, rugs or other articles shall not be hung or shaken out of any window of the Apartment or 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 of the Building. Tenants shall not place any articles outside of the Apartments or outside of the Building except in safe containers and only at places designated by Owner.
4. **Elevators** 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 ent ering and leaving, and the passenger elevators, if any, shall not be used by them for any purpose.
5. **Laundry** 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.
6. **Keys and Locks** Owner may retain a pass key to the apartment. Tenant 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.
7. **Noise** 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 CD player, radio or television set so as to disturb or annoy any other occupant of the Building.
8. **No Projections** An aerial may not be erected on the roof or outside wall of the Building without the written consent of Owner, in Owner's sole discretion. Also, awnings or other projections shall not be attached to the outside walls of the Building or to any balcony or terrace.
9. **No Pets** 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, pets shall not be permitted on any passenger elevator or in any public portion of the building. Also, pets are not permitted on any grass or garden plot under any condition. THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH TENANT IS A MATERIAL REQUIREMENT OF EACH LEASE. TENANT'S FAILURE TO OBEY THIS RULE SHALL BE CONSIDERED A MATERIAL BREACH BY TENANT UNDER THE LEASE AND OWNER MAY ELECT TO END THE LEASE BASED UPON THIS VIOLATION.
10. **Moving** 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.
11. **Floors** 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.
12. **Window Guards** IT IS A VIOLATION OF LAW TO REFUSE, INTERFERE WITH INSTALLATION, OR REMOVE WINDOW GUARDS WHERE REQUIRED. (SEE ATTACHED WINDOW GUARD RIDER)
13. **Odors** Tenants shall not permit objectionable odors to emanate from the Apartment or the Building.
14. **Smoke and Carbon Monoxide Detectors** Tenants shall not remove batteries from smoke or carbon monoxide detectors or in any other way disarm them.

MOLD DISCLOSURE ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **July 28, 2026**, and is between the Owner of **One Park Point AKA 11 Ocean Parkway** ("Owner") and **Daniel Kellen Tyler-Caufield**, (collectively and individually "Residents"), for the premises at **1 Park Point #817, Brooklyn, NY 11218** (the "Leased Premises"), which is located within **One Park Point AKA 11 Ocean Parkway** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

MOLD WARNING

Mold consists of naturally occurring microscopic organisms which reproduce by spores. Mold breaks down and feeds on organic matter in the environment. The mold spores spread through the air and the combination of excessive moisture and organic matter allows for mold growth. Not all, but certain types and amounts of mold can lead to adverse health effects and/or allergic reactions. Not all mold is readily visible, but when it is, can often be seen in the form of discoloration, ranging from white to orange and from green to brown and black, and often there is a musty odor present. Reducing moisture and proper housekeeping significantly reduces the chance of mold and mold growth. If moisture is allowed to accumulate in the Leased Premises, it can cause mold and mildew growth. Mold can grow on damp surfaces within 24 to 48 hours. There are no established guidelines for unacceptable air quality caused by mold.

OWNER'S DISCLOSURE

Owner has inspected the Leased Premises and has no knowledge of mold and/or mildew contamination located in or around the Leased Premises.

MOLD/MILDEW PREVENTION

To prevent mold and/or mildew contamination, Residents shall maintain the Leased Premises in a manner that prevents mold or mildew growth within the Leased Premises, which includes, but is not limited to:

1. Inspecting the Leased Premises regularly for the indications and sources of indoor moisture.
2. Keeping the Leased Premises free from moisture, dirt and debris that can harbor mold. Maximizing the circulation of air by keeping furniture away from walls and out of corners.
3. Cleaning and drying any visible condensation/moisture on windows and window tracks, walls, and any other surfaces, including personal property, as soon as reasonably possible.
4. Using reasonable care to close all windows and other openings to prevent outdoor water from penetrating into the interior of the Leased Premises.
5. Utilizing bathroom fans while showering or bathing, and utilizing stove hood vents/exhaust fans whenever cooking, washing dishes, or cleaning.

Residents agree to immediately notify Owner, in writing, of the presence of any mold or mildew growth on surfaces inside the Leased Premises. In furtherance of such obligation, Residents agree to immediately notify Owner, in writing of any discoloration evidenced on walls, floors, or ceiling and/or any water intrusion, such as roof leaks, window leaks, plumbing leaks, drips, flooding, or "sweating" walls or pipes. Residents shall allow Owner to enter the Leased Premises to inspect and make necessary repairs, in the event mold or water intrusion is present. If Residents fail to comply with this Addendum, Residents can be held responsible for property damage to the Leased Premises and any health problems that may result.

INTENDING TO BE BOUND, the parties hereto have executed this Addendum as of the day and year first above written.

312 Coney Island Avenue LLC

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:00:22 PM EDT
Key: 3D1AD7BC; IP Address: 23.38.164.81

Daniel Kellen Tyler-Caufield *(Resident/Co-Resident)* *Date* | *(Owner/Agent)* *Date*

SPRINKLER DISCLOSURE LEASE RIDER

This Lease Rider ("Rider") is made part of the Residential Lease Contract (the "Lease") dated **July 28, 2026**, and is between the Owner of **One Park Point AKA 11 Ocean Parkway** ("Owner") and **Daniel Kellen Tyler-Caufield**, (collectively and individually "Tenants"), for the premises at **1 Park Point #817, Brooklyn, NY 11218** (the "Leased Premises"), which is located within **One Park Point AKA 11 Ocean Parkway** (the "Building"). All capitalized terms used but not defined herein shall have the meaning set forth in the Lease. Where the terms and conditions of this Rider vary or conflict with the terms and conditions of the Lease, the terms and conditions of this Rider shall control.

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. 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)).

- ☐ There is **NO** Maintained Operative Sprinkler System in the Leased Premises.
- ☒ There is a Maintained Operative Sprinkler System in the Leased Premises.
  - **A.** The last date on which the Sprinkler System was maintained and inspected was on: __________________ .

Tenant acknowledges that it has read the above statements as to the Sprinkler System and that the information as to the existence or non-existence of a Sprinkler System is being provided to Tenant in accordance with New York State Real Property Law Article 7, Section 231-a.

INTENDING TO BE BOUND, the parties hereto have executed this Rider as of the day and year first above written.

312 Coney Island Avenue LLC

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:00:28 PM EDT
Key: 3D1AD7BC; IP Address: 23.38.164.81

Daniel Kellen Tyler-Caufield *(Resident/Co-Resident)*	*Date*	*(Owner/Agent)*	*Date*

AMENITIES RIDER
ONE PARK POINT AKA 11 OCEAN PARKWAY, BROOKLYN, NEW YORK

Tenant(s) of Record Name	
Daniel Kellen Tyler-Caufield	
Address 1 Park Point, Apt # 817, Brooklyn, NY 11218	**Telephone**
	Email

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE MAIN BODY OF THE LEASE DATED JULY 28, 2026, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS RIDER SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREBY.

Execution of this Rider by the undersigned (referred to herein as the "Tenant") of apartment **817** ("Apartment"), shall entitle the Tenant and authorized occupants of the Apartment to the use of the Amenities (hereinafter the "Amenities") at the premises known as **One Park Point AKA 11 Ocean Parkway**, also known as **One Park Point AKA 11 Ocean Parkway** and **One Park Point**, in the Borough of **Brooklyn**, City and State of **New York** (the "Building"), owned by **312 Coney Island Avenue LLC** ("Owner" or "Landlord") subject to compliance by the Tenant with all of the terms and conditions of this Rider.

The tenant(s) of record of apartment **817** is/are **Daniel Kellen Tyler-Caufield** (referred to herein as the "Tenant"). The Amenities include the following:

- Fitness Center (inclusive of Bathrooms and Studio)
- Library
- 12th Floor Lounge inclusive of the 12th Floor Outdoor Terrace; and
- 13th Floor Outdoor Terrace.

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

1. **Tenant shall pay Owner a monthly fee ("Amenities Fee") in advance, on the first day of each month. The Amenities will initially be $75.00 per month. Owner may increase the Amenities Fee on thirty (30) days prior notice to Tenant. In the event that the Amenities Fee is not received on or before the fifth (5th) day of the month, a late charge shall be charged in accordance with the late payment provisions of the Lease. Amenity fee is per lease holder on the lease and occupant over the age of 18 years old. This fee is mandatory and cannot be waived.**
2. Tenant (and authorized occupants) shall be provided with an access device, which may consist of a physical key, an electronic key fob, key card, smartphone application, or other device for gaining admission to the Amenities (such device, in whatever form it may take from time to time, is hereinafter referred to as the "Access Device"). The Access Device assigned to the Tenant and said occupants shall be used solely by the Tenant and said occupants and shall not be transferable, except as provided herein. Owner may change the type of Access Device provided to Tenant at any time without such change being considered a change in service.
3. Use of the Amenities shall be on a first come, first served basis. The Owner does not guaranty availability of the Amenities to everyone at all times, and the use of the Amenities shall be subject to reasonable rules and regulations as determined by the Owner, and may be utilized only by people who reside in the subject building.
4. **Hours of Operation:** The Amenities hours of operation are specified herein. The hours of operation are subject to change by Owner at any time.
5. **General Rules & Regulations:**

   A. Except where specified herein, proper attire for the Amenities shall consist of, at a minimum, shirt, shorts, and footwear.

   B. Tenant agrees and understands that **all Amenities** are smoke-free (i.e. smoking is not permitted) and food and beverage use is subject to the Rules that are and/or will be posted.

   C. Except where specified herein, no use of electrical appliances is permitted, and no music may be played or produced.

   D. All independent service providers (personal trainers, swim instructors, etc.) must register prior to being allowed entry to the Amenities and must be accompanied by Tenant. Tenant can refer to on site Building management for registration information.

   E. Tenant must adhere to the age limit restrictions per designated area.

   F. A tenant wishing to bring a guest(s) must register their guest(s) in advance. Except where specified herein, the tenant wishing to bring a guest must at least eighteen (18) years of age. Each guest must pay **$15.00** per day. However, registered guests who are listed on the resident portal, such as a nanny/babysitter/caregiver, shall not be subject to the **$15.00** guest charge.

   G. Under no circumstances are any guests to receive instruction from personal trainers, swim instructors, exercise class instructors, or any other instructor.

   H. Except where specified herein, a non-resident caretaker/guardian shall be considered a guest.

   I. Tenant may bring up to **two (2)** guests maximum at a time. The first guest is free and the second guest shall pay a **$15.00** fee.

   J. Except where specified herein, all guests must be accompanied by the Tenant throughout the visit.

   K. Tenants shall have a priority for the use of the Amenities.

   L. Tenant agrees that s/he will not permit the guest to do anything that will interfere with the rights, comforts or convenience of other Tenant, and Tenant shall be liable for the behavior and actions of any guest they bring. Therefore, it is recommended that Tenant obtain insurance (renter's insurance) for their respective apartment. If Tenant obtains renter's insurance, Tenant must name thereon the Owner herein and its "principals and agents" as "additional assureds".

6. **Fitness Center (inclusive of bathrooms and Sudio)– Rules & Regulations**

   A. The hours of operation for the Fitness Center are as follows: **7 days per week, 24hrs *subject to change**

   B. The Gymnasium shall be used only by persons who are least sixteen (16) years of age or older. Children under the age of sixteen (16) must be accompanied by an adult guardian.

   C. Equipment use is on a first come, first serve basis. When other Tenants are waiting to use a piece of exercise equipment, Tenant shall limit his/her use of said piece of equipment to thirty (30) minutes.

   D. After Tenant has completed using a piece of equipment, Tenant must wipe down the piece of equipment.

   E. Tenant must return any equipment accessories used to their original location.

   F. Tenant must not drop weights or make loud noises during his/her workout.

   G. Food and drink are prohibited in exercise spaces, except for water in shatterproof bottles.

   H. Tenant is responsible for disposing of all garbage (cups, wipes, etc.).

   I. Open toed shoes and/or bare feet are not permitted.

   J. Management is not responsible for any personal items left in the Fitness Center.

7. **Library – Rules & Regulations**

   A. The hours of operation for the Library are as follows: (6am to 12am 7 days a week.

   B. No cell phone use, eating, sleeping or music playing allowed.

8. **12th Floor Lounge & Outdoor Terrace – Rules & Regulation**

   A. The hours of operation for the 12th Floor Lounge and Outdoor Terrace are as follows: ___________________

9. **13th Floor Outdoor Terrace – Rules & Regulations**

   A. The hours of operation for the 13th Floor Outdoor Terrace are as follows: ___________________

10. The Amenities may never be utilized for more than **4 hours** at a time.

11. Tenant understands and acknowledges that in the event the Tenant fails to leave the Amenities areas clean, or cause any damage to such areas, the Tenant shall be responsible for the cost of any and all necessary repairs and/or restorations, and for the cost of cleaning the area at the rate of **$250.00** per hour.

12. The Owner reserves the right to modify any of the Amenities, and/or to substitute Amenities.

13. The Tenant shall comply with all rules, regulations and directives posted by the Owner in the Amenities areas, which rules, regulations and directives may be changed from time to time by Owner in its sole discretion. The Tenant shall ensure compliance with such rules, regulations and directives by all of Tenant's guests. Failure to abide by any rules, regulations and directives may result in ejection from the Amenities areas and/or suspension or termination of this Rider in the sole and absolute discretion of the Owner in accordance with terms and conditions of ¶ 25 herein.

14. The Owner, its affiliates, agents and employees shall not be liable for loss, theft or damage to the property of Tenant or Tenant's guests. The Tenant shall be required to pay or reimburse any claim, cost, liability, fee, expense and/or attorney's fees arising from the Tenant's or Tenant's guests' negligence or misconduct, including expenses related to replacement or repair of personal property, equipment or machinery located in or about the Building and Amenities.

15. Use of the Amenities is at the Tenant's risk, and Owner assumes no responsibility or risk of loss for loss or damage to Tenant's property or bodily injury or harm to Tenant.

16. With respect to the **Gymnasium**, only adults who possess a working knowledge and ability to use the equipment and which adults are free of medical conditions such as heart, lung, tendency to have strokes and or any other serious condition which would make use of said equipment contra-indicated shall utilize the Gymnasium. Tenant further acknowledges that the use of this area will be unsupervised and Tenant further understands that the Owner herein takes no responsibilities for any accident that may occur to Tenant as a result of the use of equipment or occupant's use of the equipment in the Gymnasium and Tenant has herein agreed that if Tenant and/or occupant uses and or utilizes said equipment that Tenant's use thereof shall be at Tenant's sole risk. Tenant and authorized occupants should consult with a physician and or doctor prior to using such equipment.

17. To the fullest extent permitted by law, Tenant shall indemnify, defend, and hold harmless the Owner, Owner's Managing Agent, and their respective members, shareholders, employees and agents, from and against all claims, damages losses and expenses, including attorney's fees, arising out of or resulting from use of the Amenities, attributed to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting therefrom, or which is caused in whole or in part by any negligent act or omission of the Tenant and/or their guest(s) or anyone else.

18. Tenant assumes the risk of the use of the Amenities. Tenant expressly waives and releases Owner, Owner's Managing Agent, and their respective members, shareholders, employees and agents, from all claims against Owner and agrees to hold all of them harmless for any loss, damage or injury resulting from the use of the Amenities, regardless of the cause. Owner, Owner's Managing Agent, and their respective members, shareholders, employees and agents, shall not be liable for any injury or damage to persons or property, or damages caused by other Tenants or persons in the Building, arising from the use of the Amenities.

19. Tenant covenants and agrees, at his/her/their sole cost and expense, to the fullest extent permitted by law, to indemnify, defend and hold Owner, its partners, directors, officers, members, managers, employees, servants, representatives and agents harmless against any and all claims or loss (including attorney's fees, witnesses' fees and all courts costs), damages, expense and liability (including statutory liability) by or on behalf of any person, firm or corporation, resulting from, arising out of or in connection with the use of the Amenities, including, without limitation: (a) the conduct or management the premises by Tenant (or any person holding or claiming through or under Tenant) or anyone else; (b) the condition of the premises, or any use, nonuse, possession, management or maintenance of the premises; (c) any breach

or default on the part of Tenant in the performance of any of Tenant's covenants or obligations under this Rider; (d) any act, negligence or default or error or omission or breach of contract by or of Tenant, or any of its agents, servants, employees, contractors, invitees or Tenants or of any person holding or claiming through or under Tenant; and (e) any accident, injury or damage whatsoever caused to any person, firm or corporation occurring as the result of any work or thing whatsoever done by Tenant (or person holding or claiming through or under Tenant) in or about the premises. Further, Tenant agrees to indemnify and hold Owner harmless against and from all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon, and in case any action or proceeding shall be brought against Owner by reason of any such claim, Tenant, upon notice from Owner, agrees to resist and defend such action at Tenant's sole cost and expense.

20. The foregoing indemnity shall include claims or losses or damages arising out of any negligent or wrongful act, error or omission, in connection with the use of the Amenities by the Tenant, and shall also include injury or death of any guest of the Tenant. Tenant's liability under this indemnification is not limited to the limits of insurance.

21. Tenant shall be responsible for the loss or damage to furniture and equipment provided to Tenant for Tenant's use of the Amenities, and shall comply with all rules, regulations and directives that may be posted from time to time relating thereto.

22. Default and Termination

A. If Tenant and/or an authorized occupants fails to carry out any provision of this Rider, other than payment of the Amenities Fee, Tenant defaults under the Rider.

B. If Tenant defaults under the Rider, Owner may give Tenant with a written notice to stop or correct the specified default within ten (10) days. If Tenant does not stop or correct the default within ten (10) days, Owner may give Tenant a second written notice that Tenant's rights under this Rider will end seven (7) days after the date the second written notice is sent to Tenant. At the end of this seven (7) day period, the provisions in this Rider will end and Owner may immediately turn off Tenant's and qualified occupants' Access Device(s). In addition to the foregoing, Owner shall have the right to ask a court to give the Owner such other relief as the Court can provide.

C. If Tenant does not pay the Amenities Fee when this Rider requires, and the Amenities Fee remains unpaid ten (10) days after Owner gives Tenant notice that the Amenities Fee has not been received, Owner may immediately turn off Tenant's and qualified occupants' Access Device(s). To have the Access Device(s) turned back on, Tenant must pay all past due Amenities Fees plus a **$250.00** administrative fee. Additionally, Owner shall have the right to ask a court give the Owner such other relief as the Court can provide.

D. Any notice which Owner desires or is required to give to Tenant or is required to give to Tenant may be sent to Tenant by certified or registered mail, return receipt requested, addressed to Tenant at the Apartment, or by email or facsimile transmission.

E. The rights of Tenant under this Rider shall immediately terminate at such time as the Tenant vacates the Apartment or the Apartment's Lease terminates or expires, or as provided in paragraph 22(B) or 22(C) above, in any such case without Owner having to commence any legal action or proceeding.

F. Tenant shall not assign or sublet this Rider. In any such event, the Rider may be immediately be revoked by Owner.

G. Once this Rider has been ended, whether because of default or otherwise, Tenant gives up any right Tenant might otherwise have to reinstate or renew the Rider except as otherwise expressly provided herein.

H. Notwithstanding any provision of the Lease to the contrary, Tenant’s right to access, use, or reserve any building amenities, including but not limited to the children’s playroom and resident lounge, is expressly conditioned upon Tenant maintaining a current account with Landlord.

I. In the event Tenant fails to pay any rent, additional rent, fees, or other charges when due, and any such amount remains outstanding, Landlord shall have the right, without notice, to immediately suspend Tenant’s access to and reservation privileges for all amenities. Such suspension shall remain in effect until all outstanding amounts are paid in full and Tenant’s account is brought current.

J. Landlord’s exercise of this right shall be in addition to, and shall not limit, any other rights or remedies available under the Lease or applicable law.

23. Notice

A. Any notice which Owner desires or is required to give to Tenant or is required to give to Tenant may be sent to Tenant by certified or registered mail, return receipt requested, addressed to Tenant at the Apartment, or by email or facsimile transmission.

B. Notice to Owner must be given by certified mail, return receipt requested, at Owner/s address set forth above or such other address as Owner may designate in writing.

C. Any notice shall be deemed given on the date it is posted if mailing is used.

24. Surrender

A. Upon the expiration or earlier termination of this Rider, Tenant shall surrender all keys and/or access cards to the Amenities to the Owner.

B. Any expenses incurred by Owner for Tenant's failure to surrender the keys and/or access cards to the Owner upon expiration or earlier termination of this Rider, shall be charged to Tenant as additional rent under the Lease. Any attorney's fees and disbursements incurred as a result of legal action taken by Owner or its agents to enforce this Rider shall be charged to Tenant and shall be payable as additional rent pursuant to the Lease

25. This Rider shall constitute a Rider only and shall not be construed under any circumstances to constitute (a) any right, title, estate or interest in the Amenities or (b) a lease or a conveyance of personal or real property by Owner to Tenant. This Rider grants to Tenant only a personal privilege revocable by Owner on the terms set forth herein.

26. This Rider has been made under and shall be construed and interpreted under and in accordance with the laws of the State of New York without regard to principles of conflict of laws.

27. This Rider contains the entire agreement of the parties hereto with respect to the subject matter herein and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect. The failure of either party to insist in any instance on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This Rider cannot be changed or terminated orally, and can be modified only in writing, executed by each party hereto.

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

312 Coney Island Avenue LLC

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:00:48 PM EDT
Key: 3D1AD7BC; IP Address: 23.47.58.138

Daniel Kellen Tyler-Caufield *(Resident/Co-Resident)*	*Date*	*(Owner/Agent)*	*Date*

AMENITIES CONCESSION RIDER

Rider attached to and forming part of the Lease dated **July 28, 2026**, for a term commencing **September 1, 2026** and ending **August 31, 2028** (the "Term"), between **Herald Towers LLC**, as Agent for **312 Coney Island Avenue LLC** with offices at **50 W. 34th St., New York, NY 10001** (the "Owner/Agent"), and **Daniel Kellen Tyler-Caufield** (the "Tenant") for apartment number **817** in the building known as **One Park Point AKA 11 Ocean Parkway**, and located at **One Park Point AKA 11 Ocean Parkway, Brooklyn, NY 11218** (the "Apartment").

As an inducement to the Tenant to enter into the Lease, the Landlord hereby grants the Tenant the right to use the Amenity Facilities without paying the monthly fee commencing **9/1/2026** and ending on **8/31/2027**. Tenant shall commence paying the monthly fee after concession end date, unless otherwise informed to cancel membership. Tenant shall only be entitled to the benefit contained herein provided Tenant is not in default of any of its obligations under the Lease.

All other terms and conditions of the Lease remain in full force and effect.

It is expressly understood and agreed to by the Landlord and Tenant that the benefit provided for herein is for **the above lease term only**. Any renewal of the Lease shall not incorporate the benefit provided for herein, and any rent increase shall be based upon the orders of the Rent Guidelines Board (or otherwise provided by applicable law or regulation) and shall be made to the legal regulated rent as shown in paragraph 3 of the original Lease or the most recent lease renewal as applicable without regard to the benefit provided for in this Rider.

The Tenant and Landlord acknowledge that this agreement is fair and reasonable and is not the result of any fraud, duress, coercion, pressure, harassment or undue influence exercised by either party.

312 Coney Island Avenue LLC

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:00:54 PM EDT
Key: 3D1AD7BC; IP Address: 23.38.164.81

Daniel Kellen Tyler-Caufield *(Resident/Co-Resident)*	*Date*	*(Owner/Agent)*	*Date*

ANIMAL ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **July 28, 2026**, and is between the Owner of **One Park Point AKA 11 Ocean Parkway** ("Owner") and **Daniel Kellen Tyler-Caufield**, (collectively and individually "Residents"), for the premises at **1 Park Point #817, Brooklyn, NY 11218** (the "Leased Premises"), which is located within **One Park Point AKA 11 Ocean Parkway** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

1. No animals are permitted without the prior written consent of Owner. Any such consent may be revoked at any time, with or without cause, by giving **seven (7)** days written notice to Residents. Except to the extent written permission is given, animals may not be brought upon the Leased Premises, whether such animals belong to Residents or to any other person. The presence of any animals as to which written permission has not been given and is not currently in force, even if such animals are "just visiting," shall be deemed a material and incurable breach of this Addendum and shall be cause for the service of a notice terminating the tenancy. Service animals or companion animals are not subject to these provisions; however, Owner may require a written statement from a qualified professional verifying the need for the service or companion animal.

2. Subject to strict compliance with this Addendum, you are permitted to have the following **0** animal(s) on the Leased Premises:

No pets have been authorized at this time.

