

FAIR MARKET APARTMENT LEASE

LANDLORD: 235 East 27th Property LLC
c/o Stonehenge Management LLC
1675 Broadway, 21st Floor
New York, New York 10019

TENANT(s): Daniel Robert Merker

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the residential apartment referenced below for the Term, at the Rent stated and subject to the other terms and conditions set forth below:

Lease Date: <u>August 25, 2026</u>	Beginning: <u>August 28, 2026</u>
Monthly Rent: <u>\$3,200.00</u>	Ending: <u>August 31, 2027</u>
Security: <u>\$3,200.00</u>	

1. APARTMENT AND USE

Landlord agrees to lease to Tenant Apartment **002C** (the "Apartment") in the Building known as **235 East 27th Street, New York, NY 10016** (the "Building"). The Apartment must be used solely for residential purposes by tenant ("Tenant"), and anyone listed in this paragraph below ("Occupants"), if any, to live in and for no other purpose. If Tenant uses the Apartment for a non-residential purpose, any corporate or other use, such unlawful use shall be a material default under this Lease and Landlord shall be entitled to all remedies in law or equity including but not limited to immediate termination of this Lease. If there is more than one person named as Tenant, all references to Tenant herein shall be deemed to be references to all such persons and such persons shall be jointly and severally liable for all obligations of this Lease.

2. TERM OF LEASE

The Term of this Lease shall begin on **August 28, 2026** ("Beginning Date") and end at noon on **August 31, 2027** ("Ending Date"). If Tenant does not do everything Tenant agrees to do in this Lease, Landlord may have the right to end it before the Ending Date. At the end of the Term: (1) Tenant must leave the Apartment clean, vacant and in good broom clean condition, and (2) remove all of Tenant's property, and (3) remove all of Tenant's installations and decorations unless Landlord has demanded that they not be removed, (4) repair all damage to the Apartment caused by moving; and (5) restore the Apartment to its condition at the Beginning Date, subject to ordinary wear and tear. If the last day of the Term is on a Saturday, Sunday or State or Federal holiday, the Term shall end on the prior business day.

3. RENT

Tenant's monthly Rent for the Apartment is **\$3,200.00** ("Rent"). Tenant must pay Landlord the Rent, in advance, on the first day of each month at the address designated by Landlord, without any setoff or deduction whatsoever, and without any prior demand therefor. Rent must be paid in full and no amount may be deducted from it or held back. Landlord need not give Tenant notice to pay the Rent. Tenant acknowledges and accepts that Rent bills will only be sent by electronic mail ("Email") and that Tenant must enroll in Landlord's designated electronic billing system and provide a valid email address for the delivery of Rent bills. Tenant must immediately notify Landlord of any changes to Tenant's Email address in order to continue receiving Rent bills. Tenant must pay the first month's Rent to Landlord when Tenant signs this Lease.

If any payment of Rent or Additional Rent is accepted by Landlord from someone other than Tenant, such acceptance shall not confer any right, title, or interest under this Lease or to the Apartment to the individual or entity who made such payment. Tenant may be required to pay other charges to Landlord under the terms of this Lease. Such additional charges shall be "Additional Rent". The Additional Rent is payable as Rent, together with the next monthly installment of Rent due. If Tenant fails to pay any Additional Rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay Rent.

4. SECURITY DEPOSIT

a. Tenant is required to give Landlord the sum of **\$3,200.00** when Tenant signs this Lease as a security deposit. Landlord will deposit this security in **FlagStar Bank at 1400 Broadway, 24th Floor, New York, NY 10018**. If the law states the security must bear interest, then the account will earn interest. If Tenant carries out all of Tenant's agreements in this Lease, at the end of each calendar year the bank or Landlord will pay Tenant such interest earned less the sum Landlord is allowed to keep for administrative expenses.

b. Landlord may, at Landlord's option, apply all or any part of the Security Deposit to any unpaid Rent, Additional Rent, or any other sums due from Tenant under this Lease, or to cure any other defaults of Tenant hereunder. Should all or any portion of the Security Deposit be so applied by Landlord, Tenant shall, upon the written demand of Landlord promptly remit to Landlord a sufficient sum to restore the Security Deposit to the amount of the Security Deposit originally set forth in this Paragraph, and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a material default and breach under this Lease.

c. If Tenant carries out all of Tenant's agreements in this Lease and if Tenant moves out of the Apartment on the Ending Date and returns it to Landlord in the same condition it was in when Tenant first occupied it, except for ordinary wear and tear, Landlord will return to Tenant the full amount of Tenant's security deposit and interest to which Tenant is entitled within fourteen (14) days after this Lease ends. However, if Tenant does not carry out all Tenant's agreements in this Lease, Landlord may keep all or part of Tenant's security deposit and any interest which has not yet been paid to Tenant necessary to pay Landlord for any losses incurred, including missed payments.

d. If Landlord sells or leases the Building Landlord will turn over Tenant's security, with any interest, to the person buying or leasing the Building. Landlord will then notify Tenant, by registered or certified mail, of the name and address of the person or company to whom the deposit has been turned over. In such case, Landlord will have no further responsibility to Tenant for the security deposit. The new owner or lessee will become responsible to Tenant for the security deposit.