3. **RENT.** A total monthly animal rent of **$0.00** is required. The animal rent shall be due and payable with Residents' monthly rental payment.

4. **DEPOSIT.** An additional deposit of **$0.00** is required. Upon vacating the Leased Premises, Owner shall do an inspection of the Leased Premises and any sanitizing or damage attributable to the animal(s) shall be charged to Residents accordingly. The animal deposit will be considered part of the general security deposit and can be applied to all damages. This additional security deposit shall be deemed part of the general security deposit for all purposes. The security deposit amount set forth in this Addendum is in addition to, and not in lieu of, any other security deposit paid by Residents. Refund of the security deposit will be subject to the terms and conditions set forth in the Residential Lease Contract.

5. **COMMUNITY RESTRICTIONS.**
   - **A.** Animals must be under Residents' control when outside of Leased Premises and shall not be tied to anything or left unattended outside of Leased Premises. Residents shall be limited to a maximum of **2** animal(s) weighing not more than **50 lbs** per animal when fully grown, unless otherwise given written permission by Owner.
   - **B.** When animal is acquired, additional sums may be required to be paid by Residents. Service or companion animals are not subject to this provision nor the standard animal deposits and animal rent requirements; however, Owner may require a written statement from a qualified professional verifying the need for the service animal or companion animal.
   - **C.** Residents are responsible for the immediate removal of animal's waste. Animal owners are required to purchase and carry scoopers and/or trash bags when walking dogs within community, including designated dog run areas. Some communities may be equipped with pet waste disposal stations.
   - **D.** Residents may not leave the animal on the patio, balcony or in the yard for extended periods of time.
   - **E.** Pets are not allowed in the amenity areas, including the outdoor terraces..
   - **F.** Patios should be kept clean of animal droppings. During hot weather, especially, odors from such can be extremely offensive to neighbors. No food is to be left outside.
   - **G.** Because of health regulations, non-service animals are not permitted in or around the pool area, laundry rooms, or other recreational facilities. Any mess on the grounds created by the animal shall immediately be cleaned up by the pet owner.
   - **H.** Owner is not obligated to make necessary or requested repairs while an animal is present in the Leased Premises.
   - **I.** A charge of **$100.00** will be assessed for flea spraying in a Leased Premises which has contained an animal.

6. **INOCULATION.** Said animal has been properly licensed and has current inoculations for the type of animal.

7. **DISTURBANCE.** Residents will be asked to remove any animal that regularly disturbs residents, whether inside or outside, or constitutes a problem or obstruction to the agents and employees of Owner from properly performing their functions, duties and responsibilities.

8. **REVOCATION.** If Residents fail to remove said animal following complaints from residents and requests from Owner, the Residents agree, on **seven (7)** days written notice, to remove animal from the Leased Premises permanently or lease will be terminated. Owner may revoke the consent given herein upon **seven (7)** days written notice, which revocation will require Residents to remove the animal from the Leased Premises within said **seven (7)** days.

9. **OWNER'S LIABILITY.** In the event of injury or death of a pet, Owner will not be liable to Residents, any member of Residents' household, occupants, guests, invitees, or other persons for any indirect, incidental, consequential or special damages, whether foreseeable or not nor however caused, even if Owner is advised of the possibility of such damages. Notwithstanding the foregoing, in no event will Owner's liability exceed the lesser of the current fair market price of the pet or **$100,000.00**.

10. **VIOLATION OF RULES/VIOLATION FEE.** If Residents, any member of Residents' household, occupants, guests, invitees, or other persons violate any rule or provision of this Animal Addendum, then Owner may demand that Residents remove the animal permanently from the Leased Premises. Owner also has all other rights and remedies set forth in the Residential Lease Contract, including but not limited to damages, termination, and eviction. If Residents fail to clean up animal waste from any part of the Residential Community and Owner, as a result of Residents' noncompliance, is required to make arrangements to have the waste cleaned up, Residents shall pay Owner a sum of **$25.00**, per occurrence, as a liquidated damage. Said sum shall not limit Owner's right to terminate the tenancy, force Residents to remove the animal, and/or evict Residents, based upon any violation of this Addendum. Residents acknowledge that bringing unauthorized animals onto the Leased Premises is a violation of the Residential Lease Contract and this Addendum, and Residents will be required to pay Owner a sum of **$500.00** per violation.

In the event of a conflict between any provision in this Special Provision section and this Addendum or the Agreement, the provision in this Special Provision section shall control.

- **The following dog breeds or cross/mix breeds are NOT permitted: Staffordshire Bull Terrier, American Bully, American Bulldog, Bull Terrier, Akita Inu, Mastiff, Bull-mastiff, Cane Corso, Siberian Husky, Alaskan Malamute, Wolf-Dog Hybrid, Great Dane, Saint Bernard, Rottweiler, American Pit-bull Terrier, Pit-bull, German Shepherd, Doberman Pinscher, Tosa Inu, Presa Canario, Argentine Dog, Bull Terriers, Chow Chow, Shar Pei, Australian Cattle Dog, Mastiff, American or Irish Stafford Terrier variety or any breed (in Owner's sole discretion) with an aggressive nature, and such dog(s) shall not be kept in the Apartment for ANY period of time. Visiting dogs are not allowed.**

INTENDING TO BE BOUND, the parties hereto have executed this Addendum as of the day and year first above written.

312 Coney Island Avenue LLC

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:01:02 PM EDT
Key: 3D1AD7BC; IP Address: 23.38.164.81

Daniel Kellen Tyler-Caufield *(Resident/Co-Resident)*	*Date*	*(Owner/Agent)*	*Date*

State of New York
Division of Housing and Community Renewal
Office of Rent Administration
Web Site: www.nysdhcr.gov

NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY

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

Name of tenant(s): **Daniel Kellen Tyler-Caufield**

Subject Premises: **1 Park Point #817, Brooklyn, NY 11218**

Apt.#: **817**

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

BEDBUG INFESTATION HISTORY
(Only boxes checked apply)

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

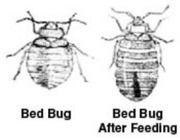
____

____

312 Coney Island Avenue LLC

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:01:11 PM EDT
Key: 3D1AD7BC; IP Address: 23.38.164.81

Daniel Kellen Tyler-Caufield *(Resident/Co-Resident)*	*Date*	*(Owner/Agent)*	*Date*



BEDBUG PREVENTION TIPS

Basics

The best part about proactive bedbug prevention is that it is mostly a matter of simple effort. You don't need any special knowledge or tools. Just keep the following things in mind and apply that knowledge when necessary. And if bedbug prevention seems difficult, remember that it's easier than bedbug treatment, which is a very involved, time-consuming process.

What are bedbugs? Bedbugs are small, wingless insects that feed on the blood of warm-blooded animals including humans and pets. Their eggs are very small, about the size of a poppy seed. Their larvae are the size of a grain of rice. Adult bedbugs are about a quarter of an inch long, reddish-brown in color, and fairly flat. They live in dark crevices, such as those in mattresses and bed frames. They can also live in other furniture, openings in the floor, or in carpeting.

Prevention

The following bedbug prevention tips will help you reduce your risk of bedbugs:

- Wash all bedding regularly in hot water. The water should be at least 120 degrees.
- Vacuum floors regularly. Use the brush tool of your vacuum to vacuum your mattress. Use the crevice tool to vacuum crevices in the mattress and your baseboards.
- Use a plastic cover over your mattress. Bedbugs can't hide on the plastic cover.
- If you purchase used furniture, examine it for bedbugs. Pay attention to used mattresses and bed frames.
- Keep your bed isolated. Make sure to pull the bed away from the wall. Move nightstands so that they don't touch any part of the bed or bedding. Don't let bedding touch the floor. And don't put things on the bed (clothes, bags, shoes).
- Check your own bed for bedbugs from time to time. Catching them early will make treatment easier.
- If you do see bedbugs or signs of bedbugs, notify your building's management immediately.

Protect Yourself While Traveling

Many times bedbugs get into peoples' homes after traveling. Whether you stay in a hotel or at a friend's house, you can bring bedbugs home with you. Here are a few tips of what to do while traveling to keep bedbugs from hitching a ride home with you:

- Look over the bed and bedding for any signs of bedbugs.
- Another sign of them, other than physically seeing them, is the detection of feces. The feces is usually light brown to black in color and has a peculiar smell similar to coriander.
- Do not leave clothes on the floor or lying out on your bed. Put your clothes in the closet, dresser drawers, or keep them inside your luggage.
- Keep your luggage zipped up at all times, with or with out clothes inside.
- Keep luggage off of the floor. Put it on a luggage stand, a chair or in the closet.
- When you return home, immediately launder your clothes and vacuum your luggage. Immediately dispose of the vacuum bag.

Tenant has inspected the Apartment prior to leasing and acknowledges there is no visible evidence of the presence or infestation of insects or vermin including bedbugs. Tenant agrees to maintain Apartment and common areas in a manner that prevents the occurrence of an infestation of insects and vermin including bedbugs. If Tenant allows individuals or items carrying bedbugs into the Apartment or premises, or has repeated infestations that cannot be traced to another source, such will be deemed damage to the unit and Tenant will be responsible for the cost of treatment to the Apartment, personal belongings and surrounding units and common areas as necessary to eradicate the infestation.

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:01:18 PM EDT
Key: 3D1AD7BC; IP Address: 23.47.58.138

Daniel Kellen Tyler-Caufield *Date*

BICYCLE STORAGE LICENSE AGREEMENT

THIS BICYCLE STORAGE LICENSE AGREEMENT (this "License") made on **July 28, 2026** is by and between **312 Coney Island Avenue LLC** ("Licensor"), having an office at **50 W. 34th St., New York, NY 10001** ("Licensor"), and **Daniel Kellen Tyler-Caufield** ("Licensee") having an address at Apartment **817** at **1 Park Point**, **Brooklyn**, **NY**;

WHEREAS, Licensor is the owner of the building located at **1 Park Point**, **Brooklyn**, **NY** (the "Building"); and

WHEREAS, Licensor and Licensee have entered into a Lease, dated as of **September 1, 2026** (the "Lease") for Apartment **817** in the Building; and

WHEREAS, bicycle storage racks have been installed for use by permitted tenants on the ______ floor of the Building; and

WHEREAS, Licensee desires the right to the exclusive use of the bicycle storage rack designated as __________________ (the "Designated Bicycle Rack") subject to the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. **License Agreement Provisions Prevail.** Licensor and Licensee agree that, in the event of a conflict between the provisions contained in the Lease and this License, it shall be deemed to be the intent of the parties that the provisions contained in this License supersede any inconsistent provisions of the Lease and the Lease is deemed modified hereby.

2. **License.** Subject to the terms and conditions hereinafter set forth, Licensor hereby grants to Licensee a license ("License") for the exclusive use of the Designated Bicycle Rack and Licensee hereby accepts such License from the Licensor.

3. **Term.** The term ("Term") of this License shall be for a period of **2 years**, commencing on **September 1, 2026** ("Commencement Date") and expiring on **August 31, 2028** ("Expiration Date"), unless the Term shall terminate pursuant to any of the terms of this License or pursuant to law. The Term is a period that is co-terminus with the duration of the Licensee's Lease, dated **September 1, 2026**. In no event shall the Term extend beyond the earlier of the date on which Licensee vacates the Apartment or the date on which the Lease terminates or expires.

4. **Use.**

   (a) Licensee shall use and occupy the Designated Bicycle Rack for storage of his/her bicycle, in compliance with law, and for no other purpose.

   (b) Licensee shall not store in the Designated Bicycle Rack any articles or material which (i) pose a threat to the health or safety of the Licensee or occupants of the Building or the Building, (ii) that cause noxious odors, dirt or other sanitary problems, or (iii) that would be deemed or determined to be a "hazardous substance" or "hazardous waste" under any federal, state or local statute, law, ordinance or regulation now or hereafter in effect, or otherwise create a nuisance, including any hazardous, flammable, explosive, toxic or radioactive substance, material, matter or waste which is or becomes regulated by any federal, state or local law, rule regulation, code, ordinance or any other governmental restriction or requirement, or (iv) any animals or food. Batteries, if any, must be disconnected at all terminals.

   (c) Licensee shall not (i) store any property outside of the Designated Bicycle Rack, (ii) allow any other person to use the Designated Bicycle Rack, or (iii) alter, modify, or add signage to the Designated Bicycle Rack.

5. **Condition of Premises, Maintenance, Alterations.**

   (a) Licensee has examined the Designated Bicycle Rack and accepts it in its current condition without any representations on the part of Licensor. Licensor shall have no obligation to perform any work in, to, or on the Designated Bicycle Rack and Licensee shall accept the Designated Bicycle Rack in its "as-is" condition.

   (b) Licensee shall, at Licensee's sole cost and expense, keep and maintain the Designated Bicycle Rack in commercially reasonable condition and good repair. Licensee agrees to report in writing to Licensor any defective condition in or about the Designated Bicycle Rack known to Licensee, and further agrees to contact Licensor by telephone or email immediately in such instance.

   (c) Licensee shall not make any improvements, installations, alterations or additions in, to, or on the Designated Bicycle Rack.

6. **Right to Enter.** Licensor, its agents or employees shall have the right (but not the obligation) to open the Designated Bicycle Rack in an emergency at any time, and, at other reasonable times upon prior notice to Licensee (as defined herein), to inspect and examine the Designated Bicycle Rack and to make such repairs, replacements and improvements as Licensor may desire. Notwithstanding anything herein to the contrary, Licensor shall be under no obligation to make any repairs, replacements, or improvements to the Designated Bicycle Rack.

7. **Licensee's Risk & Insurance.**

   (a) Licensee shall keep all personal property of every kind, nature and description of Licensee and of all persons claiming by, through or under Licensee, at their sole risk and hazard, and if the same shall be lost, stolen, or damaged by any cause, neither Licensor, its agents, nor any of the aforementioned entities' respective members, officers, agents or employees shall be liable.

   (b) It is required that Licensee obtain insurance with a duly licensed insurance company with respect to the Designated Bicycle Rack and any property therein, and maintain such policy for the duration of the Term. In the event of any claim by Licensee, Licensee agrees to look solely to any insurance policy maintained by Licensee, pursuant to this paragraph or otherwise, and Licensor shall not be liable to Licensee to the extent Licensee's claims are satisfied from such insurance policy.

8. **Indemnification.** Licensee hereby agrees to indemnify Licensor, its agents, and each aforementioned entity's members, officers, agents, and employees (collectively, "Licensor's Entities") from all liability, losses or damages with respect to the Designated Bicycle Rack, except to the extent it is due to Licensor's gross negligence. Licensee is liable for all losses, injury or damages to any person or property caused by Licensee, and any occupants, guests or invitees of Licensee. Licensee is responsible for all damages suffered and money spent by Licensor's Entities relating to any claim arising from any act or neglect of Licensee and for those persons for whom Licensee is responsible, and Licensee shall reimburse Licensor's Entities for any such money spent by Licensor's Entities. If a legal action or proceeding is brought against Licensor's Entities arising from Licensee's act or neglect, Licensee shall defend Licensor's Entities at Licensee's expense

with an attorney of Licensor's Entities' choosing. The obligations of Licensee contained in this Section shall survive the expiration or earlier termination of this License.

9. **Relocation.** Licensor shall have the right, upon seven (7) days' notice to Licensee and at Licensor's cost, to temporarily or permanently relocate the Designated Bicycle Rack to another location in the Building, without payment of any penalty to Licensee.

10. **Default and Termination.**

    (a) Licensee defaults under the License if Licensee fails to carry out any agreement or provision of this License.

    (b) If Licensee defaults under the License, other than a default in the agreement to pay the License Fee, Licensor may serve Licensee with a written notice to stop or correct the specified default within ten (10) days. Licensee must then either stop or correct the default within 10 days, or, if Licensee needs more than 10 days, Licensee 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. If Licensee does not stop or begin to correct a default within 10 days, Licensor may give Licensee a second written notice that this License will end ten (10) days after the date the second written notice is sent to Licensee. At the end of this 10-day period, this License will end, and Licensee then must remove all property from the Designated Bicycle Rack. Licensor shall have the right to ask a Court give the Licensor such other relief as the Court can provide.

    (c) If Licensee does not pay the License Fee when this License requires after a personal demand for the License Fee has been made, or within ten (10) days after a statutory written demand for the Licensee Fee has been made, or if the License ends, Licensor may do the following:

    1. Enter the Designated Bicycle Rack and retake possession of it if Licensee has vacated; or

    2. Go to court and ask that Licensee be compelled to remove all items from the Designated Bicycle Rack. Licensor shall also have the right to ask a Court give the Licensor such other relief as the Court can provide.

    (d) The License shall immediately be revoked at such time as the Licensee vacates the Apartment or the Lease terminates or expires.

    (e) Licensee shall not assign or sublet this License or the Designated Bicycle Rack. In any such event, the License shall immediately be revoked.

    (f) Once this License has been ended, whether because of default or otherwise, Licensee gives up any right Licensee might otherwise have to reinstate or renew the License.

11. **Renewal.**

    (a) Unless this License is terminated by Licensor pursuant to ¶ 11 prior to its expiration, this Agreement shall be expire at the end of the License Period. This License shall be renewed only by permission of the Licensor for a period that is co-terminus with the Licensee's renewal lease.

    (b) If Licensee wishes to renew the License, Licensee shall execute a License Renewal form prior to the expiration of the License Period. Said License Renewal shall be included with Licensee's Renewal Lease package, and Licensee shall pay the annual fee upon execution of the renewal. It is a condition to renewal of this License Agreement that Licensee additionally renew the Amenities Agreement. If Licensee does not renew the Amenities Agreement, Licensee may not renew this License.

12. **Notice**

    (a) Notice to Licensee may be given by Licensor, at Licensor's election, by ordinary mail, by certified mail, return receipt requested or by hand delivery to the Apartment.

    (b) Notice to Licensor must be given by certified mail, return receipt requested, at Licensor/s address set forth above or such other address as Licensor may designate in writing.

    (c) Any notice shall be deemed given on the date it is posted if mailing is used.

13. **Surrender.**

    (a) Upon the expiration or earlier termination of this License, Licensee shall (i) remove Licensee's property from the Designated Bicycle Rack, and (ii) surrender the Designated Bicycle Rack in as good a condition as it was on the commencement date of the License, reasonable wear and tear excepted.

    (b) If Licensee fails to surrender possession of the Designated Bicycle Rack upon the expiration or earlier termination of this License, or if any property of Licensee remains in the Designated Bicycle Rack after the expiration or earlier termination of this License, (i) any property remaining in the Designated Bicycle Rack shall be deemed conclusively abandoned, and (ii) Licensor may, without any notice and without prejudice to any other remedy Licensor may have, enter the Designated Bicycle Rack and remove and dispose of any property in the Designated Bicycle Rack, at Licensee's sole cost and expense, without being liable for any claim for trespass, conversion, or damages.

    (c) Any expenses incurred by Licensor for Licensee's failure to surrender the Designated Bicycle Rack in the manner required under this License and/or for removal and disposal of any property in the Designated Bicycle Rack upon expiration or earlier termination of this License, shall be charged to Licensee as additional rent under the Lease. Any attorney's fees and disbursements incurred as a result of legal action taken by Licensor or its agents to enforce this License shall be charged to Licensee and shall be payable as additional rent pursuant to the Lease.

    (d) If Licensee shall fail to surrender the Designated Bicycle Rack upon the expiration or earlier termination of this License, Licensee shall have the status of a holdover occupant of the Designated Bicycle Rack. Under no circumstances shall Licensee's occupancy of the Designated Bicycle Rack after the expiration or earlier termination of this License be deemed or construed to create any rights for Licensee in the Designated Bicycle Rack. In addition to any other rights and remedies which may be available to Landlord either pursuant to this License or applicable law, Licensor may charge Licensee **ten dollars ($10.00)** per day during any such holdover period. The acceptance by Licensor of any payments from Licensee after the expiration or earlier termination of this License shall not be deemed or construed to create any rights for Licensee in the Designated Bicycle Rack, and shall be deemed to represent payment of use and occupancy by Licensee for the Designated Bicycle Rack. Nothing herein shall constitute Licensor's consent to any holdover by Licensee or to impair Licensor's right to remove and dispose of property in the Designated Bicycle Rack, or exercise Licensor's other rights and remedies under this License or under applicable law on account of any holdover.

14. **No Estate Conveyed.** This License shall constitute a License only and shall not be construed under any circumstances to constitute (a) any right, title, estate or interest in the Designated Bicycle Rack (b) a landlord/tenant relationship between Licensor and Licensee, (c) a lease or a conveyance of personal or real property by Licensor to Licensee. This License grants to Licensee only a personal privilege revocable by Licensor on the terms set forth herein.

15. **Exculpation of Licensor.** Licensee shall look solely to the estate and property of Licensor in the land and Building of which the Premises are a part, for the satisfaction of Licensee's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Licensor in the event of any default or breach by Licensor with respect to any of the terms, covenants and conditions of this License to be observed and/or performed by Licensor, and no other property or assets of Licensor or Licensor's Entities shall be subject to levy, execution or other enforcement procedure for the satisfaction of Licensee's remedies.

16. **Brokerage.** Licensee represents and warrants that it has not dealt with any broker in connection with the execution of this License and agrees to indemnify and hold Licensor harmless from and against any and all liabilities from any claims of any broker (including, without limitation, the cost of attorneys' fees in connection with the defense of any such claims).

17. **Subordination.** This License is and shall be subject and subordinate to all ground or underlying leases of the entire Building and to all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Building, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self- operative and no further instrument of subordination shall be required by any lessor or mortgagee, but in confirmation of such subordination.

18. **Governing Law.** This License has been made under and shall be construed and interpreted under and in accordance with the laws of the State of New York without regard to principles of conflict of laws.

19. **Entire Agreement; No Waiver.** This License contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect. The failure of either party to insist in any instance on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This License cannot be changed or terminated orally, and can be modified only in writing, executed by each party hereto.

IN WITNESS WHEREOF, the undersigned have executed this License as of the day and year first above written.

❏ I/We chose to enter into a Bicycle Storage License Agreement.

☒ I/We chose not to enter into a Bicycle Storage License Agreement.

312 Coney Island Avenue LLC

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:01:31 PM EDT
Key: 3D1AD7BC; IP Address: 23.38.164.81

Daniel Kellen Tyler-Caufield *(Resident/Co-Resident)* *Date* *(Owner/Agent)* *Date*

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

Reasonable Accommodations

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

To request a reasonable accommodation, you should contact your property manager by calling **(718) 512-9777** or ___________________ , or by e-mailing **sfileccia@rosepmg.com***. You will need to inform your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider. A housing provider may request medical information, when necessary to support that there is a covered disability and that the need for the accommodation is disability related.

If you believe that you have been denied a reasonable accommodation for your disability, or that you were denied housing or retaliated against because you requested a reasonable accommodation, you can file a complaint with the New York State Division of Human Rights as described at the end of this notice.

Specifically, if you have a physical, mental, or medical impairment, you can request:

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

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

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

Required Accessibility Standards

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

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

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

How to File a Complaint

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

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

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

RIDER TO LEASE

PROHIBITION OF E-BICYCLES, E-SCOOTERS AND HOVERBOARDS

1 Park Point, Brooklyn, NY 11218

UNIT # **817**

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE MAIN BODY OF THE LEASE DATED JULY 28, 2026, BETWEEN 312 CONEY ISLAND AVENUE LLC, AND TENANT, AS HEREINAFTER DEFINED, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS RIDER SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREBY.

IT IS HEREBY AGREED this **28th** day of **July 2026**, by and between **312 Coney Island Avenue LLC** ("Owner"), the owner of the premises known as and located at **1 Park Point, Brooklyn, NY 11218** ("Building") and **Daniel Kellen Tyler-Caufield** ("Tenant"), the tenant of apartment **817** ("Apartment") located at the Building as follows:

The parties agree that pursuant to the Lease Agreement between Owner and Tenant dated **September 1, 2026** ("Lease"), Tenant is prohibited from any conduct which interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental in any way to other occupants of the Building.

The parties agree that e-bicycles, e-scooters and hoverboards with lithium ion batteries are fire hazards and therefore are extremely dangerous. Consequently, the presence of e-bicycles, e-scooters and/or hoverboards and/or similar devices with a lithium ion battery in the Apartment or in the Building shall be deemed to be objectionable conduct and Tenant shall be deemed in default of the Lease if Tenant maintains, uses or charges an e-Bicycle, e-Scooter or hoverboard in the Apartment or in the Building.

The parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document. The covenants, agreements, terms, provisions and conditions contained in this Rider shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

312 Coney Island Avenue LLC

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:01:44 PM EDT
Key: 3D1AD7BC; IP Address: 23.47.58.138

Daniel Kellen Tyler-Caufield *(Resident/Co-Resident)*	*Date*	*(Owner/Agent)*	*Date*

ELECTRONIC SIGNATURE (E-SIGNATURE) DISCLOSURE

TERMS:

I hereby assert that I am authorized to Electronically Sign any and all leasing documents including, but not limited to, Lease Application, Community Welcome Letter, Community Lease, Community Forms/Addendums (if applicable). In addition, I certify that the electronic signature that I provide on any of the aforementioned forms, is my own identity, and no identity other than my own. In the event that I have electronically signed any aforementioned form as an identity other than my own, any and all forms will be considered void. ***I understand that if I intentionally provide an electronic signature as an identity other than my own, I am committing fraud.***

I understand that by initialing this eSignature Disclosure & Agreement, I will be Electronically Signing these documents.

By consenting to receive this agreement electronically, you agree to provide us with the correct information (such as current email address) necessary to communicate with you electronically. This information will also be used to verify your identity. ***I understand that if I intentionally provide incorrect information, so that I am able to sign as an identity other than my own, I am committing fraud.***

Electronic Signature (e-Signature): You agree your electronic signature is the legal equivalent of your manual signature on this Agreement. You consent and agree that your use of keypad, mouse, or other device to select an item, button, icon or similar act/action while using any electronic service we offer; or in accessing or making any transactions regarding any document, agreement, acknowledgement, consent, term, disclosure, or condition constitutes your signature, acceptance and agreement as if actually signed by you in writing. Further, you agree that no certification authority or other third party verification is necessary to validate your eSignature; and that the lack of such certification or third party verification will not in any way affect the enforceability of your eSignature or resulting contract between you and **312 Coney Island Avenue LLC**, its successors and predecessors, assignees, parents, subsidiaries, affiliates, divisions, departments, related entities, employees, directors, officers, agents, representatives, direct or indirect ownership entities of their owned or managed properties and related companies. You also represent that you are authorized to enter into this Agreement.

You understand and agree that your eSignature executed in conjunction with the electronic submission of your application will be legally binding and such transaction will be considered authorized by you. You agree to verify your identity before providing an electronic signature. ***You understand that providing any electronic signature as any identity but your own will void any form which is mentioned herein, as well as any form electronically signed.***

Your Consent is ***"required":*** By initialing below, you are agreeing to receive documents as described by the above "Terms" electronically.

"The parties agree that this agreement may be electronically signed. The parties agree that the electronic signatures appearing on this agreement are the same as handwritten signatures for the purposes of legal effect, validity, enforceability, and admissibility. The parties agree that the identity indicated by the electronic signature is the identity of the person providing this signature."

Resident Acknowledgement:

RESIDENT INITIALS:

Initial: D.T. 3D1AD7BC ________

ENERGY SAVING TIPS FOR YOUR APARTMENT HOME

LIGHTING

- Replacing 15 inefficient incandescent bulbs in your home with energy-saving bulbs could save you about $50 per year.
- Keep your curtains or shades open to use daylight instead of turning on lights. For more privacy, use light-colored, loose-weave curtains to allow daylight into the room.
- Use timers to turn off lights when you're away from home.
- The following types of light bulbs are more energy efficient than the traditional incandescent light bulb:
  - **Energy-saving/halogen incandescent bulbs** are 25% more efficient and last three times longer.
  - **CFL bulbs** use about 75% less energy and last up to 10 times longer. These bulbs contain a small amount of mercury and should be handled carefully if broken, and recycled at the end of their lifespan.
  - **LED bulbs** use about 75% less energy and last up to 25 times longer.

KITCHEN APPLIANCES

- Your apartment is equipped with an ENERGY STAR dishwasher and refrigerator.
- Use your dishwasher efficiently, as it uses the same amount of energy whether full or mostly empty when a cycle is run.
- Let your dishes air dry; if you don't have an automatic air-dry switch, turn off the control knob after the final rinse and prop the door open slightly so the dishes will dry faster.
- Don't keep your refrigerator or freezer too cold. Recommended temperatures are 37°-40° F for the fresh food compartment and 5° F for the freezer section.
- Cover liquids and wrap foods stored in the refrigerator. Uncovered foods release moisture and make the compressor work harder.

HOME ELECTRONICS

- ENERGY STAR-labeled office equipment is widely available.
- Using an ENERGY STAR computer can save 30%-65% energy.
- Laptops consume less energy than desktop computers.
- Screen savers on your computers do not reduce energy in the way a sleeping or turned-off computer can.
- Turning off electronics when not in use, or plugging AC adapters into power strips that can be turned off, can result in significant energy savings.
- Use rechargeable batteries, as they are more cost effective than disposable batteries.

LAUNDRY

- Your apartment is equipped with an ENERGY STAR clothes washer.
- Dry towels and heavier cottons in a separate load from lighter-weight clothes.
- Don't over-dry your clothes. If your machine has a moisture sensor, use it.
- Clean the lint screen in the dryer after every load to improve air circulation and prevent fire hazards.
- Consider air-drying clothes on drying racks. Air drying is recommended by clothing manufacturers for some fabrics.

THERMOSTAT

- When you are home and awake, set your thermostat as low as is comfortable. When you are asleep or out of the house, turn your thermostat back 10°-15°. A programmable thermostat can make it easy to set back your temperature.
- We recommend you watch this ENERGY STAR podcast on thermostat operation: www.energystar.gov/index.cfm?c=products.pr_podcasts

For further information and tips on how to conserve energy in your apartment home, please visit:
ENERGY STAR: www.energystar.gov/index.cfm?c=products.es_at_home_tips_renters10
U.S. Department of Energy: www.energy.gov/energysaver/articles/tips-renters-and-property-owners

FIRE SAFETY PLAN

I/We, **Daniel Kellen Tyler-Caufield**, of Apartment **817** located in the building known as **1 Park Point**, **Brooklyn**, **NY 11218** have received a copy of the building's current Fire Safety Plan.

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.

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 SEE BELOW ***

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)).

Distributed by **312 Coney Island Avenue LLC** Date: **July 28, 2026**

Received by:

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:02:00 PM EDT
Key: 3D1AD7BC; IP Address: 23.47.58.138

Daniel Kellen Tyler-Caufield *(Received)* *Date*

*** The central components of the sprinkler system are maintained and inspected monthly and annually as required by law. Logs are available in the superintendent and/or resident manager's office. No laws require maintenance and inspection of a sprinkler system within the leased premises.**

Copy of this form **MUST** be available for FDNY inspection.
Original **MUST** be returned to **312 Coney Island Avenue LLC**

FIRE SAFETY PLAN
PART I - BUILDING INFORMATION SECTION

BUILDING ADDRESS: **1 Park Point, Brooklyn, NY 11218**

BUILDING OWNER/REPRESENTATIVE:
Name: **Rose Property Management Group, LLC A/A/F 312 Coney Island Avenue LLC**
Address: **150 Broadway Rm 800 New York, NY 10038**
Contact: **Rose Property Management Group, LLC** Telephone: **718-399-1000**

BUILDING INFORMATION:
Year of Construction: **2024**

Type of Construction: ❑ Combustible ☒ Non-Combustible

Number of Floors: **13** Above Ground **1** Below Ground

Sprinkler System: ☒ Yes ❑ No
☒ Entire Building
☒ Hallways
☒ Dwelling Units
☒ Trash Chutes
☒ Amenity Areas
☒ Lobby, Package Room and Loading Dock

Fire Alarm: ☒ Yes ☒ Transmits Alarm to Fire Dept/Fire Alarm Co. ❑ No
Manual Pull Stations: Manual Pull Station located in the lobby near the front desk

Public Address System: ☒ Yes ❑ No
Location of Speakers: Stairwells
Apartments

Means of Egress: (e.g. Unenclosed/Enclosed Interior Stairs, Exterior Stairs, etc.)

Type of Egress	Identification	Location	Leads to
Enclosed Interior Stairs	Stairway A	Center Hallway	Egress to service corridor or residential lobby onto Ocean Parkway
Enclosed Interior Stairs	Stairway B	Center Hallway	Egress via passageway to Ocean Parkway
Enclosed Interior Stairs	Stairway C	Residential Corridor across from rear elevators	Egresses to Caton Place
Enclosed Interior Stairs	Stairway D	Residential Corridor across from rear elevators	Egresses to Caton Place

Other Information: Each dwelling unit is equipped with hard-wired combination smoke and carbon monoxide detectors (will not notify FDNY). Siamese connections are located on the exterior of the building on Ocean Parkway, Caton Place and Coney Island Ave, Hose valves are located in all stairwells. Four passenger elevators serve all residential floors and the basement.

DATE PREPARED: 5/3/2024

FIRE SAFETY PLAN
PART II - FIRE EMERGENCY INFORMATION

BUILDING: **One Park Point AKA 11 Ocean Parkway**
ADDRESS: **1 Park Point #817, Brooklyn, NY 11218**

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

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

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

IN THE EVENT OF A FIRE,

CALL 911

OR TRANSMIT AN ALARM FROM THE NEAREST FIRE ALARM BOX

BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

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

2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.

3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.

4. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffeepot or teapot is unplugged.

5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.

6. Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.

7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's opening device so it operates smoothly. Familiarize yourself and the members of your household with the operation of the window gate.

8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.

9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.

10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

BUILDING INFORMATION

Building Construction

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

Residential buildings built before 1968 are generally classified either as "fireproof" or "non-fireproof." Residential buildings built in or after 1968 are generally classified either as "combustible" or "non-combustible". The type of building construction generally depends on the size and height of the building.

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

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

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

Means of Egress

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

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

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

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

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

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

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

Fire Sprinkler Systems

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

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

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

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

Interior Fire Alarm Systems

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

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

Public Address Systems

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

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

EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

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

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

General Emergency Fire Safety Instructions

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

Evacuation Instructions If The Fire Is In Your Apartment

(All Types of Building Construction)

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

Evacuation Instructions if The Fire Is Not In Your Apartment

"NON-COMBUSTIBLE" OR "FIREPROOF" BUILDINGS:

1. Stay inside your apartment and listen for instructions from firefighters unless conditions become dangerous.

2. If you must exit your apartment, first feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.

3. If you can safely exit your apartment, follow the instructions above for a fire in your apartment.

4. If you cannot safely exit your apartment or building, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.

5. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.

6. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.

7. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.

8. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

"COMBUSTIBLE" OR "NON-FIREPROOF" BUILDINGS:

1. Feel your apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.

2. Exit your apartment and building if you can safely do so, following the instructions above for a fire in your apartment.

3. If the hallway or stairwell is not safe because of smoke, heat or fire and you have access to a fire escape, use it to exit the building. Proceed cautiously on the fire escape and always carry or hold onto small children.

4. If you cannot use the stairs or fire escape, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.

   A. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.

   B. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.

   C. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.

   D. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

THE FITNESS CENTER AGREEMENT

Date: July 28, 2026	
Licensee: Daniel Kellen Tyler-Caufield **(the "Licensee")**	
Residing at: 1 Park Point, Brooklyn, NY 11218 **(the "Building")**	
Apartment No: 817 **(hereinafter the "Apartment")**	
Telephone No: (Home)	**Telephone No: (Work)**

AGREEMENT made as of the date hereinabove set forth between 312 Coney Island Avenue LLC hereinafter referred to as the "Licensor" and the "Licensee", who is residing in the Apartment.

WHEREAS, the Licensor owns the Building and has an exercise facility located at ____, hereinafter referred to as the "Gymnasium", within the Building; and

WHEREAS, the Licensee is a tenant of the Building who resides in the Apartment; and

WHEREAS, the Licensee desires to obtain the privilege of using the Fitness Center;

IT IS THEREFORE mutually agreed as follows:

1. **The Licensor hereby grants to the Licensee use of the Gymnasium for a term coterminous with the lease for the Apartment, subject to the conditions set forth in this Agreement as well as the Rules and Regulations appended hereto, as such Rules and Regulations may be amended and enacted from time to time by the Licensor (the "Rules and Regulations").**
2. **Notwithstanding the number of Tenants in an Apartment seeking to utilize the Fitness Center, each must execute this License Agreement.**
3. **The Licensor will issue to each participating Licensee upon execution of this Agreement, one access key or fob permitting access to the Fitness Center. Licensee agrees not to permit any person other than himself/herself to use the access key or fob. The Licensor assumes no responsibility for lost or stolen access keys or fobs, and will require a service charge of $50.00 for issuance of a replacement access key or fob, or such other amounts as may be hereafter established from time to time. The Licensee acknowledges that any access key or fob is the sole property of the Licensor and shall be surrendered to the Licensor on demand.**
4. **All participating Licensees must be eighteen or older to enter into this License Agreement.**
5. **The Licensee is aware that the use of the Gymnasium involves certain inherent risks of injury, and the Licensee expressly assumes the risk and responsibility for any and all accidents or injuries of any kind, which the Licensee may sustain by reason of the Licensee's physical exercise, or use of the Gymnasium. It is understood and agreed by the parties hereto that there is not, nor will there be any facilities supervision by the Licensor of the Gymnasium or its equipment and contents.**
6. **The Licensee agrees to, and does hereby, to the fullest extent permitted by law, relieve, release, absolve and forever discharge the Licensor and the Licensor's agents, officers, directors, managers, members, employees, successors and assigns and respective heirs, from any and all liability, claim, damage, loss, cost or expense incurred by the Licensee, caused by, as a result of, relating to, or in connection with the Licensee's use of the Gymnasium or privilege granted hereby. Neither the Licensor nor its officers, directors, employees, agents, successors or assigns shall be liable for any loss or injury to the Licensee and/or to any article of property of the Licensee used or left in the Gymnasium whether or not said personal injuries, property damages or other loss is the result of the negligence of the Licensor, its agents, officers, directors, managers, members or employees or the negligence of any other person present at the Gymnasium.**
7. **The Licensee agrees to, and does hereby, to the fullest extent permitted by law, indemnify and hold the Licensor and the Licensor's agents, officers, directors, managers, members, consultants, representatives and employees harmless from any and all liability, claim, damage, loss, cost or expense including, without limitation, attorneys' fees, court costs and disbursements, suffered or paid, directly or indirectly, by the Licensor in any action or proceeding between the Licensor and the Licensee, and the Licensor and any third party or otherwise caused by, as a result of, relating to, or in connection with (i) the Licensee's use (or the use by any Personal Trainer) of the Gymnasium, (ii) the privilege granted hereby or (iii) any injury sustained by the Licensee or third-party relating to the privilege granted hereby. The foregoing indemnification shall also extend to any liability, claim, damage, loss or expense sustained by the Licensor or Licensor's agents, officers, directors, managers, members, consultants, representatives and employees arising out of the Licensee's failure to comply with the terms of this Agreement, or any Rules and Regulations issued in connection with the Gymnasium. The Licensee shall reimburse the aforementioned indemnities upon demand., for all sums due from the Licensee, pursuant to this paragraph.**
8. **The Licensor, at the expense of the Licensee, shall repair any and all damage to the Fitness Center, or to its fixtures, appurtenances, or equipment caused by the Licensee, or by anyone whose entry into the Fitness Center was permitted and/or requested by the Licensee and the Licensee shall pay the Licensor on demand any amounts so expended by the Licensor. There shall be no allowance to the Licensee or any liability on the part of the Licensor by reason of inconvenience, annoyance or injury arising from the making of any repairs, replacements, removals, alterations, additions, or improvements in or to any portion of the Fitness Center or to fixtures, appurtenances or equipment. In addition, the Licensee shall not be entitled to any rebate, offset or refund arising out of or relating to the Licensee's inability to use the Fitness Fitness Center, or any portion of it.**
9. **The privilege to use the Fitness Center and equipment shall automatically terminate upon the earlier of the date (i) the Licensee no longer resides in the Apartment; or (ii) the lease of the Licensee at the Building has expired or been terminated.**
10. **If the Fitness Center shall be destroyed or so damaged as to render the same unfit for use and is not repaired or**

replaced by the Licensor, this Agreement shall be considered terminated as of the date of said destruction.

11. ***MEDICAL DISCLAIMER:*** **The Licensee represents that the Licensee is in good health and that the Licensee has no condition, illness or communicable disease that may cause the Licensee's use of the Gymnasium to be injurious to the Licensee or other users of the Gymnasium. If the Licensee should develop any such conditions, illness or disease during the term, the Licensee shall discontinue use of the Gymnasium until the Licensee has received an appropriate release from the Licensee's doctor, authorizing the Licensee to continue using the Gymnasium. The Licensee acknowledges that all medical examinations and/or medical approval for the use of the Gymnasium are recommended for all persons who are elderly, pregnant, unaccustomed to physical exertion, or who have physical limitations, such as a history of high blood pressure, heart problems and other chronic illness. The Licensee has, if necessary, consulted with the Licensee's physician and received approval for the Licensee's intended use of the Gymnasium facilities and equipment. The Licensee understands that the Licensor has made no claim as to medical and physical results which the Licensee might obtain through the use of the Gymnasium, and that the Licensor has not and will not suggest any medical treatment(s) to the Licensee. The Licensee acknowledges that if the Licensee has any physical disability or medical condition, the Licensee may be at great risk in using this Gymnasium facilities.**
12. **If the Licensee desires to use a Personal Trainer at Licensee's sole cost and expense, such trainer may not enter, use, supervise or facilitate the Licensee's use of the Gymnasium, unless such trainer first (i) delivers to Licensor evidence of insurance satisfactory to Licensor, which insurance names Licensor and Licensor's managing agent as an additional insured, and (ii) signs and delivers to the Licensor a Personal Trainer Agreement and Release in the form from time to time required by Licensor. The Licensee shall cause the Licensee's personal trainer to comply with the terms of this Agreement and the aforementioned Personal Trainer Agreement and Release.**
13. **The Licensee has not requested or received any express representations or warranties as to the use of Gymnasium and the Licensee's acknowledgement that the Licensor has not made and will not make any representations or warranties, implied or otherwise, with regard to fitness for the use of the Gymnasium.**
14. **The Licensee assumes full responsibility for any disappearance, lost or theft or damage to his or her personal property (or the personal property of any invitee, including any Personal Trainee), which may occur in or about the Gymnasium.**
15. **The Licensee acknowledges that (i) the Gymnasium is made available to the Licensee by the Licensor purely as an accommodation, (ii) the Licensor has not given the Licensee any advice or instruction with regard thereto; and (iii) the Licensee's use of the Gymnasium will be at the Licensee's sole risk.**
16. **This Agreement has been executed by the Licensee and may not be used by any other person for the purpose of using the Fitness Center. The Licensee has received, or will receive, a copy of the Rules and Regulations, issued by the Licensor in connection with the and the Fitness Center licensee shall be bound by them, and any amendments hereafter provided to the Licensee or posted in the Fitness Center.**
17. **Licensee agrees and understands that the Fitness Center is smoke-free (i.e. smoking is not permitted) and food and beverage use is subject to the Rules that are and/or will be posted. Music may be played or produced in the Fitness Center. All trash and debris must either be removed from the Fitness Center or placed in the designated locations for removal in such areas, if any. No pets are permitted in the Gymnasium. Alcohol and/or glass bottles are prohibited in the Fitness Center.**
18. **Prior to Licensee's use of the Fitness Center, Licensor has advised Licensee to obtain insurance for their own protection. Use of the Fitness Center is at the Licensee's own risk, and Licensor assumes no responsibility or risk of loss for loss or damage to Licensee's property or bodily injury or harm to Licensee.**
19. **Licensee acknowledges that as of execution of this Agreement, the Gymnasium may not be fully completed or operational. Upon expiration or termination of this Agreement, Licensee shall surrender its key fob to the Fitness Center.**
20. **Notice**
    a. **Notice to Licensee may be given by Licensor, at Licensor's election, by ordinary mail, by certified mail, return receipt requested or by hand delivery to the Apartment.**
    b. **Notice to Licensor must be given by certified mail, return receipt requested, at Licensor/s address set forth above or such other address as Licensor may designate in writing.**
    c. **Any notice shall be deemed given on the date it is posted if mailing is used.**
21. **Surrender.**
    a. **Upon the expiration or earlier termination of this License, Licensee shall (i) discontinue use of the Fitness Center, and (ii) surrender the key or key fob used to access the Fitness Center.**
    b. **Any expenses incurred by Licensor for Licensee's failure to surrender the key/key fob to the Fitness Center and discontinue use of the Fitness Center, upon expiration or earlier termination of this License, shall be charged to Licensee as an additional license fee. Any attorney's fees and disbursements incurred as a result of legal action taken by Licensor or its agents to enforce this License shall be charged to Licensee and shall be payable as additional rent pursuant to the Lease.**
    c. **If Licensee shall fail to surrender the key/key fob upon the expiration or earlier termination of this License, Tenant shall have the status of a holdover occupant of the Fitness Center. Under no circumstances shall Licensee's occupancy of the Fitness Center or use of the Fitness Center after the expiration or earlier termination of this License be deemed or construed to create any rights for Licensee in the use of the Gymnasium. In addition to any other rights and remedies which may be available to Licensor either pursuant to this License or applicable law, Licensor may charge Licensee <u>twenty-five dollars ($25.00)</u> per day during any such holdover period. The acceptance by Licensor of any payments from Licensee after the expiration or earlier termination of this License shall not be deemed or construed to create any rights to Licensee in the Fitness Center, and shall be deemed to represent payment of use and occupancy by Licensee for the Fitness Center. Nothing herein shall constitute Licensor's consent to any holdover by Licensee or to impair Licensor's right exercise Licensor's other rights and remedies under this License or under applicable law on account of**

any holdover.

22. **No Estate Conveyed. This License shall constitute a License only and shall not be construed under any circumstances to constitute (a) any right, title, estate or interest in the Fitness Center (b) a landlord/tenant relationship between Licensor and Licensee, (c) a lease or a conveyance of personal or real property by Licensor to Licensee. This License grants to Licensee only a personal privilege revocable by Licensor on the terms set forth herein.**

23. **Exculpation of Licensor. Licensee shall look solely to the estate and property of Licensor in the land and Building of which the Fitness Center is a part, for the satisfaction of Licensee's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Licensor in the event of any default or breach by Licensor with respect to any of the terms, covenants and conditions of this License to be observed and/or performed by Licensor, and no other property or assets of Licensor or owner of the Building shall be subject to levy, execution or other enforcement procedure for the satisfaction of Licensee's remedies.**

24. **The Licensee understands that this Agreement represents the entire agreement between the Licensee and the Licensor, that this Agreement may not be changed, amended or any provision waived, except by a written document signed by the Licensee and the Licensor. If any provision of this Agreement shall be held void and unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.**

25. **Licensee may extend this License Agreement upon renewal of its Apartment lease, for an additional term that is coterminous with the renewal lease for the Apartment by execution of a License Extension Agreement.**

26. **Any word or item in this Agreement that is used in this singular shall include this plural and vice versa as the context shall require.**

312 Coney Island Avenue LLC

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:02:30 PM EDT
Key: 3D1AD7BC; IP Address: 23.38.164.81

Daniel Kellen Tyler-Caufield *(Resident/Co-Resident)* *Date* *(Owner/Agent)* *Date*

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED JULY 28, 2026 BETWEEN 312 CONEY ISLAND AVENUE LLC OWNER AND DANIEL KELLEN TYLER-CAUFIELD TENANT(S) REGARDING APARTMENT 817 IN THE PREMISES LOCATED AT ONE PARK POINT AKA 11 OCEAN PARKWAY, BROOKLYN, NY 11218. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

RENT CONCESSION RIDER

During the entirety of the Lease term, which expires on **August 31, 2028**, subject to any lawful adjustments, the rent shall remain **$3,800.00** per month. Owner has agreed to a one-time concession of **$3,800.00** to be given Tenant during the month of **October 2026**. A second one-time concession of **$3,800.00** will be given during the month of **February 2027**. A third one-time concession of **$3,800.00** will be given during the month of **September 2027**.

In the event that the subject apartment is no longer occupied by the tenant of record for any reason, including any subletting or assignment of the lease, this rent concession will be null and void. It is also understood that if any of the terms of the Lease are not fulfilled, or if Tenant is in arrears or otherwise in breach of the terms of the Lease, Tenant must reimburse Owner for the rent concession amount and/or the Owner Paid Commission paid to Tenant's broker.