5. SERVICES

a. Tenant will pay directly to the utility company(ies) for all utilities individually metered and/or billed to the Apartment, including any required deposits.

b. The following utilities, only insofar as the existing Building equipment and facilities provide, are included in the Rent: hot and cold water and heat as required by law.

c. Electricity is not included in the Rent. Tenant agrees to pay for the cost of all electricity consumed by Tenant in the Apartment, including, but not limited to electric charges for the operation of the heating systems and air-conditioning units, if applicable. In the event Landlord has installed, or does in the future install, a submeter to measure Tenant's electric usage in the Apartment, Tenant agrees to purchase electricity from the Landlord. The charge for such electric usage, plus any applicable taxes and fees, shall be deemed Additional Rent. Tenant shall not interfere, damage, or alter any meters or submeters located within the Apartment.

d. Landlord makes no representation whatsoever as to the cost of electric charges. Tenant acknowledges that Landlord has made no promise or representation of any kind or nature with respect to the cost of electric charges and/or the amount of electric consumption utilized by any of the equipment in the Apartment, including but not limited, to the heating systems and air-conditioning units, if applicable.

e. Landlord shall not be liable to Tenant due to any discontinuance, stoppage or reduction of any of the above services, nor shall Tenant be entitled to any reduction in Rent by reason thereof.

6. ASSIGNMENT AND SUBLEASE

a. Prior Written Consent. Tenant may not sublet, assign, mortgage or otherwise encumber this Lease, nor permit any other person to use the Apartment or any portion of the Apartment, except for such persons as are specifically permitted to use the Apartment herein and by law, without Landlord's prior written consent. If Tenant violates this provision, Landlord has the right to cancel this Lease in accordance with the terms hereof. Any sublet or assignment will not release Tenant from liability under this Lease. Tenant must get Landlord's prior written permission each time Tenant wants to assign or sublet in accordance with Section 226-b of the Real Property Law. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this Lease after a permitted assignment or sublet even if Landlord accepts rent from the assignee or subtenant. The amount accepted will be credited toward Rent due from Tenant. The assignee or subtenant does not become Landlord's tenant. Tenant is responsible for the acts of any person in the Apartment. No acceptance of any monies by Landlord from anyone other than Tenant shall be considered a waiver by Landlord of this agreement or the acceptance of the payor, assignee, subtenant or occupant as tenant, or a release of Tenant.

b. Multiple Dwelling Law. Tenant acknowledges that Landlord will strictly enforce all state and city laws and regulations, including, but not limited to, Section 4 of the Multiple Dwelling Law ("MDL"). Tenant shall obey and comply with all present and future city and state laws and regulations which affect the Building or the Apartment, including, but not limited to, Section 4 of the MDL. Tenant shall not, under any circumstances, sublease or otherwise permit any person(s) to remain in occupancy of the Apartment for less than thirty consecutive days and require such person(s) to pay monetary compensation for such occupancy. In addition, Tenant shall not advertise the Apartment for short term rentals and/or sublets with any company and/or on an internet site with a company, such as Airbnb, which provides a platform to connect person(s) who offer short term accommodations to individuals who wish to utilize short term accommodations. Tenant acknowledges that a default under this Article is a material breach of a

substantial obligation of this Lease and Landlord has the right to cancel this Lease immediately upon default in accordance with the terms hereof.

c. Indemnity. Tenant agrees to defend, indemnify and hold harmless Landlord from and against any and all third party claims, demands, regulatory proceedings, damages, fines (including, without limitation, fines for violations from any government agency), costs (including, without limitation, settlement costs), and expenses (including, without limitation, reasonable attorneys' fees) arising from or relating to any sublease entered into by Tenant(s) or by any roommate(s) of Tenant for any length of time without Landlord's written permission or in violation of Section 4 of the MDL.

d. Fees. Tenant acknowledges that Landlord may charge an administrative fee for the coordination and preparation of any consent to a sublease or assignment. In the event that Landlord permits Tenant to sublet or assign the Apartment, Tenant will be charged a fee of \$250.00.

7. IF TENANT IS UNABLE TO MOVE IN

A situation could arise which might prevent Landlord from letting Tenant move into the Apartment on the Beginning Date set forth in this Lease. If this happens, Landlord will not be responsible for any of Tenant's damages or expenses, and this Lease will remain in effect. In such case, this Lease will start on the date when Landlord shall permit Tenant to take possession of the Apartment, and the ending date will remain the Ending Date set forth in this Lease. Tenant will not have to pay Rent until the earlier of a) the move-in date Landlord gives Tenant by written notice, or b) the date Tenant moves in. If Landlord does not give Tenant notice that the move-in date is within thirty (30) days after the Beginning Date of the Term of this Lease as stated in Article 2, Tenant may notify Landlord in writing, that Landlord has fifteen (15) additional days to let Tenant move in, or else this Lease will end. If Landlord does not allow Tenant to move in within those additional fifteen (15) days, then this Lease shall end. Any money paid by Tenant on account of this Lease will then be refunded promptly by Landlord.

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

a. Tenant will take good care of the Apartment and all items within the Apartment, and will not permit or do any damage to them, except for damage which occurs through ordinary wear and tear. 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.

b. 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 Landlord's consent. Tenant must restore and repair to its original condition those portions of the Apartment affected by those installations and removals.

c. Tenant has not moved out until all persons, furniture and other property of Tenant is also out of the Apartment. If Tenant's property remains in the Apartment after this Lease ends, Landlord may either treat Tenant as still in occupancy and charge Tenant for use, or may consider that Tenant has given up the Apartment and abandoned any property remaining in the Apartment. In this event, Landlord may discard the property or store it at Tenant's expense. Tenant agrees to pay Landlord for all costs and expenses incurred in removing or storing such property. The provisions of this article will continue to be in effect after the end of this Lease.