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

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

312 Coney Island Avenue LLC

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:02:37 PM EDT
Key: 3D1AD7BC; IP Address: 23.47.58.142

Daniel Kellen Tyler-Caufield *(Resident/Co-Resident)* *Date*

(Owner/Agent) *Date*

One Park Point AKA 11 Ocean Parkway, Brooklyn, NY 11218

PROCEDURE FOR TENANTS REGARDING SUSPECTED GAS LEAKS

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

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

   Provider: Con Edison,   **Number: 1-800-752-6633**
4. After completing items 1-3 contact your management company, building staff, or super to notify them of the suspected leak: **929-506-9388**.

Acknowledgement of receipt by the undersigned tenant(s) of record.

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:05:30 PM EDT
Key: 3D1AD7BC; IP Address: 23.38.164.82

Daniel Kellen Tyler-Caufield *(Resident/Co-Resident)*   *Date*

PROCEDIMIENTO PARA LOS INQUILINOS CUANDO HAY SOSPECHA DE FUGA DE GAS

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

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

   Proveedor: Con Edison,   **Telefono: 1-800-752-6633**
4. Después de completar los puntos 1-3, póngase en contacto con su compañía de gestión, el personal del edificio o super para notificarlos de la fuga sospechada: **929-506-9388**.

NOTIFICATION OF RIGHTS AND PROCEDURES

As a residential customer for electricity, you have certain rights assured by New York's Home Energy Fair Practices Act ("HEFPA") and the order issued by the New York State Public Service Commission on **November 27, 2023**, in **Case 23-E-0108**: Notice of Intent to Submeter Electricity at **One Park Point Brooklyn, NY 11218**, Located in the Territory of Consolidated Edison Company of New York, Inc. (the "Submetering Order"). This notification is an overview of those rights and certain policies and procedures regarding the service and billing of your electricity.

The building at **One Park Point Brooklyn, NY 11218** [when approved, only had existing address - a new address has been secured to separate retail from residential; new address is **One Park Point AKA 11 Ocean Parkway**], is a submetered facility. **312 Coney Island Avenue LLC** (the "Owner") is the owner of this building. The administration of submetering is performed by an outside vendor as a third-party billing company under contract with the Owner to invoice residents for their monthly utility usage. Residents receive monthly bills from the Owner or its third-party billing company for their respective electricity usage, which amounts are payable to the Owner.

If you have any questions/complaints concerning your electricity bill, please contact the Owner through the Management Office by mail at **One Park Point AKA 11 Ocean Parkway, Brooklyn, NY 11218**. The Owner shall investigate and respond to you in writing within fifteen (15) days of the receipt of the complaint. As part of this response, you shall be advised of the disposition of the complaint and the reason therefore. Upon receiving this response, or at any time, you can also contact the Public Service Commission in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at (800) 342-3377 or (212) 417-2223, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at **www.dps.ny.gov.**

The electricity bills that you receive show the amount of kilowatt hours ("kWh") that you used. The bills you receive shall provide, in clear and understandable form and language, the charges for service. In no event will the total monthly charges (including any administrative charges) exceed the utility's (Consolidated Edison Company of New York, Inc.) direct metered residential rate. The Owner may terminate or disconnect service under certain conditions (i.e., nonpayment of electricity bills) pursuant to HEFPA.

You have the right to request messages on bills and notices in Spanish. To make such a request, contact the Owner. Usted tiene el derecho de solicitar informacion en facturas e informativos en Espanol. Para solicitar informacion en Espanol, por favor contacte a un representante marcando.

You may request balanced billing for the payment of electricity charges. This plan shall be designed to reduce fluctuations in customer bills due to seasonal patterns of consumption. Balanced billing divides your electricity costs into twelve (12) equal monthly payments. Periodically, the Owner will review and adjust the balanced billing amount as necessary. At the end of one (1) year, you shall be responsible to pay for any electricity costs in excess of your balanced billing amount paid. You may contact the Owner to discuss the details of this plan, if you are interested.

Your meter is read because it measures and records the actual amount of electricity you use; this enables an accurate bill to be sent to you. Making sure your electricity bills are accurate and correct is important to the Owner and to you. That is why every effort is made to read your meter regularly.

You may qualify for a rate reduction the equivalent of that which is provided by Con Edison to customers who are enrolled in its low-income program pursuant to its tariff (see P.S.C. No. 10 - Electricity, Leaf No. 388). If you receive benefits under Supplemental Security Income, Temporary Assistance to Needy Persons/Families, Safety Net Assistance, or Food Stamps, or have received a Home Energy Assistance Program grant in the preceding twelve (12) months, please alert the Owner by telephone or in writing and we will work with you.

If you are having difficulty paying your electricity bill, please contact the Owner by telephone or in writing in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. A deferred payment agreement is a written agreement for the payment of outstanding charges over a specific period of time, signed by both the submeterer and customer. If you can show financial need, the Owner can work with you to determine the length of the agreement and the amount of each monthly payment. You may not have to make a down payment, and installment payments may be as little as $10.00 per month. The Owner will make reasonable efforts to help you find a way to pay your bill.

Regardless of your payment history relating to your electricity bills, your electricity service will be continued if your health or safety or the health or safety of someone living with you is threatened. When the Owner becomes aware of such hardship, the Owner can refer you to the Department of Social Services. Please notify the Owner if either of the following conditions exists:

(a) **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health.

(b) **Life Support Equipment.** You and/or those living with you suffer from a medical condition requiring electricity service to operate a life-sustaining device. You must provide a medical certificate from a doctor or local board of health.

Special protections may be available if you and/or those living with you are age eighteen (18) or younger or sixty-two (62) and older, blind, or disabled. To ensure that you receive all of the protections for which you are eligible, please contact the Owner and identify yourself.

You can also designate a third party as an additional contact to receive notices of past due balances. Every submeterer shall permit a residential customer to designate a third party to receive all notifications relating to disconnection of service or other credit actions sent to such residential customer, provided that the designated third party agrees in writing to receive such notices. The submeterer shall inform the third party that the authorization to receive such notices does not constitute acceptance of any liability on the third party for service provided to the customer. The submeterer shall promptly notify the residential customer of the refusal or cancellation of such authorization by the third party. If you are interested in Voluntary Third-Party Notice, notify the Owner with the party's contact information and written agreement of the third party to receive copies of all notifications relating to disconnection of service or other credit actions sent to you.

Please review the attached "Special Protections Registration Form" relating to some of the rights discussed above. Although you are not required to do so, please fill it out if you qualify for any special protection described on the form. You may return the completed form to the Owner.

SPECIAL PROTECTIONS
REGISTRATION FORM

Please complete this form if any of the following applies. Return this form to:

Management Office
One Park Point AKA 11 Ocean Parkway
Brooklyn, NY 11218

ACCOUNT INFORMATION
(Be sure to complete before mailing

Name	
Address	**Apartment**
Town/City	**Zip**
Telephone # Daytime	**Evening**
Account Number (as shown on bill)	

I would like to be considered for Special Protections.

In my household (Check):

- ❑ Unit occupant is 62 years of age or over, and any and all persons residing therewith are either 62 years of age or under 18 years of age.
- ❑ Unit occupant is blind (Legally or Medically)
- ❑ Unit occupant has a permanent disability
- ❑ Unit occupant has a Medical Hardship (type):

  ____
- ❑ Unit occupant has a Life Support Hardship (type):

  ____

I receive government assistance.

- ❑ I receive Public Assistance (PA). My case number is:

  ____
- ❑ I receive Supplemental Security Income (SSI). Note: SSI benefits are not the same as Social Security Retirement Benefits. My Social Security Number (optional) is:

  ____

Please send me more information about:

- ❑ Balanced billing
- ❑ I receive Supplemental Security Income (SSI). Note: SSI benefits are not the same as Social Security Retirement Benefits. My Social Security Number (optional) is:

  ____

To Be Completed by Third Party

Please let me know if this customer's bill is overdue. As a "caregiver,"" I understand that I am not responsible for payment of this bill.

Caregiver/Agency	
Address	**Apartment**
Town/City	**Zip**
Telephone # Daytime	**Evening**

____
(Designee Signature) *Date*

HEATING & COOLING: VRF USAGE RIDER

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED JULY 28, 2026 BETWEEN 312 CONEY ISLAND AVENUE LLC. (OWNER) AND

DANIEL KELLEN TYLER-CAUFIELD

(TENANT) REGARDING APARTMENT **817** IN THE PREMISES LOCATED AT **1 PARK POINT, BROOKLYN, NY 11218**. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

1. Tenant acknowledges that the Building's residential units are heated and cooled using is a Variable Refrigerant Flow ("VRF") system that utilizes electrically powered, outdoor, remotely located condensing units, each of which can serve several indoor air handling units located within in the residential apartments. The VRF system employs billing software in conjunction with a watt-hour meter installed at each outdoor remotely located condensing unit (rather than inside the apartments) to apportion the electrical power usage of the outdoor remotely located condensing unit associated with the indoor air handling unit(s) for each individual residential apartment that the outdoor remotely located condensing unit serves. Rather than using a watt-hour meter to measure electrical power at the residential apartment, the billing software calculates the usage for each apartment and uses this information to apportion the cost of meeting this usage, individually, by the associated outdoor remotely located condensing unit.

2. Tenant acknowledges that Tenant shall receive a bill each month, either on its rent or other statement from the Landlord or its third-party vendor, on behalf of the Landlord, for Tenant's cooling usage from the VRF system as set forth in Paragraph 1 above.

3. Tenant further acknowledges that the cost Tenant will pay for the cooling will be calculated using the same rate Tenant pays Consolidated Edison Company of New York, Inc. ("Con Ed"), the electricity service provider that Tenant remits payment to each month for the electricity consumed within Tenant's unit. More specifically, Tenant will be charged Con Ed's Service Classification No. 1 rate for residential direct-metered electricity, plus a required sales tax charge of 8.875%, on each VRF cooling charge Tenant receives.

4. Tenant acknowledges their responsibility for the payment of heating and cooling usage as Additional Rent under the Lease, and their failure to pay Additional Rent is a breach of a material obligation of the Lease.

5. This Rider may not be modified other than by a writing signed by both parties. The covenants, agreements, terms, provisions, and conditions contained in this Rider shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, if any.

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

312 Coney Island Avenue LLC

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:05:44 PM EDT
Key: 3D1AD7BC; IP Address: 23.38.164.82

Daniel Kellen Tyler-Caufield *(Resident/Co-Resident)*	*Date*	*(Owner/Agent)*	*Date*

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, **312 Coney Island Avenue 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.

312 Coney Island Avenue LLC

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:05:49 PM EDT
Key: 3D1AD7BC; IP Address: 23.47.58.142

Daniel Kellen Tyler-Caufield *(Resident/Co-Resident)* *Date*

(Owner/Agent) *Date*

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

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

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

Tenants should:

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

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

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

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

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nyc.gov/health **"healthy neighborhoods"**

NYC 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**.

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NYC Department of Health & Mental Hygiene | Department of Housing Preservation & Development

KEYS, PERMITS, AND ACCESS DEVICES ADDENDUM

This is an Addendum to the Residential Lease Contract dated **July 28, 2026** between **One Park Point AKA 11 Ocean Parkway** ("Owner") and **Daniel Kellen Tyler-Caufield** ("Residents") for the residence located at **1 Park Point #817, Brooklyn, NY 11218** (the "Leased Premises").

Residents acknowledge that they have been provided with keys and access devices listed below:

1 Fob Key(s)

Residents will be liable for the below listed charges for replacing keys, permits, tags, and access devices.

Deposit Amounts	
Key Fob	0 X $0.00 = **$0.00**

Replacement Costs	
Key Fob	$50.00

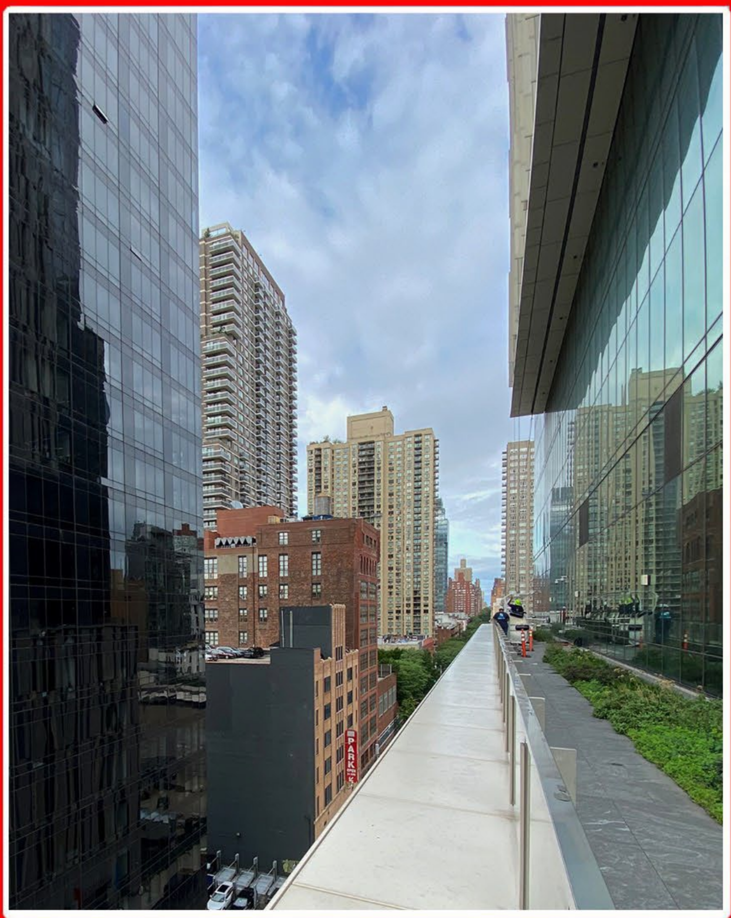
312 Coney Island Avenue LLC

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:06:03 PM EDT
Key: 3D1AD7BC; IP Address: 23.47.58.142

Daniel Kellen Tyler-Caufield *(Resident/Co-Resident)* *Date*

(Owner/Agent) *Date*

NEW YORK CITY APARTMENT BUILDING EMERGENCY PREPAREDNESS GUIDE



EMERGENCY PREPAREDNESS BASICS

PEOPLE WHO NEED ASSISTANCE

READINESS SUPPLIES (FOR HOME EMERGENCIES AND YOUR GO BAG)

HOME SAFETY AND FIRE PREVENTION

KNOW YOUR BUILDING

WHAT TO DO IN A FIRE/ NON-FIRE EMERGENCY

EMERGENCY PREPAREDNESS RESOURCES

FIRE DEPARTMENT CITY OF NEW YORK

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

2024

NEW YORK CITY
APARTMENT BUILDING
EMERGENCY PREPAREDNESS GUIDE

For Apartment Building Residents and Staff

CONTENTS

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

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

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

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

A. Stay Informed/Emergency Notification Systems

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

2. Connect with 311

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

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

Mobile App
- NYC311 App

By Phone

Call NYC311 at 311. You can also text at 311-692.

Call 212-NEW-YORK (212-639-9675) if you are:
- Outside of New York City
- Using a Voice over Internet Protocol (VoIP) Provider
- Connecting with NYC311 via 711 or TTY (teletypewriter)
- Connecting with NYC311 via Video Relay Service (VRS)

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

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

B. Sheltering in Place/Emergency Supply Kit

1. During some emergencies, officials may advise you to stay where you are (shelter in place). Generally, this means that it is safest for you to remain in your apartment while firefighters put out a fire or emergency responders clear a nearby hazard.

2. The emergency procedures discussed in this Guide (see Section 6, What to Do in a Fire or Non-Fire Emergency) will explain when to leave and when to shelter in place. In all cases, follow the instructions of on-scene police, firefighters or other emergency responders.

3. If an emergency requires that you shelter in place, do not leave your place of safety to pick your children up from school until the danger has passed and shelter-in-place orders have been lifted. Schools have their own shelter-in-place procedures. You will only endanger yourself by leaving a safe area during the emergency.

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

C. When to Evacuate/Emergency Shelter

1. Evacuate immediately when you:
- Are in immediate danger.
- Are in a type of building in which evacuation is recommended and you can safely do so. See Section 7(A).
- Are instructed to do so by an on-scene emergency responder.
- Are ordered to do so by the Mayor or other public authority.

2. If you must evacuate your building or are directed by authorities to evacuate, make arrangements to stay with friends or family. During a coastal storm evacuation, the City and/or its partners will open evacuation centers throughout the five boroughs. Know which evacuation center is closest to you by visiting NYC.gov/knowyourzone, or calling 311 (see instructions on page 3).

D. Reconnecting With Your Family

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

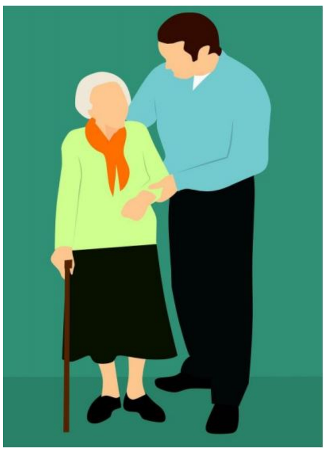
1. Identify two places to meet: one near your home and one outside your neighborhood.

2. Designate an out-of-area friend or relative who household members can call if separated during a disaster. Long-distance calls may be easier to make than local calls. This out-of-area contact can help you communicate with others.

2. **PEOPLE WHO NEED ASSISTANCE**
   - **A. If you need help**
   - **B. If you can provide help**

A. If you need help

1. If you will have difficulty leaving the building (or going elsewhere once you are out of the building) without assistance, make a plan in advance and identify people who could help you.



- If you live alone, or your household members work or are not capable of assisting you, consider asking neighbors to help you down the stairs (in case of fire or power failure). Keep their telephone numbers and other contact information handy.
- If you rely on the elevator for evacuation, ask the building owner or manager if they will notify you in advance before they take the elevator out of service during an emergency (or for maintenance in normal circumstances).
- If your building has staff, ask your building owner or manager if the staff can alert emergency responders and/or assist you, if possible.
- Take into consideration the factors outlined in Section 6(A)(2) Evacuation Assistance.

2. Keep a whistle in your apartment or bang pots together in case you need to signal to neighbors or others that you need assistance.

3. Prepare and have ready a written note explaining your communication needs if you will need assistance understanding others or others will need assistance understanding you. If you communicate in writing, purchase and keep a portable white board, chalk board or other personal communications device.

4. If you use a scooter or wheelchair, know the size and weight of your device, and whether it is collapsible, to assist in making transportation arrangements.

B. If you can provide help

1. Be a caring neighbor. During an emergency, if safe to do so, check on neighbors who may need assistance, especially seniors and persons with disabilities, who may need to be warned.

2. If you can safely do so and are physically able, assist a neighbor in evacuating a building. Do not use elevators during a fire. See Section 6(A), Evacuation Assistance.

3. When providing assistance, listen carefully to what your neighbor has to say about how they should be lifted or moved.

3. READINESS SUPPLIES (FOR HOME EMERGENCIES AND YOUR GO BAG)

A. Home Emergency Supply Kit

B. Go Bag

A. Home Emergency Supply Kit

Keep enough supplies in your home to survive for up to seven days. Below are suggested items to keep in an easily accessible container (replace expired items from time to time):

- One gallon of drinking water per person per day
- Nonperishable, ready-to-eat canned foods and manual can opener
- First aid kit
- Flashlight
- Battery-operated AM/FM radio and extra batteries
- Whistle to signal for help from neighbors
- Personal hygiene items: soap, feminine hygiene products, toothbrush, toothpaste, etc.
- Cell phone charging cord and portable battery pack
- Child care supplies or other special care items
- Pet food and supplies
- At least a week's supply of any medication or medical supplies you use regularly
- Spare eyeglasses or contact lens supplies
- Extra batteries for hearing aids
- Back-up equipment or extra supplies for any other home medical or communication devices

B. Go Bag

Your Go Bag should be sturdy and easy to carry, like a backpack or a small suitcase on wheels. You'll need to customize your Go Bag for your personal needs, but some of the important things you need in your Go Bag include:

- Copies of your important documents in a waterproof and portable container (insurance cards, birth certificates, deeds, photo IDs, proof of address, etc.)
- Extra set of car and house keys
- Copies of credit/ATM cards
- Cash (in small bills)
- Bottled water and nonperishable food, such as energy or granola bars
- Flashlight
- Battery-operated AM/FM radio
- Extra batteries/chargers

- Medical items, including:
  - First-aid kit
  - At least a week's supply of any medication or medical supplies you use regularly
  - Medical insurance, Medicare and Medicaid cards
  - A list of medications (and dosages)
  - Names of physicians and contact information
  - Information about medical conditions, allergies and medical equipment.
- Toiletries
- Notepad and pen
- Contact and meeting place information for your household
- Lightweight raingear and blanket
- Items to comfort or distract you, such as a book or deck of cards
- Child care supplies, including games and small toys.
- For pets and service animals:
  - A current color photograph of your pet or service animal (or even better, one of you together, in case you are separated)
  - Name of veterinarian and contact information
  - Ownership, registration, microchip and vaccination information.
  - Food and water dishes
  - Leash and (if needed) muzzle
  - Cotton sheet to place over carrier to help keep your pet or service animal calm
  - Plastic bags for clean-up

4. HOME SAFETY AND FIRE PREVENTION

A. Home Safety Devices
B. Safe Home Heating
C. Lithium-Ion Battery E-Safety
D. Additional Fire Prevention Tips
E. Extinguishing a Small Fires

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

A. Home Safety Devices

1. Smoke and carbon monoxide alarms

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

2. Assistive devices

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

B. Safe Home Heating

1. Call 311 (see instructions on page 3) for a fire inspection if you are unsure your heat source is safe.

2. If you need a portable heater, only use portable electrical heaters approved for indoor use (with enclosed heating elements). Do NOT use your stove or oven to heat your apartment. Do NOT use kerosene or propane heaters, which are dangerous and illegal for indoor use in New York City.

3. Check the power current required to operate the portable heater. Make sure that it can safely operate on a standard household electrical circuit. See Section 4(C), Fire Prevention Tips.

4. Check the heater from time to time when it is on, and turn it off when you leave the apartment or when you go to sleep. Never leave children alone in a room when a portable space heater is on.

5. Keep all household materials that can catch on fire, including furniture, drapes, carpeting and paper, at least three feet away from the heat source. Never drape clothes over a space heater to dry.

C. Lithium-Ion Battery E-Safety

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

1. Lithium-ion batteries have become a leading cause of fires and fire deaths in New York City. The batteries are found in micromobility devices such as e-bikes, e-scooters, hoverboards and other devices. These battery fires are explosive, fastmoving and destructive.

2. Fires, fire injuries, and fire fatalities in multiple dwellings have increased in NYC in recent years.

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

3. Lithium-ion batteries that have been damaged or tampered with are particularly dangerous. One such battery that was discarded on a City street burned for 10 minutes, continuously exploding and spreading flaming debris. See the video at: https://www.youtube.com/watch?v=abSwglkpJ20&t=1s.

4. For information about safe disposal of lithium-ion batteries, visit www.FDNYsmart.org.

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

- Fire or Smoke
- Battery overheating
- Change in battery shape or color
- Battery making odd noises
- Battery leaking
- Strange battery smell
- Battery damaged or tampered with

Here's What to Do to Be E-Safe

- **BUY only lithium-ion battery powered e-bikes or other micromobility devices that are CERTIFIED by an accredited testing laboratory. Look for a UL or other accredited testing laboratory symbol that references UL Standard 2849, 2272 or 2271.**
  - WHY? These certifications provide proof that these products meet industry standards and are safe to operate under normal circumstances.
- **USE the original battery, power adapter and power cord supplied with the device, or a manufacturer-recommended or accredited testing laboratory-certified replacement.**
  - NEVER use unapproved chargers/batteries, even if they cost less.
  - WHY? Uncertified batteries or chargers may not be designed to work with your product.
  - RESULT: An unapproved battery may overcharge, overheat and catch on fire.
- **PLUG the e-bike directly into an electrical wall outlet when charging.**
  - NEVER charge a lithium-ion battery with an extension cord or power strip.
  - WHY? These batteries require a lot of electrical current, more than most extension cords and power strips can handle.
  - RESULT: The extension cord or power strip can overheat and cause a fire.
- **CHARGE your e-bike or other device in a safe facility, not in your apartment, if possible. Ask your building or employer if they can provide a safe charging and storage facility.**
  - WHY? Lithium-ion batteries store a lot of energy and when they overheat they release intense energy. Most apartments do not have sprinklers, and many furnishings and household items are highly combustible.
  - RESULT: A fire in your apartment can be devastating.
- **MAKE SURE you have a way out of the apartment in the event of fire!**
  - NEVER charge your lithium-ion battery or store the battery next to an apartment door or window that can be used to escape.
- **MONITOR your e-bike or e-bike battery when it is being charged.**
  - READ the manufacturer's charging and storage instructions and follow them.
  - NEVER charge the battery overnight or when you are not in the apartment.
  - NEVER charge an e-bike or e-bike battery on or near your bed or couch, or close to drapes, papers or other combustible materials

D. Additional Fire Prevention Tips

1. Discarded, accidentally left lit and carelessly handled cigarettes are a leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa or other upholstered furniture. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
2. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
3. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your stove and oven are off.
4. Monitor coffee pots, hot plates and other electrical devices with heating elements. Don't leave them on when not needed. Make sure to turn them off at night or when no one is home.
5. Never plug too many devices into electrical outlets. Most household outlets provide 15 amperes of electrical current, except outlets designated for large household appliances or air conditioners. Do not operate household equipment, including microwaves, toasters, coffee pots, hot plates and other devices that use a significant amount of current on the same electrical outlet without first checking the amount of current they use.
6. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
7. Keep all doorways, and all windows leading to fire escapes, free of obstructions.