9. FAILURE TO SURRENDER POSSESSION

If Tenant shall fail to surrender possession of the Apartment upon the expiration or termination of the Term of this Lease, Tenant shall have the status of a holdover occupant of the Apartment, unless otherwise agreed to in writing by Landlord. Under no circumstances shall Tenant's occupancy of the Apartment after the expiration or termination of the Term of this Lease be deemed or construed to create any tenancy rights for Tenant in the Apartment beyond the expiration or termination of the Term of this Lease. In addition to any other rights and remedies which may be available to Landlord either pursuant to this Lease or applicable law, Tenant shall pay, and be liable for the payment of, monthly use and occupancy for the Apartment in an amount equal to double the monthly Rent set forth in this Lease. The acceptance by Landlord of any payments from Tenant after the expiration or termination of the Term of this Lease shall not be deemed or construed to create any tenancy rights for Tenant in the Apartment, unless otherwise agreed to in writing by Landlord, and shall be deemed to represent payment of use and occupancy by Tenant for the Apartment. Landlord may accept partial payments of use and occupancy for the Apartment after the expiration or termination of the Term of this Lease without waiving Landlord's right to seek and obtain payment of the balance of use and occupancy payments otherwise due under this Lease.

10. CHANGES AND ALTERATIONS TO APARTMENT

Tenant may not build in, add to, change or alter, the Apartment in any way, including wallpapering, painting, repainting, or other decorating, without Landlord's prior written consent. Without Landlord'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 nor place in the Apartment any water-filled furniture. Tenant will not take any action, or make any installation which, in Landlord'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. Tenant must not change or

perform any work which affects the plumbing, electric, heating, ventilating or air conditioning systems. If Landlord's consent is given, the alterations and installations performed by Tenant in the Apartment shall become the property of Landlord when completed and paid for by Tenant. However, Landlord has the right to demand that Tenant remove, at Tenant's sole cost, all or any portion of such alterations and installations before the end of the Term. Tenant may not place in the Apartment any water-filled furniture.

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

a. Government Laws and Orders. Tenant will, at Tenant's sole cost and expense, obey and comply (1) with all present and future city, state and federal laws and regulations, which affect the Building or the Apartment, (2) with all orders and regulations of Insurance Rating Organizations which affect the Apartment and the Building, and (3) with the recommendations of the New York Board of Fire Underwriters which affect the Apartment and the Building. Tenant will not allow any windows in the Apartment to be cleaned from the outside, unless the equipment and safety devices required by law are used.

b. Landlord's Rules Affecting Tenant. Tenant will obey all Landlord's rules listed in this Lease and all future rules of Landlord or Landlord'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. Landlord shall not be responsible to Tenant for not enforcing any rules, regulations or provisions of another tenant's lease except to the extent required by law.

c. Tenant's Responsibility. Tenant is responsible for Tenant's own behavior within the Building and of Tenant's immediate family, Tenant's Occupants, Tenant's guests, Tenant's servants and people who are visiting Tenant. Tenant will reimburse Landlord as Additional Rent, upon demand, for the cost of all losses, damages, fines and reasonable legal expenses incurred by Landlord because Tenant, members of Tenant's immediate family, servants or people visiting Tenant have not obeyed government laws and orders or the agreements or rules of this Lease.

d. No Pets. Unless authorized by written consent, pets shall not be allowed in the Building. Tenant agrees that any breach of this provision shall entitle Landlord, at its option, to notify Tenant in writing that any pet kept by Tenant must be removed within five (5) days after such notice. Failure to comply with such notice shall entitle Landlord to terminate this Lease. Tenant will be responsible for all damages incurred by Landlord because of Tenant's breach of this provision.

12. PROPERTY LOSS, DAMAGES OR INCONVENIENCE/ RENTER'S INSURANCE

a. Unless caused by the gross negligence of Landlord or Landlord's agents or employees, Landlord and Landlord's agents and employees are not 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, even a theft or another crime committed in the Apartment or elsewhere in the Building, or water, fire, vandalism, rains, storms, smoke, exposures, terrorist attacks or other causes whatsoever;

(2) any loss of or damage to Tenant's property delivered to any employee of the Building (i.e. doorman, superintendent, etc.), nor for any damage or inconvenience caused to Tenant by any actions, negligence or violations of a lease by any other tenant or person in the Building;

(3) any temporary interference with light, ventilation, or view (i) caused by construction by or on behalf of Landlord; (ii) caused by construction on any parcel of land not owned by Landlord and/or (iii) 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 this Lease.

b. Tenant hereby agrees to indemnify Landlord from all liability, losses or damages occurring in the Apartment, except to the extent it is due to Landlord's gross negligence. Tenant is liable for all losses, injury or damages to any person or property caused by Tenant, and any occupants, guests or invitees of Tenant. Tenant is responsible for all damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant and for those persons for whom Tenant is responsible as set forth in Paragraph 11(c) above, and Tenant shall reimburse Landlord for any such money spent by Landlord which sums shall be considered Additional Rent. If a legal action or proceeding is brought against Landlord arising from Tenant's act or neglect, Tenant shall defend Landlord at Tenant's expense with an attorney of Landlord's choosing.

c. Tenant will obtain Tenant's own renter's insurance with a duly licensed insurance company providing fire, theft, water damage, and casualty insurance, and maintain such policy for the duration of the Term. Without limiting the provisions of Paragraph 12(a), in the event of any claim by Tenant, for any cause or thing whatsoever for which Landlord is responsible under this Lease, Tenant agrees to first seek recovery under any insurance policy maintained by Tenant, pursuant to this paragraph or otherwise, prior to seeking recovery from Landlord, and Landlord shall not be liable to Tenant to the extent Tenant's claims are satisfied from such insurance policy or would have been satisfied if Tenant had obtained such renter's insurance.

INITIAL:

13. 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, Landlord agrees that the Apartment and the Building are fit for human habitation and that there are no conditions which are detrimental to life, health or safety. No claim for breach of this Warranty of Habitability may

be made against Landlord unless the condition complained of is known to Landlord, or written notice of such condition is given promptly to Landlord during the Term of this Lease.

b. Tenant will do nothing to interfere or make more difficult Landlord'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 anyone under Tenant's direction or control shall not be a breach by Landlord.

14. OBJECTIONABLE CONDUCT

As a tenant in the Building, Tenant will not engage in objectionable conduct. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for Tenant or other occupants of the Building. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions that are dangerous, hazardous, unsanitary or detrimental to other tenants in the Building. Objectionable conduct by Tenant gives Landlord the right to end this Lease. No smoking is permitted in the common areas of the Building.

15. WINDOW TREATMENTS.

Tenant understands and agrees that Landlord shall have the right to approve any and all window decorations or treatments in the Apartment. It is further agreed that should Tenant wish to install any window decoration or treatment, Tenant will submit to Landlord a detailed specification of the design together with any photographic representation or rendering that may be available. Landlord will promptly approve or disapprove said design installation. Should Tenant install any window treatment or decoration without approval or that Landlord finds objectionable, Tenant will, upon Landlord's demand, immediately remove said installation. If Tenant does not comply with Landlord's demand, Tenant will be in violation of this Lease and Landlord may exercise all rights and remedies available to it under this Lease or at law or in equity. Tenant will remove such items at Tenant's cost and Tenant will reimburse Landlord, as Additional Rent, for all costs and legal fees that Landlord may incur in pursuit of such compliance. At the end of this Lease, and/or upon vacating the Apartment, Tenant will be responsible for the removal of said installation and for restoring the area to the condition in which it was on the Beginning Date of this Lease.

Antennas and satellite dishes may not be erected or maintained on the roof or attached to the outside walls or railing of the Building.

16. MOLD

Tenant acknowledges that it is necessary for Tenant to provide appropriate climate control, keep the Apartment clean, and to take all other measures to retard and prevent mold and mildew from accumulating in the Apartment including, without limitation, elimination of wet or damp conditions and excess humidity in the Apartment. Tenant agrees to clean and dust the Apartment on a regular basis and to remove visible moisture accumulation on windows, wall and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Apartment. Tenant also agrees to immediately report to the Landlord's Office: (i) any evidence of a water leak or excessive moisture in the Apartment or any public area; (ii) any evidence of mold or mildew-like growth that cannot be removed simply by applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating or ventilation system in the Apartment; and (iv) any inoperable doors or windows. Tenant further agrees that Tenant shall be responsible for damage to the Apartment and Tenant's property as well as personal injury to Tenant and other occupants of the Apartment resulting from Tenant's failure to comply with the terms of this Article.

17. INABILITY TO PROVIDE SERVICES

If due to strike, labor trouble, national emergency, government order, lack of supply, Tenant's act or neglect, or any other cause beyond Landlord's reasonable control, Landlord is delayed or not able to provide any services or make any repairs to the Building, or carry out any of Landlord's promises or agreements, this Lease shall not be ended nor Tenant's obligations affected by reason thereof. In any of these events, any rights Tenant may have against Landlord are only those rights which are allowed by laws in effect when the reduction in service occurs.

18. ENTRY TO APARTMENT

During reasonable hours and with reasonable notice, except in emergencies when no notice is required, Landlord may enter the Apartment for the following reasons: (i) to erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment and to make any necessary repairs or changes Landlord decides are necessary. Tenant's Rent will not be reduced because of any of this work, unless required by Law; (ii) to show the Apartment to persons who may wish to become owners or lessees of the entire Building or may be interested in lending money to Landlord; (iii) for four (4) months before the end of this Lease, to show the Apartment to persons who wish to rent it; and (iv) if during the last month of this Lease Tenant has moved out and removed all or almost all of Tenant's property from the Apartment, Landlord may enter to make changes, repairs, or redecorations. Tenant's Rent will not be reduced for that month and this Lease will not be ended by Landlord's entry.

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

19. ABANDONMENT

If Tenant moves out of the Apartment (abandonment) before the Ending Date of this Lease without the consent of Landlord, this Lease will not be ended. Tenant will remain responsible for each monthly payment of Rent as it becomes due until the Apartment is re-rented. Any agreement to end this Lease and also to end the rights and obligations of Tenant must be in writing, signed by Tenant and Landlord or Landlord's agent. Even if Tenant gives keys to the Apartment and they are accepted by any employee or agent of Landlord, this Lease shall not end except that any right Tenant previously had to possession or occupancy of the Apartment shall terminate.

20. DEFAULT

a. Tenant shall be in default under this Lease if Tenant acts in any of the following ways:

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

(2) Tenant or another occupant of the Apartment behaves in an objectionable manner;

(3) Tenant does not take possession or move into the Apartment within fifteen (15) days after the Beginning Date;

(4) Tenant abandons, or moves out of the Apartment before the Ending Date.

If Tenant does default in any one of these ways, other than a default in the agreement to pay Rent, Landlord may serve Tenant with a written notice to stop or correct the specified default within five (5) days. Tenant must then either stop or correct the default within five (5) days. Tenant will still be held responsible for such default, even if the Landlord does not provide written notification of default.

b. If Tenant fails to cure the default in the time stated, Landlord may cancel this Lease by giving Tenant a cancellation notice. The cancellation notice will state the date the Term will end, which may be no less than five (5) days after the date of the notice. On the cancellation date set forth in the notice, the Term of this Lease shall end. Tenant must leave the Apartment and give Landlord the keys on or before the cancellation date. Even though this Lease ends, Tenant will remain liable to Landlord for unpaid Rent up to the end of this Lease, the value of Tenant's occupancy, if any, after this Lease ends, and damages which Landlord may be entitled to under Article 21.

c. If Tenant does not pay Tenant's Rent when this Lease requires after a personal demand for Rent has been made, or within fourteen (14) days after a statutory written demand for Rent has been made, or if this Lease ends, Landlord may do the following: (1) enter the apartment and retake possession of it if Tenant has moved out; or (2) 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 or renew this Lease.

d. If Tenant fails to correct a default after notice from Landlord, Landlord may correct it at Tenant's expense. Landlord's costs to correct the default shall be payable by Tenant as Additional Rent.

e. If Tenant shall in its application for the Apartment (which application is incorporated by reference herein and made a part hereof) make any misrepresentation or untruthful statement, Landlord may treat same as a default by Tenant under this Lease. If Landlord shall discover or ascertain such misrepresentation or untruthful statement before the Beginning Date of the Term, Landlord shall have the right to terminate this Lease by notifying Tenant thereof and refusing occupancy to Tenant.