8. Report to the building owner or manager any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.

9. Window gates should be installed only when absolutely necessary for security reasons. Install only Fire Department-approved window gates.
   - Do not install window gates with key or combination locks. A delay in finding or using the key or combination could cost lives.
   - Familiarize yourself and the members of your household with the operation of the window gate.
   - Maintain the window gate's operating mechanism so it opens smoothly. Don't place any furniture or personal items where they would prevent the window gates from opening.

10. Familiarize yourself and members of your household with the location of all building stairwells, fire escapes and exits and the route to get to them.

11. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.

12. Exercise care in the use and placement of fresh cut decorative greens, including Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including candles and fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

13. Never use a propane, charcoal or other portable grill indoors.

14. Decorative fireplaces that use liquid alcohol or other flammable liquid are a potential fire hazard. The liquid is easy to spill and quick to ignite. See Section 7, Emergency Preparedness Resources, for more information.

E. Extinguishing a Small Fire

1. You are not expected to put out a fire once it has spread. Instead:
   - Get everyone out of the apartment.
   - Leave immediately and close the apartment door behind you. (**This is very important.**)
   - Report the fire by calling 911 as soon as you reach a safe location. (If your building has a fire alarm system, use the manual pull station to activate the fire alarm as you leave the building.)
   - Notify any building staff.

2. For a fire that has not spread, you can use a portable fire extinguisher. Standard ABC-type (dry chemical) portable fire extinguishers are designed for household fires, except for stove-top fires. Cover the pan or pot and/or use a baking soda or wet portable fire extinguisher (labeled Class K) for stove-top grease/oil fires.

3. To use a portable fire extinguisher, remember P.A.S.S.:
   - Pull
   - Aim
   - Squeeze
   - Sweep

5. KNOW YOUR BUILDING

Learn about your building's construction and types of fire protection systems. This will help you make informed decisions in the event of a fire or non-fire emergency in your building.

- Building construction: Is your building made of fireproof (non-combustible) material or non-fireproof (combustible) material?
- Building fire protection systems: Is your building protected by a sprinkler system? Does it have a fire alarm system or a building communications system?
- Getting out safely (means of egress): How can I get out of the building in case of emergency? Where do the stairwells and other exits leave me: on the street, in the lobby, in the rear yard or other location?

Review the Building Information Sheet you receive from your building owner. Owners of apartment buildings (three or more apartments) are required to prepare and distribute a Building Information Sheet and New York City Apartment Building Emergency Preparedness Guide to all residents and building staff. They are also required to post an Emergency Preparedness Notice on the inside of your apartment entrance door, and in the lobby or common area.

A. Building Construction
B. Fire Protection Systems
C. Getting Out Safely (Means of Egress)
D. Apartment Identification and Fire Emergency Markings

A. Building Construction

1. Non-Combustible Buildings. A "non-combustible" or "fireproof" building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to fire and therefore will not contribute to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or part thereof in which they start and less likely to spread beyond the building walls to other apartments and floors.

- THIS DOES NOT MEAN THAT A NON-COMBUSTIBLE BUILDING IS IMMUNE FROM FIRE. While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke and carbon monoxide, which can travel throughout the building, especially if apartment or stairwell doors are left open.

2. Combustible Buildings. A "combustible" or "non-fireproof" building has a wood or other structure that will burn if exposed to fire. A fire that spreads from the burning contents of an apartment into the building walls can spread within the walls and endanger the entire building.

Check the Building Information Sheet for your building to see whether it is combustible or non-combustible construction.

B. Fire Protection Systems

Regardless of the type of construction it is, your building may be protected by fire protection systems that detect and/or help prevent fires, and provide early warning to building occupants.

1. Fire Separations. Most apartments have sheetrock walls and ceilings and fire-rated metal doors. Many buildings also have enclosed stairwells (enclosed within their own walls and doors). Sheetrock and fire-rated doors are "passive" fire protection systems designed to contain the fire for some amount of time, to allow the Fire Department to respond and extinguish the fire and rescue building occupants.
   - ALWAYS close the door to your apartment as you leave if there is a fire in the apartment. LEAVING THE APARTMENT DOOR OPEN WHEN THE APARTMENT IS ON FIRE ALLOWS THE FIRE TO SPREAD OUTSIDE OF THE APARTMENT.
   - NEVER block/chock open stairwell doors. Stairwell doors should be kept closed at all times.

2. Sprinkler Systems. A sprinkler system is designed to extinguish a fire by spraying water on it. A sprinkler head on the ceiling detects the heat of a fire and automatically releases the water from the pipe in the ceiling. It also sounds an alarm at street level, or, in most newer buildings, transmits an alarm to a fire alarm company central monitoring station.

- Sprinklers are good at preventing a fire from spreading, but the fire may still generate a large quantity of smoke. Smoke spread can be life-threatening to other building occupants. Always close the apartment door as you leave.
- Apartment buildings constructed since 2000 generally are protected by a sprinkler system. Earlier buildings generally do not have a sprinkler system throughout the building. Some have partial sprinkler systems in open stairwells, compactor rooms or other areas.

3. Emergency Voice Communication Systems. Most high-rise apartment buildings constructed since 2009 that are taller than 12 stories or 125 feet are equipped with a building-wide emergency voice communication system that allows Fire Department personnel to make announcements in the stairwells and in each dwelling unit from a central location, usually the building lobby.

4. Fire Alarm Systems. All apartment buildings have smoke alarms and carbon monoxide alarms in individual apartments (see Home Safety Devices, Section 4(a) above). These alarms are not connected to a building fire alarm system and do not automatically notify a fire alarm company central station; they only sound in the apartment.

   Some buildings have fire alarm systems, but they may be limited in the areas they cover and may not activate an alarm throughout the building.
   - Most apartment buildings built since 2009 have a building fire alarm system, but it is limited to smoke detection in mechanical and electrical rooms. Any alarm in those rooms is automatically transmitted to a fire alarm company central monitoring station, which notifies the Fire Department.
   - Some older buildings have an interior fire alarm system with loudspeakers designed to warn building occupants of a fire in the building and manual pull stations that can be used to activate the fire alarm system. The manual pull stations are usually located near the main entrance and by each stairwell door. The manual pull stations generally do not automatically transmit a signal to a fire alarm company central monitoring station.

   If you see or hear any of these devices sound an alarm, call 911. Do not assume that the Fire Department has been notified.

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

Check the Building Information Sheet for your building to see whether there is a sprinkler system, fire alarm system, emergency voice communication system or public address system in your building.

C. Getting Out Safely (Means of Egress)

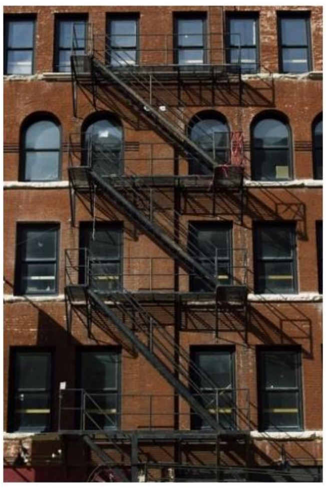
Almost all residential apartment buildings have at least two means of egress (way of exiting the building). There are several different types of egress:

1. Interior Stairs. All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed.
   - Enclosed stairwells are more likely to allow safe egress from the building, if the doors are kept closed.
   - Unenclosed stairs do not prevent the spread of flame, heat and smoke. Flames, heat and smoke from a fire will rise up the stairs and prevent safe egress down the stairs from floors above the fire.

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

3. Fire Tower Stairs. These are generally enclosed stairwells in a "tower" separated from the building by air shafts open to the outside. The open air shafts allow the heat and smoke to escape, keeping the stairwell safe.

4. Fire Escapes. Older buildings may have a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes should be used only if the primary means of egress from the building (stairwells) have become unsafe because they are obstructed by flame, heat or smoke.



5. Exits. Almost all buildings have more than one exit to the outdoors. In addition to the main entrance to the building, there may be side exits, rear exits, basement exits, and exits to the street from stairwells. You should know which exits lead to the street or other safe place, and how to get to them from your apartment.
   - Some of these exits may have alarms and should only be used in an emergency.
   - Roof access doors are not exits and may or may not allow access to adjoining buildings. Roofs are dangerous places, especially at night or in a fire. They usually have limited or no lighting and often have tripping hazards and unprotected drop-offs. Do not use roof access as an exit except as a last resort and only if there is safe access to an adjoining building.

Check the Building Information Sheet for your building to see the different means of egress from your building and where they exit the building.

D. Apartment Identification and Fire Emergency Markings

All apartments are required to have the apartment number clearly marked at eye level on the main entrance door to the apartment, in the building corridor. This will help the Fire Department and other first responders quickly locate your apartment in an emergency.

In addition, many apartment buildings are now required to post or mark the apartment number on the door jamb, at floor level. These reflective or luminous "fire emergency markings" will help the Fire Department locate your apartment during a fire or smoke condition when the eye-level door numbers are not visible. All duplex and other multi-floor apartments, and all apartment buildings that are not protected by a sprinkler system and have more than 8 apartments on a floor, are required to install the fire emergency markings on apartment and stairwell door jambs. For more information, see Section 7, Emergency Preparedness Resources.

Make sure your apartment number is on your apartment door. Check whether fire emergency markings are required in your apartment building.

6. WHAT TO DO IN A FIRE OR NON-FIRE EMERGENCY

A. Fires
B. Medical Emergencies
C. Utility Emergencies
D. Weather Emergencies
E. Hazardous Materials Emergencies
F. Building Explosions/Collapse
G. Terrorism

A. Fires

In the event of a fire, follow the directions of Fire Department personnel. However, there may be emergency situations in which you may be required to decide on a course of action to protect yourself and the other members of your household before Fire Department personnel arrive on scene or can provide guidance.

1. Emergency Fire Safety Instructions

The instructions below are intended to assist you in selecting the safest course of action. Please note that no instruction can account for all of the possible factors and changing conditions; you will have to decide for yourself what is the safest course of action under the circumstances.
- Stay calm. Do not panic. Notify the Fire Department as soon as possible. Firefighters will be on the scene of a fire within minutes of receiving an alarm.
- Because flame, heat and smoke rise, generally a fire on a floor below your apartment presents a greater threat to your safety than a fire on a floor above your apartment.
- Do not overestimate your ability to put out a fire. Most fires cannot be easily or safely extinguished. Do not

attempt to put the fire out once it begins to quickly spread. If you attempt to put a fire out, make sure you have a clear path of retreat from the room.

- If you decide to exit the building during a fire, close all doors as you exit to confine the fire. NEVER USE THE ELEVATOR. It could stop between floors or take you to where the fire is, and can become filled with smoke or heat.
- Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in a heavy smoke condition, get down on the floor and crawl, keeping your head close to the floor. Take short breaths, breathing through your nose.
- If your clothes catch fire, don't run. Stop where you are, drop to the ground, cover your face with your hands to protect your face and lungs and roll over to smother the flames.

If the fire is in your apartment:

- Close the door to the room where the fire is, and leave the apartment.
- Make sure EVERYONE leaves the apartment with you.
- Take your keys.
- Close, but do not lock, the apartment door.
- Use the nearest stairwell that is free of smoke to exit the building.
- DO NOT USE THE ELEVATOR.
- Call 911 as soon as you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
- Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.

If the fire is not in your apartment <u>(in NON-COMBUSTIBLE OR FIREPROOF BUILDINGS):</u>

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

If the fire is not in your apartment <u>(in COMBUSTIBLE OR NON-FIREPROOF BUILDINGS):</u>

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

2. <u>Evacuation Assistance</u>

If you will need assistance in evacuating the building, you should develop a plan in advance and arrange a network of supports to be sure that you will be able to get out. For more information, see Section 2, Persons Who Need Assistance.

In developing your plan, take the following factors into consideration:

- The most common problem in evacuating is inability to walk or difficulty walking. Elevators can be used to evacuate the building in most emergencies, but not during a fire or power outage.
- Relocating within the building below the fire floor or non-fire emergency may be sufficient to protect you from harm.
- If you use a wheelchair, scooter or other motorized device, consider keeping a lightweight travel wheelchair or evacuation chair in your apartment to make it easier for others to assist you when the elevator can't be used. Show how it works to those who will be helping you.
- Carrying a person down flights of stairs is difficult, at best. If you and those who may be helping you think it can be done, educate yourselves as to different ways persons can be carried. For more information, see Section 7, Emergency Preparedness Resources.

As a last resort, if you are unable to evacuate, retreat to the safest area from the fire or other emergency. This could be your apartment, a neighbor's apartment, or the stairwell itself. Some newer buildings may have a room near the stairwell designed as a shelter and equipped with a telephone. Call 911 (or have others call 911) to report your situation.

B. Medical Emergencies

Take a moment to plan ahead for a medical emergency. What should you do if you, a member of your family or a neighbor experience a medical condition that requires emergency ambulance transport to a hospital?

Familiarize yourself with the warning signs of a medical emergency and the information the 911 operator will ask you to provide. Keep handy the phone numbers of someone you can call to meet emergency responders and escort them directly to the patient.

1. Warning signs. The following are warning signs of a medical emergency:

- Burns or smoke inhalation
- Bleeding that will not stop
- Breathing problems, such as difficulty breathing or shortness of breath
- Change in mental status, such as unusual behavior, confusion, difficulty in waking
- Chest pain
- Choking
- Coughing up or vomiting blood
- Fainting or loss of consciousness
- Feeling of committing suicide or murder
- Head or spine injury
- Severe or persistent vomiting
- Sudden, severe pain anywhere in the body
- Sudden dizziness, weakness, or change in vision
- Swallowing a poisonous substance
- Upper abdominal pain

2. Call 911. Should you or a member of your household experience any of the above symptoms, immediately call 911. Be ready to provide the following information to the 911 operator:

- The address of the building, including the nearest cross-street and apartment number.
- The best building entrance to use to get to where you are.
- The number of persons who are ill and your exact location inside or outside of the building.
- Your chief complaint and/or present condition (e.g. bleeding, breathing/not breathing, conscious/unconscious, etc.).
- Any disability of which emergency responders should be aware, such as hearing loss, blind or limited vision, or a cognitive disability that will affect the emergency responders ability to communicate with you.
- Have a family/household member stay with you.

3. Notify Building Staff. After calling 911, notify building staff that you have called 911 for an ambulance. Ask them to meet the emergency responders, let them into the building and assist them in finding your apartment. If you do not have or cannot reach building staff, ask a family member or neighbor to meet and assist the emergency responders.

C. Utility Emergencies

Utility disruptions include power outages, carbon dioxide releases, gas leaks and water leaks. They can affect a single apartment, building or block or the entire city.

1. Power Outages

Advance preparation:

- Keep flashlights and spare batteries in your apartment.
- Avoid the use of candles, which can start a fire. For more information about the safe use of candles, see Section 7, Emergency Preparedness Resources.
- If you rely on medical equipment that requires electric power, look into obtaining a back-up power source. Ask your utility company whether your medical equipment qualifies you to be listed as a life-sustaining equipment (LSE) customer who will be contacted in the event of power emergency. See Section 7, Emergency Preparedness Resources.
- Keep your cell phone charged. If you have a battery pack, keep it fully charged as well.

At time of the power disruption:

- Call your utility company immediately to report the outage. See Section 7, Emergency Preparedness Resources.
- Turn off all appliances that will turn on automatically when service is restored, to avoid a power surge that can damage your electrical circuits and appliances.
- Keep refrigerator and freezer doors closed as much as possible to avoid spoilage.
- Do not use generators indoors. They can create dangerous levels of carbon monoxide.
- Do not use propane or kerosene heaters or grills indoors.

2. Carbon Monoxide Release

Carbon monoxide (CO) is a colorless, odorless gas produced by fuel-burning appliances and equipment (such as stoves, furnaces and hot water heaters), fireplaces and vehicle exhaust pipes. The carbon monoxide generated by these appliances should be released outdoors through a chimney, vent pipe or other means. A blocked or cracked chimney or vent pipe can allow carbon monoxide to enter the building, sometimes many floors from the source.

Symptoms of carbon monoxide poisoning are flu-like. They may include headache, dizziness, fatigue, chest pain, vomiting. If not promptly addressed, it can cause death.

IF YOU SUSPECT CARBON MONOXIDE POISONING:

- Open windows.
- Evacuate the building.

- Call 911 as soon as you reach a safe location.
- Call your local utility company.

3. Gas Leaks

Many apartments use piped natural gas from the utility company for cooking and clothes drying. Natural gas is flammable and explosive. If it leaks and collects in an apartment or room, a spark can ignite it, causing an explosion and a fire.

Piped natural gas is given a distinctive, “rotten eggs” smell by the utility company. If you smell natural gas:
- Do not operate any light switches or electrical devices in the apartment, including your cell phone. Any spark could cause a fire.
- Do not smoke and immediately extinguish any smoking materials.
- Evacuate the building, taking all members of your family/household.
- Call 911 to report the emergency when outdoors.
- For more information about building explosions, see Section 6(F).

4. Water Leaks or Interruptions

Water leaking into electrical wiring can cause a fire.

- If water is leaking into your apartment (or from your apartment to others), immediately arrange for repairs or notify the building owner or manager to do so (as applicable).
- If water is entering electrical wiring in the ceiling or walls, call 911.
- If you have no water or very low water pressure, report the condition to 311 (see instructions on page 3).
- If you have a concern about drinking water quality, report the condition to 311. Monitor Notify NYC or local radio and TV stations for official guidance as to a widespread drinking water emergency.
- If you see water coming up from the ground or roadway, or suspect a water main break, call 311.

D. Weather Emergencies

1. Extreme Heat

During a heat wave your apartment may be unsafe if it is not air conditioned. Infants, the elderly and the ill are particularly vulnerable to the effects of extreme heat.

Monitor Notify NYC and local radio and TV stations for extreme heat warnings.

IN AN EXTREME HEAT EMERGENCY:

- With the approval of the building owner, purchase and install one or more air conditioners. Only install air conditioners if the apartment’s electrical wiring can provide adequate power. Make sure that the air conditioners that you purchase do not require more power than your apartment’s electrical wiring can provide. Air conditioners should be installed by a trained and knowledgeable person to make sure that they are securely affixed to the building and do not endanger others below.

- Spend as much time as possible, especially during the day, in an air conditioned place. This could be a friend or neighbor’s apartment, a restaurant or store, or a cooling center.

- During heat emergencies, New York City operates cooling centers in air-conditioned public facilities. Public pools may also be available. Call 311 or access NYC Cool options at https://finder.nyc.gov/coolingcenters/ during a heat emergency to find a local cooling center or pool.

- Avoid strenuous activity.

- Drink plenty of water. Avoid alcohol and caffeinated beverages.

- Conserve power: if you have an air conditioner, set it no lower than 78 degrees during a heat wave when you are in your apartment, and turn off nonessential appliances.

2. Blizzards and Other Winter Weather Storms

The public is generally advised to shelter in place in their homes during a winter weather storm. Apartment buildings usually provide a safe environment during storms and persons can remain indoors for several days if necessary if they make adequate provision for food and other supplies.

3. Heavy Rain, Coastal Storms and Hurricanes

In recent years, heavy rainstorms have caused flash flooding in NYC, inundating streets, subways, and basement apartments. Basement apartments and other low-lying areas are at risk of flooding in heavy rain. Make plans to evacuate your basement apartment in advance of a storm that is predicted to cause flooding, or seek shelter on a higher floor. If you are caught inside by rising waters, call 911 for help. Do NOT try to swim to safety.

Avoid travel if heavy rain is forecasted and during storms. Avoid walking and driving through flooded areas. As few as six inches of moving water can knock a person over. Six inches of water will reach the bottom of most cars, causing loss of control and possible stalling. One or two feet of water can carry away a vehicle. Many deaths result from cars swept away by floodwaters.

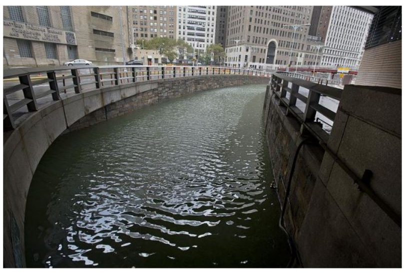
If you have to walk in water, walk where the water is not moving or uses a stick to check the safety of your path. Do not enter flooded subway stations or buildings surrounded by floodwaters.

For more information, visit NYCEM’s website: https://www.nyc.gov/site/em/ready/flooding.page.

In some extreme weather emergencies, such as hurricanes, the City may order evacuations in areas. If you live in a high rise building, especially on the 10th floor or above, stay away from windows in case they break or shatter, or move to a lower floor.

Advance preparation:

- Before a coastal storm or hurricane, find out if you live in one of New York City's hurricane evacuation zones. See Section 7, Emergency Preparedness Resources, or NYC.gov/knowyourzone.
- Prepare your home. Secure outdoor objects, close windows and exterior doors securely, move valuable items to upper floors, and top off your generator with fuel.
- Have your Go Bag ready.
- Know where you will go in the event an evacuation order is issued. Stay with family or friends or call 311 for information before, during or after the storm.
- If ordered to evacuate, do so as directed. Use public transportation if possible. Keep in mind that public transportation may shut down several hours before the storm arrives.
- If you need to use the elevator to evacuate and are in an evacuation zone, be sure to evacuate before elevator service is discontinued to protect the elevators from flooding. Building owners are required to post signs in the building lobby or common area in advance (if possible) of a weather emergency if they will be discontinuing elevator service. Advance notification of the building owner/ management may help ensure you receive appropriate notification. See Section 2, People Needing Assistance.



- Be prepared for a power interruption by charging your cell phone and other portable devices and adjust the refrigerator setting to a colder temperature.

During the storm:

- Stay informed. Listen to local weather forecasts and announcements from officials. Sign up for and monitor Notify NYC at https://a858-nycnotify.nyc.gov/notifynyc/.
- Stay indoors. If you live in a basement apartment, be prepared to move to a higher floor during periods of heavy rain.
- Call 911 if you have a medical emergency or are in danger from physical damage to your building or apartment, but be aware that an emergency response may be delayed or unavailable during the storm.
- If you are trapped inside by rising waters, move to a higher floor, but don't retreat into an enclosed attic unless you have a saw or other tool to cut a hole in the roof if necessary. Call 911 and report your situation. Wait for help. Do NOT try to swim to safety. Do not enter a building if it is surrounded by floodwaters.
- Stay away from downed power lines. Water conducts electricity.

4. Earthquakes

Although earthquakes are not common in the New York City area, earthquakes can and have affected our area, and apartment building residents and staff should be prepared.

Depending on its location, even a small earthquake can cause buildings to shake, physically damage buildings (including cracks in walls), and cause objects to move or fall from shelves.

During an earthquake, "drop, cover and hold on":

- Take cover under a sturdy piece of furniture (such as a table) and hold on.
- If you cannot take cover under a piece of furniture, take cover in a corner next to an inside (interior) wall.
- Drop to the floor.
- Cover your head and neck with your arms.
- If you use a wheelchair, take cover in a doorway or next to an interior wall and lock the wheels. Remove from the wheelchair any equipment that is not securely affixed to it. Cover yourself with whatever is available to protect yourself from falling objects.
- If you are unable to move from a bed or chair, protect yourself from falling objects with blankets or pillows.
- If you are outdoors, go to an open area away from trees, utility poles and buildings.
- Stay where you are until the shaking stops.