21. REMEDIES OF LANDLORD AND TENANT'S LIABILITY

If this Lease is ended by Landlord because of Tenant's default, the following are the rights and obligations of Tenant and Landlord:

a. Tenant must surrender possession immediately. If Tenant fails to do so, Tenant shall have the status of a holdover occupant of the Apartment in accordance with paragraph 8 of this Lease.

b. Once Tenant moves out, pursuant to NY Real Property Law § 227-e, Landlord shall, in good faith and according to the Landlord's resources and abilities, take reasonable and customary actions to rent the Apartment at fair market value or at the rate agreed to during the term of this Lease.

c. Tenant's obligations under this Lease, including the obligation to pay Rent will cease once the Apartment is re-rented.

d. If the rent collected by Landlord from a subsequent tenant of the Apartment is more than the unpaid Rent and damages which Tenant owes Landlord, Tenant is not entitled to the difference.

e. The rights and remedies of Landlord are separate and in addition to each other, and in addition to all rights and remedies available to Landlord at law or in equity. The choice of one does not prevent Landlord from exercising another.

22. ADDITIONAL LANDLORD REMEDIES

a. **Specific Performance.** If Tenant does not do everything Tenant has agreed to do or if Tenant does anything which shows that Tenant intends not to do what Tenant has agreed to do Landlord has the right to ask a Court to make Tenant carry out Tenant's agreement or to give Landlord such other relief as the Court can provide. This is in addition to all other remedies in this Lease. Mention in this Lease of any particular remedy shall not prevent Landlord from using any other legal remedy permitted by law or equity.

b. **Bad Check Charges.** If a check received by Landlord for Rent or Additional Rent is dishonored or returned for any reason whatsoever, a service charge of twenty dollars (\$20.00) will be made by Landlord and paid

by Tenant as Additional Rent for the actual and reasonable costs incidental to the handling of such dishonored or returned check.

INITIAL:

c. **Late Payment.** It is agreed that the Rent under this Lease is due and payable in equal monthly installments on or before the first day of each month during the entire lease Term. In the event that Rent is not received on or before the tenth (10th) day of the month, a late charge of fifty dollars (\$50.00) or five percent (5%) of monthly Rent, whichever is less, will be charged by the Landlord to defray expenses incurred in handling delinquent payments.

INITIAL:

23. **FEES AND EXPENSES**

Tenant must reimburse Landlord for any of the following fees and expenses incurred by Landlord:

(1) Making any repairs to the Apartment or the Building which result from misuse or negligence of Tenant or persons who live with Tenant, visit Tenant, or work for Tenant;

(2) Repairing or replacing any appliance damaged by Tenant's misuse or negligence;

(3) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organizations concerning the Apartment or the Building which Tenant, or persons who live with Tenant, visit Tenant or work for Tenant have caused;

(4) Preparing the Apartment for the next tenant if Tenant moves out of Tenant's Apartment before the Lease Ending Date;

(5) Removing all of Tenant's property after this Lease is ended; and

(6) All other fees and expenses incurred by Landlord because of Tenant's failure to obey any other provisions and agreements of this Lease.

These fees and expenses shall be paid by Tenant to Landlord as Additional Rent within ten (10) days after Tenant receives Landlord's bill or statement. If this Lease has ended when these fees and expenses are incurred, Tenant will still be liable to Landlord for the same amount as damages.

24. **FIRE OR CASUALTY**

a. Tenant must give Landlord prompt written notice of any fire, accident, damage or dangerous or defective condition in or affecting the Apartment or the Building. If the entire Apartment cannot be used by reason of fire or other casualty for a period of time greater than thirty (30) days, Tenant is not required to pay Rent for the time the Apartment is unusable (subject to Paragraph 24(e)). If part of the Apartment cannot be used for a period greater than thirty (30) days, Tenant must pay Rent for the usable part (subject to Paragraph 24(e)). Landlord shall have the sole and absolute right to decide which part of the Apartment is usable. Landlord need only repair the damaged structural parts of the Apartment. Landlord is not required to repair or replace any appliances, equipment, fixtures, furnishings, decorations or other property in or servicing the Apartment unless same was originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

b. If the Apartment is totally destroyed by fire or other casualty, and Landlord notifies Tenant that it has, in its sole discretion, determined not to repair the damage, Tenant shall pay Rent until the time of destruction and, at that point, this Lease shall be terminated. Tenant has no right to cancel this Lease due to fire or casualty. This Paragraph 24 is intended to replace the terms of New York Real Property Law Section 227.

c. After a fire, accident or other casualty in the Building, Landlord may decide to tear down the Building or to substantially rebuild it. In such case, Landlord need not restore the Apartment but may end this Lease. Landlord may do this even if the Apartment has not been damaged by giving Tenant written notice of this decision within thirty (30) days after the date the damage occurred. If the Apartment is usable when Landlord gives Tenant such notice, this Lease will end sixty (60) days from the last day of the calendar month in which Tenant was given the notice.

d. Tenant agrees to first seek recovery for any and all damages or losses under any insurance policy maintained by Tenant pursuant to Article 13 or otherwise prior to seeking recovery from Landlord and Tenant shall not be liable to Tenant if Tenant's claims are satisfied from such insurance policy or would have been satisfied if Tenant had obtained such required insurance. Unless prohibited by the applicable insurance policies, to the extent that such insurance is collected, Tenant hereby releases and waives all right of recovery against the Landlord or anyone claiming through or under the Landlord by way of subrogation.

e. If the fire or other casualty is caused by Tenant's act or Tenant's neglect, or Tenant's guest or Occupant then all repairs will be made at Tenant's expense and, in addition, Tenant must pay the full Rent with no adjustment. The cost of the repairs will be paid by Tenant as Additional Rent.

25. **SMOKE DETECTOR/CARBON MONOXIDE DETECTOR**

If Landlord has or hereafter shall install one or more smoke detectors/carbon monoxide detectors in the Apartment, it is understood that Landlord shall not be responsible for any servicing or maintenance of the smoke detector/carbon monoxide detector, including changing batteries. It is Tenant's responsibility to check the system regularly (but in any event at least twice a year). If a detector has been installed in the Apartment, Tenant acknowledges that it has been inspected and is in good working order. Tenant shall be liable to Landlord for any

damages resulting from Tenant's failure to keep such devices in good working order. Tenant agrees to waive and Landlord shall not be liable for damages caused by the failure of such detector to operate properly.

26. PUBLIC TAKING

If all or part of the Building is taken, acquired, or condemned by any government or government agency this Lease shall end on the date the government or agency take title ("Cancellation Date") and Tenant shall have no claim against Landlord for any damages. Tenant must deliver the Apartment to Landlord on the Cancellation Date together with all Rent and Additional Rent due to that date. The entire award for any taking belongs to Landlord and Tenant agrees that by signing this Lease, Tenant hereby assigns to Landlord any claim against the government or government agency for the value of the unexpired portion of this Lease.

27. BANKRUPTCY/INSOLVENCY

If (1) Tenant assigns property for the benefit of creditors, or (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant a thirty (30) day notice of cancellation of this Lease. If any of the above is not fully dismissed within such 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 without offset as provided in this Lease.

28. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS

All leases and mortgages of the Building or of the land on which the Building is located, now in effect or made after this Lease is signed, come ahead of this Lease. In other words, this Lease is "subject and subordinate to" any existing or future lease or mortgage on the Building or land, including any renewals, consolidations, modifications and replacements of these leases or mortgages. If certain provisions of any of these leases or mortgages come into effect, the holder of such lease or mortgage can end this Lease. If this happens, Tenant agrees that Tenant has no claim against Landlord or such lease holder or mortgage holder. This clause shall be self-operative and no further act on the part of the Tenant shall be required. If Landlord requests, Tenant will promptly sign an acknowledgment in confirmation of such subordination, in the form that Landlord requires.

Tenant also agrees to sign a written acknowledgment to any third party designated by Landlord that (1) this Lease is in full force and effect and is unchanged (or if changed, how it was changed); (2), that Landlord has fully performed all of the terms of this Lease and Tenant has no claim against Landlord; (3) Tenant is fully performing all of the terms of this Lease and will continue to do so; and (4) all Rent and Additional Rent have been paid to the date of the acknowledgment.

29. BILLS AND NOTICE

a. Notices to Tenant. Any notice from Landlord or Landlord'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 Landlord or Landlord's agent; and (3) is addressed to Tenant at the Apartment and delivered to Tenant personally or sent by registered or certified mail to Tenant at the Apartment. The date of service of any written notice by Landlord to Tenant under this Lease is the date of delivery or mailing of such notice. Notice by Landlord to one named person shall be as though given to all those persons.

b. Notices to Landlord. Any notice from Tenant to Landlord must be in writing and sent by certified mail return receipt requested, to Landlord at the address noted on page 1 of this Lease or at another address of which Landlord or Landlord's agent has given written notice. The signatures of all persons constituting Tenant are required on every notice from Tenant.

30. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

Landlord and Tenant agree to waive their right to a trial by jury in any action or proceeding brought by either of them against the other, for any matter concerning this Lease or the Apartment. The waiver of the right to a jury trial is a serious matter and Tenant and Landlord knowingly agree to do so. Tenant also gives up any right to bring a counterclaim or set off in any action or proceeding by Landlord against Tenant on any matter directly or indirectly related to this Lease.

31. NO WAIVER OF LEASE PROVISIONS

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

b. Only a written agreement between Tenant and Landlord can waive any violation of this Lease.

c. If Tenant pays and Landlord accepts an amount less than all the Rent due, the amount received shall be considered to be in payment of all or a part of the earliest Rent due. It will not be considered an agreement by Landlord to accept this lesser amount in full satisfaction of all of the Rent due.

d. Writings, notations or statements, written on the front or back of any check, money order or other monetary instrument given to Landlord, shall not be deemed a part of this Lease and shall not be binding on Landlord. Landlord's acceptance, endorsement or deposit of any such check, money order or other monetary instrument shall not be deemed an acceptance of the conditions on same and Landlord may accept same as if the said writing, notation or statement did not exist.

e. Landlord's acceptance of rent from any person other than Tenant shall be deemed to constitute a tender of Rent on Tenant's behalf only, such that neither the tender nor the acceptance thereof shall waive any of Landlord's rights or remedies, nor shall the tender or the acceptance thereof be deemed to create any rights or tenancy status in any person other than Tenant. Notwithstanding the foregoing, the parties agree that Landlord shall be under no obligation to accept the tender of Rent from any person other than the Tenant named on this Lease.

32. MOVE IN CONDITION OF THE APARTMENT

When Tenant signed this Lease, Tenant did not rely on anything said by Landlord, Landlord's agent or superintendent about the physical condition of the Apartment, the Building or the land on which it is built. Tenant did not rely on any promises as to what would be done, unless what was said or promised is written in this Lease and signed by both Tenant and Landlord. Before signing this Lease, Tenant has inspected the Apartment and Tenant accepts it in its present condition "as is". Sizes of rooms stated in any brochures or plans of the Building or Apartment are approximate and subject to change.