Be aware that there may be aftershocks, additional earthquake vibrations which often follow an earthquake.

5. Tornados

Although not common in the New York City area, a number of tornados (and microbursts, a similar wind condition) have touched down in New York City in recent years.

In the event of a tornado alert:

- If a tornado is approaching your neighborhood, immediately go to the basement of your building. If your building has no basement, go to the lowest floor of the building.
- Stay next to the wall in an interior room or area away from windows until the tornado has passed.
- Avoid interior spaces with roofs that span a large open space, such as atriums and auditoriums.
- If there is no suitable place to shelter in your building, evacuate your building for a safer location, but only if there is sufficient time to get there.

E. Hazardous Materials Emergencies

1. Chemical

A hazardous materials emergency can result from an accident, such as an overturned truck or an explosion in a factory, or as a result of criminal activity, such as a terrorist attack.

If the chemical is being dispersed through the air, every effort should be made to avoid breathing it in.

During the emergency:
- Shelter in place. Generally, it is safest to shelter in place in your apartment.
- Turn off all air conditioners and ventilation systems, close windows and seal up all ventilation grilles and other openings that will allow outside air to enter into your apartment.
- Monitor Notify NYC and local radio and TV stations for additional information.

If you are near the area of the chemical release or it has entered your apartment:

- Cover your nose, mouth and as much of your skin as possible.
- Evacuate your apartment and building if it is safe to do so. If not, move to an interior room, such as a bathroom and seal up the windows and doors.

Once the emergency has been resolved, if you have been exposed to, or contaminated by, the chemical:

- Listen for instructions from public authorities and/or first responders.
- Decontaminate yourself as soon as you reach a clean area. Obtain medical assistance if needed.

Monitor Notify NYC for guidance if the hazardous materials release affects the water or food supply.

2. Radiological Dispersal Device (RDD)

Radiological dispersal devices (RDDs) use conventional explosives with radioactive material. RDDs are not capable of creating a nuclear explosion: they are not nuclear weapons. They are meant to cause panic and disrupt daily life.

RDDs can cover a wide area with dangerous radioactive material. Radioactive material dispersed from an RDD can settle like dust on your clothing, your body, and other objects.

If you are outside, immediately take shelter in the nearest safe building and monitor Notify NYC (and local radio and TV stations, if available) for additional information and instructions.

If you or your family are near the location of a confirmed RDD explosion, follow the steps below to reduce any potential radiation exposure. Do not go to a hospital unless you have a medical emergency.

- Take off your outer layer of clothing and your shoes. This can remove up to 90% of any radioactive material. Do not shake or brush off the dust.
- Seal the clothing and shoes you were wearing in a plastic bag or other container and keep them away from people and pets, but do not place them in the garbage.
- Gently blow your nose and wipe your eyes and ears with a clean wet cloth.
- Take a shower with plenty of soap. Wash from your head down. Avoid scratching your skin. Wash your hair using shampoo only. Do not use conditioner because it may cause radioactive material to stick to your hair and skin.
- If you cannot shower, use a dry or wet cloth or wipe to clean skin that was uncovered, including your face and hands. Seal the used cloth or wipes in a bag or container like you did with your contaminated clothes.
- Put on whatever clothing and shoes you have that are not contaminated with dust. If necessary, borrow clothes from a neighbor.
- All personal devices and equipment that may have been exposed to radioactive material, especially wheelchairs and other mobility equipment, should be wiped down with a damp cloth or wipe. Make sure to clean the wheels. Wash your hands afterwards.
- Decontaminate pets and service animals by washing and shampooing them. It is not necessary to shave their fur.

F. Building Explosions/Collapse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The most common reason for a building explosion is a gas leak. See Section 6(C)(3), Gas Leaks.

Building explosions can also result from malfunctioning equipment or criminal activity.

Explosions can cause buildings, or portions of buildings, to collapse. Building collapses also result from unlawful or improperly performed alterations to the building structure.

Buildings of noncombustible construction (with concrete or steel structures) are less likely to collapse, except in extraordinary circumstances.

If there is an explosion in your apartment building:
- Attempt to determine the severity of the damage to the building (such as collapsed or cracked ceilings or walls, clouds of dust, or strong smell of gas) and whether you are in immediate danger.
- If conditions allow, evacuate the building as quickly and calmly as possible.
- Call 911 as soon as you are in a safe location.
- If you cannot safely evacuate or you are not certain it is safe to evacuate, call 911 and follow the instructions they provide.
- If there is a possibility of a collapse of walls or ceilings, take cover under a sturdy piece of furniture (such as a table).

If there is a collapse in your building and you are trapped by debris:
- Cover your nose and mouth with a dry cloth or clothing.
- Move around as little as possible to avoid generating dust, which may be harmful and make it difficult to breathe.
- Tap on a pipe or wall so rescuers can hear where you are. Use a whistle if one is available.

G. Terrorism

A terrorist's primary objective is to create fear. With accurate information and basic emergency preparedness, you can fight back. Visit PlanNowNYC, a website developed by NYC Emergency Management and the City's other emergency response agencies to help New Yorkers prepare for terrorist attacks. See Section 7, Emergency Preparedness Resources.

1. Know the Facts and Be Responsible

- Keep in mind that terrorism can take many different forms. By preparing for the fire and non-fire emergencies addressed above, you will also be preparing for terrorist attacks.
- Know the facts of a situation and think critically. Confirm reports using a variety of reliable sources of information, such as the government or media. Do not spread rumors.
- Do not accept packages from strangers, and do not leave luggage or bags unattended in public areas such as the subway.
- If you receive a suspicious package or envelope, do not touch it. Call 911 and alert City officials. If you have handled the package, wash your hands with soap and water immediately. Read the US Postal Service's tips for identifying suspicious packages. For more information, see Section 7, Emergency Preparedness Resources.

2. Active Shooter Emergencies

In an active shooter emergency, one or more armed individuals enter a building or other place with the intention of shooting multiple persons, typically at random.

Active shooter incidents are generally associated with public buildings and places, not apartment buildings. However, an active shooter emergency could occur in or around your apartment building, or where you work, shop, or spend recreational time. It is important that you understand how to respond to such emergencies.

DURING AN ACTIVE SHOOTER EMERGENCY, IT IS RECOMMENDED THAT YOU:

1. Avoid (Run). Get away from the shooter, if you can. Leave your personal belongings behind.

2. Barricade (Hide). If you can't safely leave the area, go into an apartment or other room. Lock the door and/or block it with large, heavy objects to make entry difficult. Hide behind a large, solid item if possible, in case shots are fired through the door or wall. Turn off any source of noise and remain still and quiet. Put your cell phone and other devices on silent, not vibrate.

3. Confront (Fight). If you and others cannot safely leave the area and there is nowhere to hide, or the shooter enters your apartment or hiding place, use whatever you can to defend yourself. Coordinate your actions with others, if possible. Commit to your actions and act aggressively. Improvise weapons and throw items. Yell.

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4. Call 911 as soon as it is safe to do so.

Law enforcement personnel responding to an active shooter incident will be focused on identifying and neutralizing the shooter(s). Law enforcement officers will be looking at the hands of all persons they encounter, both to identify the shooter and for their own safety.

1. Keep your hands empty and above your head. Do not carry any items that could be confused with a weapon or a dangerous device.

2. Do not act in a manner that may cause a law enforcement officer to view you as a threat. Do not make any sudden movements. Keep your distance. Do not run towards law enforcement officers or grab them.

3. The law enforcement personnel you first encounter may not be designated to render medical assistance. If possible, proceed to a more secure area before requesting assistance.

4. You may not be allowed to immediately leave the scene of the incident. Be prepared to be detained for questioning.

7. EMERGENCY PREPAREDNESS RESOURCES

Emergency Preparedness Basics

Notify NYC: Sign up for Notify NYC to receive notifications by going to NYC.gov/NotifyNYC, follow @NotifyNYC on Twitter, contact 311, or get the free app for your Apple or Android device:
https://a858-nycnotify.nyc.gov/notifynyc/

Ready New York (NYC Emergency Management): The Ready New York guides offer tips and information for all types of emergencies. The information in these guides is available in multiple languages and in audio format:
http://www1.nyc.gov/site/em/ready/guides-resources.page

Reduce Your Risk Guide (NYC Emergency Management): This guide outlines steps property owners can take to prepare through hazard mitigation — cost-effective and sustained actions taken to reduce the long-term risk to human life or property from hazards:
http://www1.nyc.gov/site/em/ready/guides-resources.page#reduce_your_risk

Information for Apartment Dwellers (NYC Department of Housing Preservation and Development (HPD)): HPD's website discusses how apartment renters can prepare for and respond to weather emergencies, natural disasters, hazards, and power outages. Their website also includes information on the legal obligation that landlords have to maintain habitable conditions in residential buildings, including following storm-related or other damage:

https://www1.nyc.gov/site/hpd/services-and-information/disaster-response.page

People Who Need Assistance

People with Health Issues (NYC Department of Health & Mental Hygiene). The Health Department's website focuses on health emergencies but also covers how to prepare for any emergency if you have specific health issues such as persons on dialysis and persons with limited mobility:
http://www1.nyc.gov/site/doh/health/emergency-preparedness/individuals-and-families-dme.page

How to Register as a Life Sustaining Equipment Customer: Con Edison Special Services, 1-800- 752-6633 (TTY: 877-423-4372) and website:
https://www.coned.com/en/accounts-billing/payment-plans-assistance/special-services

PSEG Critical Care Program (Rockaways customers): 800-490-0025 and website:
https://www.psegliny.com/myaccount/customersupport/customerassistanceprograms/criticalcareprogram

National Grid NYC Customer Service (Brooklyn, Queens, and Staten Island customers): 718-643- 4050 (or dial 711 for New York State Relay Service)

National Grid Long Island Customer Service (Rockaways customers): 800-930-5003.

NYC 988: For mental health information, a referral, or if you need to talk to someone, call NYC 988, New York City's confidential, 24-hour Mental Health Hotline: dial 988 anytime or visit website:
https://nyc988.cityofnewyork.us/en/

Home Safety and Fire Prevention

Home Safety:

Smoke Alarms and Carbon Monoxide Detectors (NYC Department of Housing Preservation and Development (HPD)): HPD's website has information about the legal obligations of landlords and tenants to install and maintain smoke alarms and carbon monoxide detectors:
https://www1.nyc.gov/site/hpd/services-and-information/smoke-carbon-monoxidedetectors.page

Fire Safety Publications (NYC Fire Department): The Fire Department has posted on its website fire safety information on more than 25 different topics, including smoke and carbon monoxide alarms:
http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-life-safety.page
http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-safety-educational-publications.page
http://www.fdnysmart.org/

Smoke Alarms (American Red Cross): The Red Cross's website has information about fire safety and smoke alarm installation. The agency and its partners will install a limited number of free smoke alarms for those who cannot afford to purchase smoke alarms or for those who are physically unable to install a smoke alarm. The Red Cross installs a limited number of specialized bedside alarms for individuals who are deaf or hard-of-hearing.

For general information: https://www.redcross.org/sound-the-alarm
For assistance with purchase or installation:
http://www.redcross.org/local/new-york/greater-new-york/home-fire-safety

Fire Prevention

Fire Safety Publications (NYC Fire Department): The Fire Department has posted on its website fire safety information on more than 25 different topics, including tips on residential fire safety, proper use of fire extinguishers, candle safety, and senior fire safety:
http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-safety-educational-publications.page

Fire Code Guide (NYC Fire Department). The Fire Department has posted guidance with respect to the fire safety requirements set forth in the New York City Fire Code and Fire Department rules, including candle safety and decorative alcohol-fueled fireplaces (Chapter 3), Christmas tree safety (Chapter 8), and prevention of electrical hazards (Chapter 6):
https://www1.nyc.gov/site/fdny/codes/reference/reference.page

Know Your Building

Fire Safety Publications (NYC Fire Department): The Fire Department has posted on its website fire safety information on more than 25 different topics, including building construction:
http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-safety-educational-publications.page

Building Construction (FDNY Foundation): The FDNY Foundation is a not-for-profit that promotes fire safety education. Its website has information to help you know whether you live in a fireproof or non-fire proof building:
http://www.fdnysmart.org/safetytips/fire-proof-or-non-fire-proof/

Apartment Identification and Fire Emergency Markings (NYC Fire Department). For more information about apartment identification and fire emergency marking requirements, see NYC Fire Code Sections FC505.3 and FC505.4 and Fire Department rules 3 RCNY 505-01 and 505-02. The Fire Department has posted the Fire Code and rules on its website, together with a Fire Code Guide that includes (in Chapter 5) Frequently Asked Questions about these requirements. The link to this information is:
https://www1.nyc.gov/site/fdny/codes/fire-code/fire-code.page
https://www1.nyc.gov/site/fdny/codes/fire-department-rules/fire-dept-rules.page
https://www1.nyc.gov/site/fdny/codes/reference/reference.page

What To Do In A Fire or Non-Fire Emergency

Evacuation Assistance: Lift and Carry Techniques (City of Los Angeles): The different ways one or two persons can carry someone, with sketches and instructions: http://www.cert-la.com/downloads/liftcarry/Liftcarry.pdf

Evacuation Devices (NYC Mayor's Office for People with Disabilities): The City has posted information about stair chairs and other evacuation devices, including considerations for purchasing an evacuation device for use in your building:

http://www1.nyc.gov/site/mopd/resources/considerations-for-purchasing-an-evacuation-devise-for-use-in-your-building.page

Power Outages. Contact numbers to report power outages and other utility emergencies are as follows:

Utility Company Emergency Numbers:

Con Edison 24-hour hotline: 800-752-6633 (TTY: 1-877-423-4372)
National Grid 24-hour hotline: 1-718-643-4050

Suspicious Mail or Packages: The U.S. Postal Service has published information on how to protect yourself, your business, and your mailroom from a package that contains a bomb (explosive), radiological, biological, or chemical threat:
http://about.usps.com/posters/pos84/welcome.htm

Terrorism

PlanNow NYC (NYC Emergency Management) is the City website that informs New Yorkers about potential terrorist actions and other emergencies. The interactive website is designed to engage New Yorkers about possible emergency scenarios, from an active shooter incident to a radiological, biological or chemical incident: https://plannownyc.cityofnewyork.us/

Run Hide Fight (City of Houston): The City of Houston has published a video about how the public should respond to an active shooter incident:
https://www.youtube.com/watch?v=5VcSwejU2D0

NYPD Shield (NYC Police Department): NYPD Shield is a Police Department program for building owners and other private sector businesses to counter terrorism through information sharing:
https://www.nypdshield.org/public/

401-06 (12-06-2024 w/cover)

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

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

The sending of this notice does not vitiate any prior litigation notices or pleading served upon you, nor does the sending of this notice serve to revive or reinstate any previously terminated tenancy. The word "tenant" as recited in the notice is solely for identification purposes and not a statement of legal status. No admissions or concessions of an owner right or remedy may be construed from the text or sending of this notice.

NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)

UNIT INFORMATION
STREET: 1 Park Point
UNIT OR APARTMENT NUMBER: 817
CITY/TOWN/VILLAGE: Brooklyn
STATE: NY
ZIP CODE: 11218

1. **IS THIS UNIT SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW? (PLEASE MARK APPLICABLE ANSWER)**

   ❑ **YES**
   ☒ **NO**

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

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

   B. Unit is owned by a "small landlord," as defined in subdivision 3 of section 211 of the Real Property Law, who owns no more than 10 units for small landlords located in New York City or the number of units established as the maximum amount a "small landlord" can own in the state by a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, or no more than 10 units, as applicable. In connection with any eviction proceeding in which the landlord claims an exemption from the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, on the basis of being a small landlord, the landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person who owns or is a beneficial owner of, directly or indirectly, in whole or in part, the housing accommodation at issue in the proceeding, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence. If the landlord is an entity, organized under the laws of this state or of any other jurisdiction, then such landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person with a direct or indirect ownership interest in such entity or any affiliated entity, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence (exemption under subdivision 1 of section 214 of the Real Property Law);

   C. Unit is located in an owner-occupied housing accommodation with no more than 10 units (exemption under subdivision 2 of section 214 of the Real Property Law);

   D. Unit is subject to regulation of rents or evictions pursuant to local, state, or federal law (exemption under subdivision 5 of section 214 of the Real Property Law);

   E. Unit must be affordable to tenants at a specific income level pursuant to statute, regulation, restrictive declaration, or pursuant to a regulatory agreement with a local, state, or federal government entity(exemption under subdivision 6 of section 214 of the Real Property Law);

   F. Unit is on or within a housing accommodation owned as a condominium or cooperative, or unit is on or within a housing accommodation subject to an offering plan submitted to the office of the attorney general (exemption under subdivision 7 of section 214 of the Real Property Law);

   G. Unit is in a housing accommodation that was issued a temporary or permanent certificate of occupancy within the past 30 years (only if building received the certificate on or after January 1st, 2009) (exemption under subdivision 8 of section 214 of the Real Property Law);

   H. Unit is a seasonal use dwelling unit under subdivisions 4 and 5 of section 7-108 of the General Obligations Law (exemption under subdivision 9 of section 214 of the Real Property Law) ;

   I. Unit is in a hospital as defined in subdivision 1 of section 2801 of the Public Health Law, continuing care retirement community licensed pursuant to Article 46 or 46-A of the Public Health Law, assisted living residence licensed pursuant to Article 46-B of the Public Health Law, adult care facility licensed pursuant to Article 7 of the Social Services Law, senior residential community that has submitted an offering plan to the attorney general, or not-for-profit independent retirement community that offers personal emergency response, housekeeping, transportation and meals to their residents (exemption under subdivision 10 of section 214 of the Real Property Law);

J. Unit is a manufactured home located on or in a manufactured home park as defined in section 233 of the Real Property Law (exemption under subdivision 11 of section 214 of the Real Property Law);

K. Unit is a hotel room or other transient use covered by the definition of a class B multiple dwelling under subdivision 9 of section 4 of the Multiple Dwelling Law (exemption under subdivision 12 of section 214 of the Real Property Law);

L. Unit is a dormitory owned and operated by an institution of higher education or a school (exemption under subdivision 13 of section 214 of the Real Property Law);

M. Unit is within and for use by a religious facility or institution (exemption under subdivision 14 of section 214 of the Real Property Law);

N. ☒ Unit has a monthly rent that is greater than the percent of fair market rent established in a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York Good Cause Eviction Law, or 245 percent of the fair market rent, as applicable. Fair market rent refers to the figure published by the United States Department of Housing and Urban Development, for the county in which the housing accommodation is located, as shall be published by the Division of Housing and Community Renewal no later than August 1st in any given year. The Division of Housing and Community Renewal shall publish the fair market rent and 245 percent of the fair market rent for each unit type for which such fair market rent is published by the United States Department of Housing and Urban Development for each county in New York State in the annual publication required pursuant to subdivision 7 of section 211 of the Real Property Law (exemption under subdivision 15 of section 214 of the Real Property Law);

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

(PLEASE MARK AND FILL OUT THE APPLICABLE RESPONSE)

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

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

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

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

A. This unit is exempt from Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, for the reasons stated in response to question 2, above (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED):

B. The tenant is receiving this notice in connection with a first lease or a renewal lease, so the landlord does not need to check any of the lawful reasons listed below for not renewing a lease under Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED):

C. The landlord is not renewing the lease because the unit is sublet and the sublessor seeks in good faith to recover possession of the unit for their own personal use and occupancy (exemption under subdivision 3 of section 214 of the Real Property Law):

D. The landlord is not renewing the lease because the possession, use or occupancy of the unit is solely incident to employment and the employment is being or has been lawfully terminated (exemption under subdivision 4 of section 214 of the Real Property Law):

E. The landlord is not renewing the lease because the tenant has failed to pay rent due and owing, and the rent due or owing, or any part there- of, did not result from a rent increase which is unreasonable. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph a of subdivision 1 of section 216 of the Real Property Law):

F. The landlord is not renewing the lease because the tenant is violating a substantial obligation of their tenancy or breaching any of the landlord's rules and regulations governing the premises, other than the obligation to surrender possession of the premises, and the tenant has failed to cure the violation after written notice that the violation must cease within 10 days of receipt of the written notice. For this good cause to apply, the obligation the tenant violated cannot be an obligation that was imposed for the purpose of circumventing the intent of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law. The landlord's rules or regulations that the tenant has violated also must be reasonable and have been accepted in writing by the tenant or made a part of the lease at the beginning of the lease term (good cause for eviction under paragraph b of subdivision 1 of section 216 of the Real Property Law):

G. The landlord is not renewing the lease because the tenant is either (a) committing or permitting a nuisance on the unit or the premises; (b)maliciously or grossly negligently causing substantial damage to the unit or the premises; (c) interfering with the landlord's, another tenant's, or occupants of the same or an adjacent building or structure's comfort and safety (good cause for eviction under paragraph c of subdivision 1 of section 216 of the Real Property Law):

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

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

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

K. The landlord is not renewing the lease because the landlord seeks in good faith to recover possession of the unit for the landlord's personal use and occupancy as the landlord's principal residence, or for the personal use and occupancy as a principal residence by the landlord's spouse, domestic partner, child, stepchild, parent,step-parent,sibling, grandparent, grandchild, parent-in-law, or sibling-in-law. The landlord can only recover the unit for these purposes if there is no other suitable housing accommodation in the building that is available. Under no circumstances can the landlord recover the unit for these purposes if the tenant is (a) 65 years old or older; or (b) a "disabled person" as defined in subdivision 6 of section 211 of the Real Property Law. To establish this good cause in an eviction proceeding, the landlord must establish good faith to recover possession of a housing accommodation for the uses described herein by clear and convincing evidence(good cause for eviction under paragraph g of subdivision 1 of section 216 of the Real Property Law);

L. The landlord is not renewing the lease because the landlord in good faith seeks to demolish the housing accommodation. To establish this good cause in an eviction proceeding, the landlord must establish good faith to demolish the housing accommodation by clear and convincing evidence (good cause for eviction under paragraph h of subdivision 1 of section 216 of the Real Property Law):

M. The landlord is not renewing the lease because the landlord seeks in good faith to withdraw the unit from the housing rental market. To establish this good cause in an eviction proceeding, the landlord must establish good faith to withdraw the unit from the rental housing market by clear and convincing evidence (good cause for eviction under paragraph i of subdivision 1 of section 216 of the Real Property Law):

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

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:07:11 PM EDT
Key: 3D1AD7BC; IP Address: 23.47.58.142

Daniel Kellen Tyler-Caufield *(Resident/Co-Resident)* *Date*

State of New York
Division of Housing and Community Renewal
Office of Rent Administration
Web Site: www.hcr.ny.gov

Gertz Plaza
92-31 Union Hall Street
Jamaica, New York 11433

NOTICE OF 421-a (16) APARTMENT MARKET RATE THRESHOLD EXEMPTION - 2025

MAILING ADDRESS OF TENANT:	MAILING ADDRESS OF OWNER/AGENT:
Name: **Daniel Kellen Tyler-Caufield** Number/Street: **1 Park Point** Apt. No. **817** City, State, Zip Code: **Brooklyn, NY, 11218**	Name: **312 Coney Island Avenue LLC** Number/Street: **One Park Point** City, State, Zip Code: **Brooklyn, NY 11218** Telephone Number: **(718) 512-9777**

1. Reason for Exemption:

Market Rate Vacancy - The rent for the subject rent stabilized apartment has been lawfully raised to an amount equal to or greater than the Market Rate Threshold. The Market Rate Threshold for 2024 in New York City is $3,123.69.

2. Last Legal Regulated Rent: **$3,800.00**

The last legal rent may be verified by the tenant by contacting DHCR. The tenant can contact the DHCR and request that a registered apartment rent history be mailed to his or her apartment or complete a Request for Records Access (Form REC-1) and submit it to the attention of the Records Access Officer at the address listed above.

3. Calculation of the rent that qualifies for exemption:

3.1 Last Legal Regulated Rent (same as # 2) **$3,800.00**

3.2 Guideline for use in a vacancy lease. **0%** **$0.00**

3.3 Individual Apartment Improvements (IAI) Costs

Before completing this section, refer to DHCR Operational Bulletin 2024-2.