33. CORPORATE LEASE

If the party executing this Lease is a corporation then the following provisions shall apply: Tenant, and the Occupants listed in Paragraph 1 hereof, shall be the only person(s) who shall be permitted to occupy the Apartment for the full Term of this Lease. No other person(s) may occupy the Apartment in addition to or instead of the foregoing named individual(s) without Landlord's prior written consent. In no event shall Tenant be permitted to change occupants of the Apartment more than four (4) times per year, and in no event may any such occupant be permitted to occupy the Apartment for a term of less than three (3) months.

In no way shall Landlord's action or inaction be deemed a consent to any use of the Apartment other than residential, or be deemed a waiver of any rights of Landlord to enforce the above terms. To the fullest extent permitted by law, Tenant agrees to indemnify, protect, defend with competent counsel, and hold harmless Landlord, its officers, employees, affiliated companies, partners, members, successors, assigns, legal representatives, shareholders, and agents, for, from and against any and all claims, damages, losses, liabilities, liens, fines, penalties, suits, judgments, causes of action, costs and expenses (including, without limitation, court costs, attorneys fees and disbursements), of any nature, kind or description arising out of, resulting from, or caused, directly or indirectly, (in whole or in part) by Tenant's use and/or occupancy of the Apartment.

34. SUCCESSOR INTERESTS

The covenants, conditions and agreements in this Lease shall be bind and inure to the benefit of Landlord and Tenant and on those who succeed to the interest of Landlord or Tenant by law, by approved assignment or by transfer. Nothing in the preceding sentence shall be deemed to modify Paragraph 6 of this Lease regarding assignment and subletting.

35. DEFINITIONS

a. Landlord: The term "Landlord" in this Lease means the person or organization receiving or entitled to receive Rent from Tenant for the Apartment at any particular time other than a rent collector or managing agent of Landlord. "Landlord" includes the landlord of the land or Building, a landlord, or sublandlord of the land or Building and a mortgagee in possession. It does not include a former landlord, even if the former landlord signed this Lease. Landlord's obligations end when landlord's interest in the Apartment is sold or transferred. Any acts Landlord may do under this Lease may be performed by Landlord's agents or employees.

b. Tenant: The Term "Tenant" means the person or persons signing this Lease as Tenant and the successors and assigns of any and all of them. This Lease has established a tenant-landlord relationship between Tenant and Landlord.

36. EXCULPATION

Notwithstanding any provision of this Lease to the contrary, Tenant agrees to look solely to Landlord's then interest in the Apartment for recovery of any judgment against Landlord, it being understood that none of Landlord's representatives, agents, members, partners, shareholders, directors, employees, fiduciaries or officers shall ever be personally liable for any such judgment or for the payment of any monetary obligation.

If this Lease is executed on behalf of Landlord by any party as agent for Landlord, then said party is acting as agent only and shall not in any event be liable to Tenant for the fulfillment or non-fulfillment of any of the terms, covenants or conditions of this Lease.

Upon the Ending Date, surrender, termination or other ending of this Lease, Tenant shall be deemed to have released Landlord and its agents from any and all claims that Tenant may or could have by reason of any matter that existed prior to the termination or surrender of this Lease unless Tenant notified Landlord of such claim prior thereto by certified mail, return receipt requested.

If Tenant requires Landlord's consent to any act or matter and such consent is not given, Tenant's only right is to ask a Court to force Landlord to give such consent. Tenant agrees not to make any claim against Landlord for money damages or subtract any sum from the Rent or Additional Rent because such consent was not given.

37. SIDEWALK BRIDGES, SCAFFOLDING AND SIMILAR STRUCTURES

Landlord reserves the absolute and unrestricted right to construct and maintain sidewalk bridges, scaffolding, exterior bracing and any similar types of structures, from time to time during the Term of this Lease, in connection with any repairs, alterations, or improvements to be made in or to the Building or any portion thereof, whether or not such structures reduce any light or air to the Apartment or any exterior views from the Apartment. There shall be no allowance to Tenant for any diminution of rental value or any other matter, and no liability on the part of Landlord arising out of inconvenience or annoyance arising there from, or otherwise, by reason of the construction or maintenance of sidewalk bridges, scaffolding, bracing or other structures.

38. TERRACES AND BALCONIES

The Apartment may have a terrace or balcony. The terms of this Lease apply to the terrace or balcony as if it were part of the Apartment. Landlord may make special rules for the terrace and balcony. Landlord will notify Tenant of such rules. Tenant must keep the terrace or balcony clean and free from snow, ice, leaves and garbage and keep all screens and drains in good repair. No cooking is allowed on the terrace or balcony. Tenant may not keep plants, bicycles or other loose items nor install a fence or any addition on the terrace or balcony. If Tenant does, Landlord has the right to remove and discard these items or store them at Tenant's expense. Landlord shall have no liability to Tenant, and Tenant's covenants and obligations under this Lease (including, but not limited to, payment of Rent) shall not be reduced or abated in any manner whatsoever, by reason of the balcony or terrace no longer being available for Tenant's use.

39. AMENITIES

Tenant acknowledges that the Building may have amenity spaces (e.g. fitness center) available for Tenant use. Landlord may make special rules for the amenity spaces. Landlord may temporarily or permanently close any of the amenity spaces at any time. Tenant's covenants and obligations under this Lease (including, but not limited to, payment of Rent) shall not be reduced or abated in any manner whatsoever, by reason of any or all amenity spaces no longer being available for Tenant's use.