A. Bathroom Renovation (check all applicable items)

❑ Complete Renovation (if this box is checked you are not required to check individual items)

OR

❑ Individual Items
(check all applicable items)
❑ Sink
❑ Shower Body
❑ Toilet
❑ Tub
❑ Plumbing
❑ Cabinets
❑ Vanity
❑ Floors and/or Wall Tiles
❑ Other (describe) ____________ Total Costs for Parts and Labor $____________ **(A)**

B. Kitchen Renovation (check all applicable items)

❑ Complete Renovation (if this box is checked you are not required to check individual items)

OR

❑ Individual Items
(check all applicable items)
❑ Sink
❑ Stove
❑ Refrigerator
❑ Dishwasher
❑ Cabinets
❑ Plumbing
❑ Floors and/or Wall Tiles
❑ Countertops
❑ Other (describe) ____________ Total Costs for Parts and Labor $____________ **(B)**

C. Other (check all applicable items)

- ❑ Doors
- ❑ Windows
- ❑ Radiators
- ❑ Light Fixtures
- ❑ Electrical Work
- ❑ Sheetrock
- ❑ Other (describe) ____________________

Total Costs for Parts and Labor $____________ **(C)**

$____________
Total IAI Cost
(Sum of (A), (B) and (C))

Before completing Line 4, please refer to DHCR Operational Bulletin 2024-2, which details IAI tiers, amortization rates, and limits on rent increases.

4. Rent Increase Based on IAI — **$0.00** **Total IAI Rent Increase**

5. New Rent - Qualifying for Exemption (sum of **3.1**, **3.2** and **4**) (must be equal to or greater than the Market Rate Threshold) — **$3,800.00**

6. Actual Rent Paid — **$3,800.00**

I certify that the information provided in this notice is accurate and complete to the best of my knowledge and that I am complying with the requirements of the registrations cited in this notice and attached information and instructions.

312 Coney Island Avenue LLC

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:07:19 PM EDT
Key: 3D1AD7BC; IP Address: 23.38.164.81

Daniel Kellen Tyler-Caufield *(Resident/Co-Resident)*	*Date*	*(Owner/Agent)*	*Date*

Information and Instructions

- Relevant Code Sections

  Rent Stabilization Code 2520.11(u)

- This notice is required to be served, by the owner, on the first tenant of the 421-a (16) housing accommodation after the rent stabilized unit becomes exempt/deregulated from the rent laws. Although this form is promulgated by DHCR, the regulations do not require DHCR to review the accuracy of the contents of the completed form and the form is not required to be served on DHCR. However, DHCR on its own initiative may conduct audits of these notices.
- This notice is required to be sent by **certified mail** to the tenant, within 30 days after the tenancy commenced or after the signing of the lease by both parties, whichever occurs first, or shall be delivered to the tenant at the signing of the lease.
- In addition, the owner shall send and certify to the tenant a copy of a **registration** statement for such housing accommodation filed with DHCR indicating the exempt/deregulated status and the last legal regulated rent. It shall be sent within 30 days after the tenancy commences or the filing of said registration, whichever occurs later.
- The tenant may challenge the deregulation by filing an Overcharge complaint with DHCR within six years of the commencement date of the lease.
- The tenant has the right to file a Request for Records Access (Form REC-1) seeking access to the IAI Notification Form RN-19N and related photographs filed by the owner that pertain to the improvements made in the apartment, which were the basis for a rent increase.
- For additional information on IAIs, see DHCR Operational Bulletin 2024-2 and Fact Sheet #26.
- In 421-a (16) buildings, apartments initially rented at an amount at or above the Market Rate Threshold qualify for permanent exemption from Rent Stabilization. In this situation, the filing of this form is not required. However, the registration statement referenced above does need to be served on the tenant.
- The Housing Stability and Tenant Protection Act (HSTPA) of 2019, with the exception of 421-a (16) apartments, eliminated High-Rent Vacancy Deregulation.

RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISION OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

OCCUPANCY RIDER

The only people who may reside in the Apartment are:

1. named Tenants on the lease ("Tenants");

2. any other person who is authorized by all named Tenants to reside in the Apartment is entitled to be so authorized under Section 235-f of the New York Real Property Law ("Occupants"). Occupants shall not have the right to reside in the Apartment if the Tenants die or if the Tenant vacates or abandons the Apartment except as otherwise specifically prescribed by a non-waivable provision of the New York Real Property Law.

Tenant(s) warrant and represent that no one apart from the following individuals occupy the Apartment and have done so from the inception of the lease.

Name of Occupants	Relationship to Tenant	Date of Birth
Daniel Kellen Tyler-Caufield (Tenant)	**Self**	5/15/1979

The inclusion of the above named additional residents in this document shall at no time represent an Owner/Tenant relationship between said resident and Owner. Tenant must notify owner of any change in additional occupancy, which may be allowable under Section 235-f of the New York Real Property Law.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

312 Coney Island Avenue LLC

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:07:29 PM EDT
Key: 3D1AD7BC; IP Address: 23.38.164.81

Daniel Kellen Tyler-Caufield *(Resident/Co-Resident)* *Date* *(Owner/Agent)* *Date*

NEW YORK CITY RECYCLING NOTICE

New York City has a mandatory residential recycling program that requires all residents to source-separate designated materials from their waste in their homes for recycling collection by the NYC Department of Sanitation.

Residential building owners/landlords must notify residents about recycling requirements, designate an accessible recycling area, and maintain signs explaining what and how to recycle.

Residents are required to keep the following designated materials separate from regular garbage and discard them according to building management instructions in properly labeled recycling receptacles. (For more info on what to recycle, call 311 or visit www.nyc.gov/recycle.)

WHAT TO RECYCLE: Paper & Cardboard

Newspapers, magazines, catalogs, white and colored paper (staples OK), mail and envelopes (window envelopes OK), paper bags, wrapping paper, soft-cover books (paperbacks, comics, etc.; no spiral bindings).

Cardboard egg cartons and trays, smooth cardboard (food and shoes boxes, tubes, file folders, cardboard from product packaging), corrugated cardboard boxes.

WHAT TO RECYCLE: Metal, Glass, Plastics & Cartons (emptied and rinsed)

Metal cans (soup, pet food, empty aerosol cans, dried-out paint cans, etc.), aluminum foil wrap & trays, household metal (wire hangers, pots, tools, curtain rods, small appliances that are mostly metal, etc.), bulk metal (large metal items, such as furniture, cabinets, large appliances, etc.).

Glass bottles & jars (and no other glass items).

Plastic bottles & jugs, rigid plastic caps & lids, rigid plastic food containers (yogurt, deli, hummus, dairy tubs, "clear clamshell" containers, other plastic take-out containers), rigid plastic packaging ("blister-pak" and acetate boxes), rigid plastic housewares (crates, buckets, flower pots, furniture, toys, mixing bowls, plastic appliances, etc.).

Milk cartons & juice boxes (or any such cartons and aseptic packaging for drinks: ice tea, soy milk, soup, etc.).

BUILDING RECYCLING PROCEDURES

This building has established the following procedures for handling designated recyclables that apply to all residents, housekeepers, guests, subtenants, homecare workers, and other visitors:

Please check all that apply:

- ❑ I have been given information about designated recyclable materials that must be kept separate from my trash.
- ❑ I know the location of the building’s recycling area(s) and the procedures for discarding designated recyclables.
- ❑ I understand that recycling requirements apply to all residents, housekeepers, guests, subtenants, homecare workers, and other visitors.

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:07:37 PM EDT
Key: 3D1AD7BC; IP Address: 23.38.164.81

Daniel Kellen Tyler-Caufield *(Resident/Co-Resident)* *Date*

Address: **1 Park Point, Brooklyn, NY 11218** **Apartment Number:** **817**

Occupant: Keep one copy for your records

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED September 1, 2026 BETWEEN 312 CONEY ISLAND AVENUE LLC (OWNER) AND DANIEL KELLEN TYLER-CAUFIELD (TENANT) REGARDING APARTMENT #817 IN THE PREMISES LOCATED AT ONE PARK POINT AKA 11 OCEAN PARKWAY, BROOKLYN, NY 11218. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

Owner's Liability for Damages: Insurance

A. Damage To Tenant or Tenant's Invitees: Unless caused by the gross negligence or willful misconduct of Owner or Owner's agents or employees or employees of agents, neither Owner nor Owner's agents or employees are responsible to Tenant for any of the following: (1) any damage to Tenant's person or property or Tenant's Invitees person or property 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 Tenant's property delivered to any employee of the Building (e.g. doorman, superintendent, etc.); or (3) any damage or inconvenience caused to Tenant by actions, negligence, or violations of a Lease by any other tenant or person in the Building except to the extent otherwise required by law; (4) any damage or inconvenience caused to Tenant by actions deliberate, negligent, or otherwise, of any owners, or occupants of adjacent or contiguous property, or of any person not in any relationship to the Owner; or (5) any damage due to any other causes whatsoever. To cover any and all such losses (whether or not Owner is or may be liable), Owner requires that Tenant obtain "renters insurance" as provided below insuring against any damage to persons or property of Tenant or Tenant's Invitees.

During the term of this Lease Agreement, the Tenant is required to maintain "Renters" insurance with minimum coverage of **$300,000.00** per occurrence for bodily or personal injury and minimum contents limit of **$35,000.00** per occurrence for property damage. If requested, proof of insurance ("Certificate of Insurance") shall be supplied to the Owner within 15 days of the Lease's commencement date. Failure to obtain such insurance shall be a default under this Lease. Tenant shall pay for damages suffered by and reasonable expenses of Owner relating to any claim or arising from any act or neglect committed by Tenant. The Owner and the Managing Agent shall be named as additional insured.

B. Damage Included But Not Limited To: The kinds of damage covered by "A" above include but are not limited to damage or loss of Tenant's personal property {furniture, jewelry, clothing, etc.) and that of Tenant's Invitees from theft, water, fire, vandalism , terrorist acts, acts of war, rains, storms, smoke, exposures, sonic booms, the failure to keep said Apartment in repair, any damage done or caused by or from plumbing, gas, water, sprinklers, steam or other pipes or sewerage or the bursting, leaking or running of any pipes, tanks or plumbing fixtures, in, above, upon or about the subject Apartment or Building, nor for any damage occasioned by water, snow or ice being upon or coming through the roof, sky lights, windows, doors, balconies, trap door or otherwise. Owner requires that Tenant obtain "renters insurance" insuring against any and all damage.

C. Consequential Damages: Neither Owner nor Owner's agents or employees or employees of agents shall be liable to Tenant or Tenant's Invitees for consequential damages arising from the breach of this Lease by Owner or Owner's agent. To cover any and all such losses (whether or not Owner is or may be liable), Owner requires that Tenant obtain "renters insurance" as provided herein insuring against any damage to persons or property of Tenant or Tenant's Invitees.

D. Indemnity: Tenant agrees to indemnify, defend and hold the Owner or Owner's agents or employees harmless from any liabilities, charges and expenses on account of or by reason of any injury or injuries of any kind whatsoever during the term of this agreement to Tenant or Tenant's Invitees' persons or property and/or occasioned by the occupancy or use of the Apartment except due to Owner's gross negligence or willful misconduct. The provisions of this paragraph are subject to the waiver of subrogation provisions contained in this Lease.

312 Coney Island Avenue LLC

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:07:46 PM EDT
Key: 3D1AD7BC; IP Address: 23.38.164.81

Daniel Kellen Tyler-Caufield *(Resident/Co-Resident)* *Date* *(Owner/Agent)* *Date*

RENTERS INSURANCE NOTIFICATION

To: **Daniel Kellen Tyler-Caufield**

From: **One Park Point AKA 11 Ocean Parkway** management offices

RE: Renters Insurance

Dear **Daniel Kellen Tyler-Caufield**,

During your residency with **One Park Point AKA 11 Ocean Parkway**, we require you take out a renter's insurance policy. **312 Coney Island Avenue LLC** needs to be listed as the additional insured on your insurance policy for renting at **One Park Point AKA 11 Ocean Parkway**. Though we cannot foresee an unfortunate event that may damage your personal property, we do believe in being prepared. We will be prompt in repairing any and all damage to the building and/or its structure, however, **the owner is not responsible to repair or replace any personal property you may own,** which includes any incidental costs you may incur such as hotel costs, food costs, etc.

When you turn in your first months rent and security deposit prior to moving in, you will need to provide a copy of your renter's insurance policy. An updated policy will be due upon each and every renewal.

Please contact either the management office or the leasing office if you have any questions on obtaining renter's insurance.

Sincerely,

One Park Point AKA 11 Ocean Parkway

READ, UNDERSTOOD AND AGREED.

312 Coney Island Avenue LLC

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:07:52 PM EDT
Key: 3D1AD7BC; IP Address: 23.38.164.81

Daniel Kellen Tyler-Caufield *(Resident/Co-Resident)* *Date* *(Owner/Agent)* *Date*

SMOKE FREE RIDER

RIDER ATTACHED TO AND FORMING PART OF THAT CERTAIN LEASE DATED JULY 28, 2026 BETWEEN 312 CONEY ISLAND AVENUE LLC ("OWNER/AGENT") AND DANIEL KELLEN TYLER-CAUFIELD ("TENANT") OF APARTMENT 817 IN THE BUILDING LOCATED AT 1 PARK POINT, BROOKLYN, NY 11218. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS RIDER AND THE LEASE TO WHICH IT IS ATTACHED, THIS RIDER SHALL GOVERN AND CONTROL. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE LANDLORD AND THE OBLIGATIONS OF THE TENANT UNDER THE LEASE.

1. **Smoke-Free Building.** Tenant covenants and agrees that Tenant shall not smoke, or permit Tenant's household members, guests, employees or service persons to smoke in the Apartment or in any area of the building or grounds, whether enclosed or outdoors. The term "smoking" means inhaling, exhaling, breathing, or carrying any lighted cigar, cigarette, e-cigarette, or other tobacco product or similar lighted product in any manner or in any form.

2. **Effect of Breach and Right to Terminate Lease.** Tenant acknowledges and understands that smoking in the Apartment and/or in other areas of the building or the grounds is a breach of a material obligation of the Lease which shall entitle the Landlord to commence a summary proceeding or other litigation to evict the Tenant from the Apartment. Additionally Tenant's covenants contained in this Rider shall be enforceable in a court of competent jurisdiction by a decree of specific performance and by appropriate injunctive relief, all in accordance with applicable law. In addition, Tenant agrees to indemnify and hold Landlord harmless from and against any and all loss or damage which Landlord may incur as a result of the breach by Tenant of any of the foregoing restrictions, including, without limitation, any withholding of rent by tenants of the building, and reasonable attorneys' fees and disbursements incurred by Landlord in connection with any litigation or negotiations with Tenant or any other tenants of the building with respect to the foregoing. 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.

3. **Tenant to Promote No-Smoking Policy and to Alert Landlord of Violations.** Tenant shall inform Tenant's household members and guests 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 is migrating into Tenant's Apartment from outside of the Apartment. However, 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.

4. **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 the guarantor of Tenant's health or of the smoke-free condition of the Apartment, the building or the grounds. However, Landlord shall take reasonable steps to enforce the smoke-free terms of the leases in the building which contain a smoke free rider. Landlord shall not be required to take steps in response to smoking unless Landlord has personal knowledge of, or has received written notice from a tenant of, the presence of tobacco smoke.

5. **Disclaimer by Landlord.** Tenant acknowledges that Landlord's adoption of a smoke-free initiative for the building does not in any way change the standard of care that the Landlord owes to Tenant or to Tenant's household to render the building and the Apartment 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 Apartment, the building, or the grounds 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, the building or the grounds will be free from 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 and guests. Tenants with respiratory ailments, allergies, or any other physical or mental condition relating to smoke are put on notice that Landlord does not assume any higher duty of care to enforce this Rider than any other landlord obligation under the Lease.

312 Coney Island Avenue LLC

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:07:59 PM EDT
Key: 3D1AD7BC; IP Address: 23.38.164.81

Daniel Kellen Tyler-Caufield *(Resident/Co-Resident)*	*Date*	*(Owner/Agent)*	*Date*

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):	**Daniel Kellen Tyler-Caufield**
Lease Premises Address:	**1 Park Point, Brooklyn, NY 11218**
Apartment Number:	**817** (the "Leased Premises")
Date of Lease:	**September 1, 2026**

CHECK ONE:

1. ❑ There is NO Maintained and Operative Sprinkler System in the Leased Premises.

2. ☒ There is a Maintained and Operative Sprinkler System in the Leased Premises.

A. The last date on which the Sprinkler System was maintained and inspected was on SEE BELOW *

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

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

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:08:04 PM EDT
Key: 3D1AD7BC; IP Address: 23.38.164.81

Daniel Kellen Tyler-Caufield *(Tenant)* *Date*

312 Coney Island Avenue LLC

(Owner/Agent) *Date*

*** The central components of the sprinkler system are maintained and inspected monthly and annually as required by law. Logs are available in the superintendent and/or resident manager's office. No laws require maintenance and inspection of a sprinkler system within the leased premises.**

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

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

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

Please complete this form by checking the appropriate box, filling out the information requested, and signing. Please return the form to the owner at the address provided by **SEPTEMBER 1, 2026**:

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

There is a child under age six residing in my apartment:

- ☐ YES
- ☒ NO

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:08:12 PM EDT
Key: 3D1AD7BC; IP Address: 23.38.164.81

Daniel Kellen Tyler-Caufield *(Resident/Co-Resident)* *Date*

Print Name, Address, and Apartment Number:
Daniel Kellen Tyler-Caufield
1 Park Point #817, Brooklyn, NY 11218

Return this form to: (Owner address): **1 Park Point Brooklyn, NY 11212**

RIDER TO LEASE: SUBMETERING

One Park Point AKA 11 Ocean Parkway, Brooklyn, NY 11218

1. Consolidated Edison Company of New York, Inc. ("Con Edison") or another local utility, energy services company, and/or local distributed energy resource(s) (individually or collectively, the "Distribution Utility") provides electricity to the building located at **One Park Point Brooklyn, NY 11218** (the "Building").

2. You, the tenant ("you" and "your"), acknowledge that, on **11/27/2023**, in **Case 23-E-0108: Petition of 312 Coney Island Avenue LLC to Submeter Electricity at One Park Point 11 Ocean Parkway Brooklyn, NY 11218 Located in the Territory of Consolidated Edison Company of New York, Inc. ("Con Edison")**, the New York State Public Service Commission ("PSC") approved the Building to submeter electricity to the Building's residential units (individually, the "Unit" in which you reside and collectively, the "Units"). You further acknowledge that you will be required to pay **312 Coney Island Avenue, LLC** (the "Submeterer"), the owner of the Building, for the use of electricity at your Unit on the basis of a separate submetered charge that will be billed to you by the Owner, its managing agent, or its third-party billing company on a monthly basis.

3. In the event of non-payment of electric charges, the Submeterer shall afford you all notices and protections available pursuant to the Home Energy Fair Practices Act ("HEFPA") before any action(s) based on such non-payment, including, but not limited to, termination of service, is commenced. Initial: D.T. 3D1AD7BC

4. The Con Edison Service Classification No. 1 rate for direct metered service will be used to calculate submetered electric bills for individual residents. Specifically, your kilowatt hour ("kWh") usage will be multiplied by the Con Edison Service Classification SC-1 rate for a billing period, plus applicable taxes.

   The Con Edison Service Classification No. 1 rate is a combination of various items, including, but not limited to:

   - Basic Customer Charge: This is a charge for basic system infrastructure and customer-related services, including customer accounting, meter reading, and meter maintenance.
   - kWh Cost: This energy charge is broken down into separate components, including market supply, monthly adjustment, and delivery (transmission and distribution).
   - Systems Benefit Charge ("SBC"): This is an additional charge per kWh.
   - Fuel Adjustment: The sum of Market Supply Charge ("MSC") and Monthly Adjustment Charge ("MAC") adjustment factors.

   The following is a nonexclusive example of the formula that will be used to calculate Your electricity charges based on the current Con Edison Service Classification No. 1 rate and a monthly use of 250 kWh:

Type of Charge	Calculation	Total
Basic Charge		$YY.YY
kWh	.XXXXX times 250 kWh	$YY.YY
SBC	.XXXXX times 250 kWh	$ Y.YY
Fuel Adjustment Charge	.XXXXX times 250 kWh	$ Y.YY
Subtotal		**$YY.YY**
Utility Tax	.XXXXX times Subtotal YY.YY	$ Y.YY
New Subtotal		**$YY.YY**
Sales Tax	New Subtotal YY.YY times .045000	$ T.TT
	New Subtotal YY.YY plus T.TT	$ZZ.ZZ
Total Tenant Cost		**$ZZ.ZZ**

   All Con Edison rates by classification are available on its website (www.coned.com) under "Rates and Tariffs." The applicable electric rates and tariffs are listed under the heading "P.S.C. No. 10 – Electricity."

   In no event will the total rate for a billing period (including any monthly administrative charge but excluding sales tax) exceed the rates and charges of the distribution utility for delivery and commodity in that billing period to similarly-situated, direct-metered residential customers (*see* 16 NYCRR§ 96.1 [i]).

   The Submeterer or its third-party billing company will read the meters and process a bill based on your actual consumption. The meter reading data and billing calculations will be documented and maintained for a 6-year period for each unit (*see* 16 NYCRR§ 96.6 [j]).

5. If you have a question or complaint about your electric bill, the following protocol will be followed: please contact the Submeter by telephone at ____________________ or mail at **312 Coney Island Avenue, LLC**. The Submeterer or its third-party billing company shall investigate and respond to you in writing within 15 days of the receipt of the complaint. As

part of this response, you shall be advised of the disposition of the complaint and the reason therefore. Upon receiving this response, or at any time, you can also contact the Public Service Commission in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at (800) 342-3377, facsimile at (212) 417-2223, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.ny.gov.

6. You will be afforded rights and protections available to residential energy consumers in New York State under HEFPA, including the ability to file a complaint with the PSC through the Department of Public Service. The nearest PSC office is at: NYS Public Service Commission, 90 Church Street, New York, New York 10007. The PSC can also be contacted by telephone at (800) 342-3377, by facsimile at (212) 417-2234, or via the Internet at www.dps.ny.gov. You may contact the PSC at any time if you are dissatisfied regarding the Submeterer's response to your complaint or at any time regarding submetered service.

7. You agree that the Submeterer, its agents and employees, and any other persons authorized by the Submeterer may enter the Unit during reasonable hours and with reasonable notice, in order to inspect, repair, test, replace, or access the electrical installations, including the submeter, serving the Unit. Such access may include, and is not limited to, taking such action(s) as may be necessary to terminate service to the Unit for nonpayment of electric charges. Reasonable times are weekdays from 8:30AM-7:00PM and weekends and/or holidays from 10:00AM-7:00PM. An oral demand for access shall be sufficient; written notice shall not be required. Notice shall be deemed sufficient upon delivery, but in no event shall notice be deemed insufficient if notice is at least 24 hours prior to the Submeterer's desired time of entry. If, at any time, the Submeterer requires entry to the Unit due to an emergency condition where, in Submeterer's sole discretion, prior notice of entry is not feasible, or where such entry is required under the Lease or allowed by law, if you are not personally present to permit the Submeterer or the Submeterer's representative to enter the Unit, the Submeterer may enter the Unit absent prior notice to you, and in the event you have failed to deliver a copy of the key to the Submeterer or the Submeterer's agent, the Submeterer may enter the Unit absent prior notice and by force if necessary. The Submeterer shall have the right to remove any lock installed by you, with such removal being at your sole cost, and the Submeterer will not be responsible to you for any damage that results. Initial: D.T. 3D1AD7BC

8. You may request budgeted billing for your electric charges. Budgeted billing divides your electric costs into equal monthly payments. Periodically, the Submeterer or its third-party billing company will review your budget billing amount for conformity with actual billings and may adjust such monthly amount, as necessary. After those reviews, you may be responsible to pay for any electricity costs in excess of the budget billing amount(s) you previously paid. If you have overpaid, a credit will be issued to your account. You may contact the Submeterer to discuss the details of a budget billing plan.

9. If you have difficulty paying you electric bill(s), you may contact the Submeterer by telephone or by letter in order to arrange for a deferred payment agreement, whereby you may be able to pay the balance owed over a period of time. If you can show financial need, the Submeterer can work with you to determine the length of the agreement, whether you have to make a down payment, and the amount of each monthly payment.

10. Regardless of your payment history relating to your electric bills, your electricity service will be continued if your health or safety or the health or safety of any other resident is threatened. Specifically, please notify the Submeterer if either of the following conditions exist:

    (a) **Medical Emergencies.** You must provide a medical certificate from a doctor or local board of health establishing that you and/or a resident living with you are suffering from a medical emergency.

    (b) **Life Support Equipment.** You must provide a medical certificate from a doctor or local board of health establishing that you and/or a resident living with you are suffering from a medical condition requiring electricity service to operate a life-sustaining device.

    When the Submeterer becomes aware of any such hardship, the Submeterer can refer you to the local Department of Social Services.

11. Special protections may be available if you and those living with you are age eighteen (18) or younger or sixty-two (62) or older, blind, or disabled. If you are age sixty-two (62) or older, you may be eligible for quarterly billing for your electrical charges.

12. You may designate a third party as an additional contact to receive notices of past due balances for your electrical charges, notifications relating to the disconnection of service, or other credit actions.

13. If the Submeterer's actions lead to a submetering refund, the same will be credited to you provided that the Submeterer has your contact information.

14. You agree that at all times the use of electricity in the Unit shall never exceed the capacity of existing feeders to the Building or the risers, wiring, or electrical installations serving the Unit. You shall not make any alterations, modifications,

or additions to the electrical installations serving the Unit, including the Unit's submeter. Initial: D.T. 3D1AD7BC

15. The Submeterer shall have the right to suspend electric service to the Unit when necessary by reason of accident or for repairs, alterations, replacements, or improvements necessary or desirable in the Submeterer's judgment for as long as may be reasonably required by reason thereof, and the Submeterer shall not incur any liability for any damage or loss sustained by you or any other occupant of the Unit as a result of such suspension. The Submeterer shall not in any way be liable or responsible to you or any other occupant for any loss, damage, cost, or expense that you or any occupant of the Unit may incur if either the quantity or character of electric service is changed or is no longer available or suitable for your requirements or if the supply or availability of electricity is limited, reduced, interrupted, or suspended by the Distribution Utility serving the Building or for any reason or circumstances beyond the Submeterer's control. Except as may be provided by applicable law, you shall not be entitled to any rent reduction because of a stoppage, modification, interruption, suspension, limitation, or reduction of electric service to the Unit. Initial: D.T. 3D1AD7BC

16. If the Submeterer or its third-party billing company fails to deliver a bill to you for the use of electricity at the Unit for any given billing period, then such failure shall not prejudice or impair the Submeterer's right to subsequently deliver or cause its third-party billing company to deliver such a bill to you, nor shall any such failure relieve or excuse you from having to pay such bill, except as may otherwise be provided by applicable law.

17. IT IS A SUBSTANTIAL AND MATERIAL DEFAULT OF YOUR COVENANTS AND OBLIGATIONS UNDER THE LEASE IF, AFTER A COMPLAINT IS SATISFACTORILY RESOLVED IN ACCORDANCE WITH THE RIGHTS AFFORDED BY HEFPA, YOU REFUSE TO PAY THE ELECTRICAL CHARGES. ACCORDINGLY, THE SUBMETERER SHALL BE ENTITLED TO EXERCISE ALL RIGHTS AND REMEDIES AT LAW OR IN EQUITY. Initial: D.T. 3D1AD7BC

ACKNOWLEDGED, UNDERSTOOD, AND AGREED:

312 Coney Island Avenue LLC

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:08:38 PM EDT
Key: 3D1AD7BC; IP Address: 23.47.58.133

Daniel Kellen Tyler-Caufield *(Resident/Co-Resident)*	*Date*	*(Owner/Agent)*	*Date*

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED JULY 28, 2026 BETWEEN 312 CONEY ISLAND AVENUE LLC (OWNER/AGENT) AND DANIEL KELLEN TYLER-CAUFIELD (TENANT) REGARDING APARTMENT 817 IN THE PREMISES LOCATED AT ONE PARK POINT AKA 11 OCEAN PARKWAY, BROOKLYN, NY 11218. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

TEMPORARY RENT CONCESSION RIDER

IT IS HEREBY AGREED:

1. The parties agree that the rent for the subject apartment is **$3,800.00** per month, as set forth in the Lease dated **July 28, 2026** (hereinafter the "Lease"); and
2. During the entirety of said Lease term, which expires on **August 31, 2028**, the rent shall remain **$3,800.00** per month; Owner has agreed to a one-time concession of **$3,800.00** to be given during the **2nd** month of tenancy. Owner has further agreed to a one-time concession of **$3,800.00** to be given during the **6th** month of tenancy. Owner has further agreed to a 3rd one-time concession of **$3,800.00** to be given during the **13th** month of tenancy. If Tenant does not fulfill the terms of the lease, including but not limited to, the timely payment of rent, said temporary concession shall be deemed null and void.
3. Said temporary concession is neither intended as a permanent rent reduction, nor is it intended as a preference to govern throughout Tenant's tenancy.
4. Said temporary concession applies only to the specified lease term and shall not be applicable to any renewal or extension of the lease, should the Owner choose to offer such a renewal or extension.
5. The parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document.
6. The covenants, agreement, terms, provisions and conditions contained in this Rider shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

312 Coney Island Avenue LLC

____
(Owner/Agent) *Date*

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:09:00 PM EDT
Key: 3D1AD7BC; IP Address: 23.47.58.138

Daniel Kellen Tyler-Caufield *(Tenant)* *Date*

TERRACE/BALCONY RIDER

RIDER TO AND FORMING PART OF LEASE DATED **SEPTEMBER 1, 2026** BETWEEN **312 CONEY ISLAND AVENUE LLC** AS LANDLORD, AND **DANIEL KELLEN TYLER-CAUFIELD** AS TENANT(S), FOR APT. **817** AT **1 PARK POINT BROOKLYN, NY 11218**.

Tenant(s) shall have and enjoy the exclusive use of the Terrace/Balcony appurtenant to the subject apartment subject to the applicable provisions of this Lease and to the use of the Terrace/Balcony to the extent herein and therein permitted. The Tenant's use thereof shall be subject to such regulations as may, from time to time, be prescribed by the Landlord. Tenant(s) shall keep the Terrace/Balcony accessible from his/her (their) apartment, free from snow, ice, leaves, rubbish and other debris and shall maintain all screens and drain boxes in good condition. Tenant(s) shall be responsible for any water damage caused to the Apartment or any other apartment or to the building, resulting from clogged drains or from any other use of the Terrace/Balcony. No planting, fences, structures or lattices shall be erected or installed on the Terrace/Balcony without prior written approval of the Landlord, which approval shall be in the sole discretion of the Landlord. Any plantings or structures erected by Tenant(s) may be removed and restored by Landlord at the expense of Tenant(s) for the purpose of repairs, upkeep or maintenance of the Building. Tenant(s) shall immediately report any unusual water accumulation to the Landlord. Any outdoor furniture shall be of sufficient weight and/or properly anchored that wind or other weather conditions cannot move it. Cooking including but -not limited to barbecuing of any kind on the Terrace/Balcony is not permitted. Tenant(s) may not~ store any combustible materials on the Terrace/Balcony. **Tenant(s) may not~ store any bicycles, strollers, grocery carts, clothing, boxes, toys, garbage, cleaning products or furniture on the Terrace/Balcony.** The failure of Tenant(s) to comply with the requirements of this Rider shall constitute a substantial violation of the Lease.

Understood and Agreed to by:

312 Coney Island Avenue LLC

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:09:06 PM EDT
Key: 3D1AD7BC; IP Address: 23.38.164.81

Daniel Kellen Tyler-Caufield *(Resident/Co-Resident)*	*Date*	*(Owner/Agent)*	*Date*

NOTE: All persons named as a Tenant in the Lease must sign this Lease Rider.

UTILITIES ADDENDUM

This Addendum ("Addendum") is made part of the Residential Lease Contract ("Agreement") dated **July 28, 2026**, and is between the Owner of **One Park Point AKA 11 Ocean Parkway** ("Owner") and **Daniel Kellen Tyler-Caufield**, (collectively and individually "Residents"), for the premises at **1 Park Point #817, Brooklyn, NY 11218** (the "Leased Premises"), which is located within **One Park Point AKA 11 Ocean Parkway** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Agreement. Where the terms and conditions of this Addendum vary or conflict with the terms and conditions of the Agreement, the terms and conditions of this Addendum shall control.

1. **Conservation.** When utility bills are paid 100 percent by Owner, Residents have no incentive to conserve. This results in a waste of our state's natural resources and adds to the overhead of the property and that usually means higher rents. Utility billing saves money for Residents because it encourages them to conserve. We as Owner also have incentive to conserve because we pay a portion of the total utility bill(s) for the entire property.

2. **Repairs.** Owner agrees to use its best efforts to repair any water and sewer leaks inside or outside the Leased Premises no later than seven (7) days after receiving written notice from Residents. Reporting water and sewer leaks inside the Leased Premises is the responsibility of Residents. Water and sewer leaks may impact the monthly water and sewer utility costs and must be reported to Owner immediately.

3. **Residents' Responsibilities.** Residents are responsible for the payment of utilities and the billing method of metering or otherwise measuring the cost of the utility, as specified herein:

   A. Electric service to the Leased Premises will be paid by Residents as follows:
   - ☐ Directly to the utility provider
   - ☒ Electric usage bills billed by the utility provider to the Owner and then allocated to the Residents based on:
     - ☐ Flat rate of $_____ per month.
     - ☒ 3rd party billing company: **Energetic Billing Services LLC** Billing Method: **1**

   B. Cable TV service to the Leased Premises will be paid by Residents as follows:
   - ☐ Directly to the utility provider
   - ☒ Cable TV usage bills billed by the utility provider to the Owner and then allocated to the Residents based on:
     - ☐ Flat rate of $_____ per month.
     - ☒ 3rd party billing company: **Energetic Billing Services LLC** Billing Method:

   C. Internet service to the Leased Premises will be paid by Residents as follows:
   - ☐ Directly to the utility provider
   - ☒ Internet usage bills billed by the utility provider to the Owner and then allocated to the Residents based on:
     - ☐ Flat rate of $_____ per month.
     - ☒ 3rd party billing company: **Entergetics Billing Services, LLC** Billing Method:

   D. HVAC service to the Leased Premises will be paid by Residents as follows:
   - ☐ Directly to the utility provider
   - ☒ HVAC usage bills billed by the utility provider to the Owner and then allocated to the Residents based on:
     - ☐ Flat rate of $_____ per month.
     - ☒ 3rd party billing company: **Energetic Billing Services LLC** Billing Method: **1**

UTILITIES BILLING METHOD KEY

1. Sub metering of all applicable utilities listed in Section 3.
2. Calculation of your total water use based on sub-metering of cold water.
3. Calculation of your total water use based on sub-metering of hot water.
4. Flat rate per month.
5. Allocation based on number of occupants residing in the Leased Premises.
6. Allocation based on the number of persons residing in the Leased Premises using a ratio occupancy formula:

Number of Occupants	Occupancy Factor
1	1
2	1.6
3	1.9
4	2.2
5	2.5
6	2.8

7. Allocation based on square footage of the Leased Premises.
8. Allocation based on a combination of square footage of the Leased Premises and the number of occupants residing in the Leased Premises.
9. Allocation based on the number of bedrooms in the Leased Premises.

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4. **Billing Entity.** For and in consideration of this section, the billing entity and payment location from which Residents shall receive monthly utility bills and as designated by Owner is: **Energetic Billing Services, LLC, 17 Fenimore Ave, and Garden City, NY11530**. Payment location: **Electricity, Cable and Wifi will be billed and paid to Entergenic Billing Services, LLC**.

5. **Other Charges.** Residents hereby understand and agree to pay a monthly service charge of **$4.00** and other administrative fees as billed by the billing entity, which may be added to the Residents' utility bill. Additional fees include new account initialization charge of **$10.00** a final move-out bill fee of **$5.00** and a vacancy cost recovery fee of **$0.00**.

6. **Returned Checks.** Owner and Residents agree that the actual cost to Owner or Billing Provider when Residents pay the utility bill by a check or credit card which is subsequently dishonored by the financial institution, is difficult or impossible to ascertain, but the parties do agree that Owner or Billing Provider does, in the event of a dishonored payment, incur

certain costs, such as additional bookkeeping and administrative charges, bank charges, lost opportunity costs of the missed payment, etc. The parties accordingly agree that Residents will pay a **$75.00** processing fee for each payment submitted by Residents that are returned by the financial institution for any reason, including insufficient funds and closed account. If a payment submitted by Residents is in fact returned, Owner reserves the right to require that all future payments by Residents be tendered by **certified check or money order**. The return payment processing fee shall be added to any utility bill in addition to the foregoing late charges for payments returned due to insufficient funds.

7. **Payments.** Payments received will be applied to outstanding balances first. To the extent provided by law, any unpaid utility service and related charges for utilities at the time of move out from or transfer within the property may, at discretion of the Owner, be deducted from the security deposit being held by Owner.

8. **Failure to Pay.** It is understood and agreed between the Owner and Residents that, in the event that payment is not made when due, it shall be considered a default for non-payment of rent under the Residential Lease Contract. Residents agree that the Owner may bring summary proceedings for eviction as if rent were not paid. When Residents move from the property, the water, sewer and trash charges must be paid through the move-out date. Final bill will be estimated and due as of the move out date.

9. **Energy Star.** Residents hereby grant Owner the right to obtain and collect Residents' utility usage and account details from Residents' utility accounts during Residents' tenancy at the Leased Premises for the sole purpose of benchmarking through the Energy Star Portfolio Manager system. Residents grant Owner the right to electronically receive utility data and account details as necessary for benchmarking purposes and, when required, Residents authorize Owner to sign up Residents' utility accounts for such electronic messaging. Residents further authorize any utility provider servicing the Leased Premises to release, upon request by Owner, utility usage and account information through the Initial Term and any renewal periods of the Agreement and any historical utility usage and account information for the preceding 24 months prior to the commencement of this Agreement. Where available, Residents' utility details shall be collected in the aggregate. Utility information collected will not be used for marketing purposes and will only be distributed as required and permissible by law.

10. **Change of Terms.** During the lease term or any renewal period, Owner is authorized to bill Residents for, and Residents hereby agree to pay, a portion of the monthly bills for the utilities for the Residential Community as stated above. Owner shall give Residents at least thirty (30) days written notice before requiring Residents to commence paying for any change, including but not limited to change in billing entities, methodology, service charges, or other conditions in the manner or method of allocation of utility costs.

11. **Collection Agency.** Residents acknowledge that Owner may turn over Residents' account to a collection agency in the event that Residents fail to pay utility bills on time, and in such event, Residents agree to pay the service fees that are charged to the Owner by the utility billing provider or collection agency for collection activities.

12. **Limitation of Liability.** Owner shall not be liable for any losses or damages that result from outages, interruptions, or fluctuations in utilities provided to the Leased Premises, unless such loss or damage was the direct result of the willful conduct or gross negligence of Owner or Owner's agents relating to such outages, interruptions or fluctuations. Residents hereby waive any and all claims for offset, rent reduction or diminished value of the Leased Premises due to such outages, interruptions or fluctuations to the extent allowed by state and local ordinance.

13. **Billing Method.** Allocation formulas will calculate your allocated share of the utility services in accordance with state and local laws. Allocation billing will be adjusted with adjustments in usage and billing rates.

INTENDING TO BE BOUND, the parties hereto have executed this Addendum as of the day and year first above written.

312 Coney Island Avenue LLC

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:09:17 PM EDT
Key: 3D1AD7BC; IP Address: 23.47.58.142

Daniel Kellen Tyler-Caufield *(Resident/Co-Resident)*	*Date*	*(Owner/Agent)*	*Date*

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

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

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

Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.

Print or type.
See **Specific Instructions** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Daniel Kellen Tyler-Caufield

2 Business name/disregarded entity name, if different from above

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor or ❑ C corporation ❑ S corporation ❑ Partnership ❑ Trust/estate

❑ LLC. Enter the tax classification (C=corporation, S=S corporation, P=Partnership) ▶ ______

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

❑ Other (see instructions) ▶

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ❑

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)_____

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

____

(Applies to accounts maintained outside the United States)

5 Address (number, street, and apt. or suite no.) See instructions.

1 Park Point #817

6 City, state, and ZIP code

Brooklyn, New York 11218

Requester's name and address (optional)

312 Coney Island Avenue LLC

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. See also What Name and Number To Give the Requester for guidelines on whose number to enter.

Social security number

2 4 9 5 3 2 0 3 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

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Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:09:24 PM EDT
Key: 3D1AD7BC; IP Address: 23.47.58.138
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Daniel Kellen Tyler-Caufield *(Signature of U.S. Person)* *Date*

ADDITIONAL CLAUSE attached to and forming a part of Lease dated **July 28, 2026** between **312 Coney Island Avenue LLC** and **Daniel Kellen Tyler-Caufield** as Tenant(s), for Apartment #**817** in premises **One Park Point AKA 11 Ocean Parkway, Brooklyn, NY 11218**.

WASHER DRYER RIDER

To the extent, if any, that the terms of this Rider and the Lease conflict, the terms of this Rider shall prevail.

Tenant(s) has been advised that the Apartment being leased contains a stacked washer dryer unit ("W/D"). Related to this Apartment amenity, Tenant(s) understand that use of the W/D is governed by this special Lease Rider.

Tenant(s) will only use the equipment in accordance with the manufacturer's instruction manual which has been provided with the equipment. Tenant(s) agrees to familiarize any apartment occupants or other possible equipment users (housekeeper, nanny, etc.) with the proper operating procedures.

Tenant(s) understands that the equipment needs to be serviced periodically to maintain proper working condition. The Owner may contract with an independent third party to have servicing done for W/D equipment located within the building. In the event the W/D is malfunctioning, Tenant shall be responsible for contacting Owner to arrange for such servicing.

The **Owner** will bear any cost(s) associated with regular maintenance as long as the Tenant(s) uses the equipment according to manufacturer's instructions. If W/D use is beyond normal wear and tear, the Owner may hold Tenant(s) liable and responsible for any maintenance and/or repair costs associated with this extraordinary use. Tenant(s) understands that they must allow access to the Apartment and W/D equipment in order for any regular maintenance and servicing to be performed.

Tenant(s) operates this equipment at their own risk.

Tenant(s) agrees not to attempt any kind of repair, modification or enhancement to the W/D equipment or surrounding area(s). Any work done on the equipment must be contracted by and supervised by the Owner or their representative (Managing Agent, etc.).

Tenant(s) will be held liable and responsible for any damage to the Apartment, apartment(s) adjoining or below the Apartment, as well as the Building if caused by Tenant(s) negligent or extraordinary use or abuse to the W/D equipment. Tenant understands that this damage may exceed the one month of security deposit maintained by Owner and agrees to reimburse Owner if Tenant has caused damage.

Tenant(s) understands that the equipment can cause serious damage if not working properly and agrees to contact the buildings resident manager immediately if the W/D appears to be in need of maintenance and/or repair. For instance, **Tenant(s)** should watch out for any water leaks or dripping, excessive lint buildup, unusual odors, unusual noise during operation, and water or venting connection issues.

Tenant(s) understands that the opportunity of having the W/D equipment in the Apartment is of nominal value. If the equipment is never used by Tenant, broken, out of service for any reason or no reason at all, the Tenant(s) is not eligible for any reduction in the monthly rent due on the Apartment under this Lease.

Tenant(s) agrees not to operate the W/D equipment when no adult is physically present in the Apartment.

The **Owner** is not responsible for any loss or damage to personal possessions or persons caused by using the W/D equipment provided.

Tenant(s) agrees that the W/D is being supplied exclusively for their own personal use. Tenant(s) will not use equipment for others, including other tenants in the building who may or may not have such equipment.

The W/D equipment supplied with the Apartment is operated by electricity. The cost(s) associated with the operation of this equipment is the Tenant(s) sole responsibility. This permission to use the W/D equipment in the Apartment is not assignable to any other unit in the building or individual.

Tenant(s) may not remove or replace the equipment provided.

Tenant(s) PLEASE LEAVE WASHING MACHINE DOOR OPEN AT ALL TIMES TO AVOID USER DAMAGE TO GASKET. Charges will apply if user damage is found.

No modifications to this Rider are permitted unless they are in writing and co-executed and dated by the Owner.

Acknowledged, Understood and Agreed

312 Coney Island Avenue LLC

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:09:31 PM EDT
Key: 3D1AD7BC; IP Address: 23.38.164.81

Daniel Kellen Tyler-Caufield *(Resident/Co-Resident)*	*Date*	*(Owner/Agent)*	*Date*

APPENDIX A
Información en Español en el otro lado.

WINDOW GUARDS REQUIRED
LEASE NOTICE TO TENANT

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

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

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

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

Check one:

❑ Children 10 years of age or younger live in my apartment.

☒ No children 10 years of age or younger live in my apartment.

❑ I want window guards even though I have no children 10 years of age or younger.

Tenant's Name: **Daniel Kellen Tyler-Caufield**
Tenant's Address: **1 Park Point, Brooklyn, NY 11218** Apartment Number: **817**

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:09:53 PM EDT
Key: 3D1AD7BC; IP Address: 23.38.164.81

Daniel Kellen Tyler-Caufield *(Resident/Co-Resident)* *Date*

Return this form to:

Name of landlord (owner or managing agent): **312 Coney Island Avenue LLC**
Address of landlord (owner or managing agent): **One Park Point, Brooklyn, NY 11218**

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

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

NYC Health

Se requiere la instalación de rejas en las ventanas

Aviso de alquiler a los inquilinos

Usted está obligado por ley a hacer instalar rejas en todas las ventanas* si un niño de 10 años de edad, o menor, vive en su apartamento.

Su casero (dueño o agente que administra el inmueble) está obligado por ley a instalar rejas en las ventanas de su apartamento si:

un niño de 10 años de edad, o menor, vive en su apartamento; o si

usted le solicita en cualquier oportunidad que instale rejas en las ventanas (no necesita dar una explicación).

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

Seleccione una:

- ❑ Niños de 10 años de edad o menores viven en mi apartamento.
- ☒ Ningún niño de 10 años de edad o menor vive en mi apartamento.
- ❑ Deseo que se instalen rejas a pesar de que ningún niño de 10 años o menor vive en mi apartamento.

Nombre del inquilino: **Daniel Kellen Tyler-Caufield**

Dirección del inquilino: **1 Park Point, Brooklyn, NY 11218** Número de apartamento: **817**

Firma del inquilino: ______________________________ Fecha: ______________

Entregarle esta forma a:

Nombre del casero (dueño o agente que administra el inmueble): **312 Coney Island Avenue LLC**

Dirección del casero (dueño o agente que administra el inmueble): **One Park Point, Brooklyn, NY 11218**

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

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

BUILDING:	**One Park Point AKA 11 Ocean Parkway**	APARTMENT	**817**
TENANT(S):	**Daniel Kellen Tyler-Caufield**	DATE OF LEASE:	**July 28, 2026**

I/We acknowledge having received each of the following documents:

1) Mold Disclosure Addendum

2) Sprinkler Disclosure Lease Rider - New York

3) Additional Clauses Rider

4) Amenities Agreement

5) Amenities Concession Rider

6) Animal Addendum

7) Bedbug Infestation History Disclosure

8) Bicycle Storage License Agreement

9) Construction Rider

10) DHR Reasonable Accommodations Notice

11) E-Bikes E-Scooters and Hoverboards

12) Electronic Signature Disclosure

13) Energy Saving Tips for your Apartment Home

14) Fire Safety Plan

15) Fitness Center Rider

16) Free Rent Rider

17) Gas Leak Notice

18) HEFPA Notice

19) Heating and Cooling - VRF Usage Rider

20) Indoor Allergen Hazard Notice

21) Indoor Allergen Tenant Pamphlet

22) Key, Permits & Access Device Addendum

23) New York City Apartment Building Emergency Preparedness Guide

24) New York State Good Cause Eviction Notice

25) Notice of 421-a (16) Apartment Market Rate Threshold Exemption

26) Occupancy Rider

27) Recycling Rider

28) Renters Insurance

29) Renters Insurance Notification

30) Smoke Free Rider

31) Sprinkler Disclosure Lease Rider

32) Storage License

33) Stove Knob

34) Submetering Rider

35) Temporary Rent Concession Rider

36) Terrace/Balcony Rider

37) Utilities Addendum

38) W-8 / W-9

39) Washer/Dryer Rider

40) Window Guard

41) Receipt of Documents

42) Bedbug Pamphlet

Signed by Daniel Kellen Tyler-Caufield
Wed Jul 29 2026 03:10:11 PM EDT
Key: 3D1AD7BC; IP Address: 23.38.164.82

Daniel Kellen Tyler-Caufield *(Tenant)* *Date*

THE NEW YORK CITY DEPARTMENT OF HEALTH AND MENTAL HYGIENE

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

EHS1317501 - 1.09

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."

NYC Health

Revised 12-08

Keep Homes Healthy and Safe

HPD nyc.gov/hpd

TAKE CARE NEW YORK