40. RENOVATIONS

Tenant acknowledges that from time to time certain renovation work and improvements may be taking place in portions of the Building including, but not limited to, individual apartments and common areas. Noise, vibrations, dust and/or debris may result from such renovation work. Landlord makes no representations, express or implied, as to conditions relating to renovation work at the Building. Tenant's obligations under the Lease (including, but not limited to, payment of Rent) shall not be reduced or abated in any manner whatsoever, by reason of the renovation work, conditions in the Building due to such renovation work, or portions of the Building, including amenity spaces, being inaccessible or unavailable for use during such renovation work.

41. ILLEGALITY

If any provision of this Lease is found to be illegal, void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Lease shall nevertheless be binding upon the parties with the same force and effect as though the illegal, void or unenforceable part had been severed and deleted. Notwithstanding any rule of law, construction or custom to the contrary, in no event shall this Lease be construed against any party by reason of such party's having caused this Lease to be drafted.

42. REPRESENTATIONS, CHANGES IN LEASE

Tenant has read this Lease. Tenant understands this Lease. All promises made by Landlord are in this Lease. This Lease constitutes the entire agreement between the parties. Tenant is not relying on any representations or agreements other than those contained in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party. Tenant shall not record or attempt to record this Lease or any memorandum hereof.

43. BROKER

Tenant states that **Rory Nichols** is the only broker that showed the Apartment to Tenant or who was otherwise involved in any way with Tenant renting the Apartment. If the name of the broker in the preceding sentence is left blank, that shall mean that no broker showed the Apartment to Tenant or was otherwise involved in renting the Apartment to Tenant. Tenant shall pay the commissions earned by such broker in connection with this Lease and shall pay Landlord any money Landlord may have to spend if any statement in this Article is incorrect. Tenant hereby indemnifies Landlord and agrees to hold it harmless from any and all liability for any such brokerage commissions and compensation.

44. ARTICLE HEADINGS/CAPTIONS.

The article headings are for convenience only and do not affect the meanings of the articles. In any dispute arising under this Lease, in the event of a conflict between the text and a caption, the text controls.

45. SPRINKLERS

The Please take notice pursuant to Section 231-A of the New York Real Property Law that the leased

premises does ☐ does not ☒ have an operative sprinkler system. If operative, it was last maintained on _____ and last inspected on _____.

THIS LEASE AND THE APARTMENT ARE NOT SUBJECT TO RENT STABILIZATION, RENT CONTROL OR ANY OTHER RENT REGULATION. LANDLORD WILL NOT BE OBLIGED TO RENEW TENANT'S LEASE. THE AMOUNT OF RENT LANDLORD MAY CHARGE FOR THE APARTMENT WILL NOT BE REGULATED. IN ADDITION, THE OTHER PROVISIONS OF THE RENT STABILIZATION CODE AND THE RENT STABILIZATION LAW WILL NOT APPLY TO THE APARTMENT OR TO TENANT'S OCCUPANCY OF THE APARTMENT.

INITIAL:

Landlord's Rules are included as an integral part of this Lease and are attached hereto.

TO CONFIRM OUR AGREEMENTS, LANDLORD AND TENANT SIGN THIS LEASE AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1. THIS LEASE IS NOT EFFECTIVE UNLESS AND UNTIL LANDLORD DELIVERS TO TENANT A DUPLICATE ORIGINAL SIGNED BY ALL PARTIES.

LANDLORD:

235 East 27th Property LLC
Stonehenge Management LLC, as agent

TENANT:

Daniel Robert Merker

By:

By:

Rules and Regulations

1. Public Access Ways

(a) Tenants shall not block or leave anything in or on fire escapes, the sidewalks, driveways, elevators, stairways or halls. Public access ways shall be used only for entering and leaving the Apartment and used for deliveries.

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

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 Building. Tenants shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators or elevator shafts. Tenants shall not place any articles outside of the Apartment or outside of the building except in safe containers and only at places chosen by Landlord. Tenant agrees at its sole cost and expense to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash. Tenant shall sort and separate such items into categories as provided by law, and in accordance with the rules and regulations adopted by Landlord.

4. Elevators

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

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 Landlord may direct. Tenants shall not dry or air clothes on the roof.

6. Keys and Locks

Landlord may retain a pass key to the apartment. Tenants may install on the entrance of the Apartment an additional lock of not more than three inches in circumference. Tenants may also install a lock on any window but only in the manner provided by law. Immediately upon making any installation of either type, Tenants shall notify Landlord or Landlord's agent and shall give Landlord or Landlord's agent a duplicate key. If changes are made to the locks or mechanism installed by Tenants, Tenants must deliver keys to Landlord. At the end of this Lease, Tenants must return to Landlord all keys either furnished or otherwise obtained. If Tenants loses or fail to return any keys which were furnished to them, Tenants shall pay to Landlord 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 phonograph, 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 Landlord. 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 Landlord. This consent, if given, can be taken back by Landlord at any time for good cause on reasonably given notice. Unless carried or on, a leash, a dog shall not be permitted on any passenger elevator or in any public portion of the building. Also, dogs are not permitted on any grass or garden plot under any condition. BECAUSE OF THE HEALTH HAZARD AND POSSIBLE DISTURBANCE OF OTHER TENANTS WHICH ARISE FROM THE UNCONTROLLED PRESENCE OF ANIMALS, ESPECIALLY DOGS, IN THE BUILDING, THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH TENANT IS A MATERIAL REQUIREMENT OF EACH LEASE. TENANTS' FAILURE TO OBEY THIS RULE SHALL BE CONSIDERED A SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION BY TENANT UNDER THIS LEASE. LANDLORD MAY ELECT TO END THIS LEASE BASED UPON THIS VIOLATION.

10. Moving

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

11. 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 or 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. No Electric Bicycles or Scooters

At no time shall Tenant, Tenant's Occupants or Tenant's guests be permitted to have an electric bicycle or electric scooter inside the Building. Failure to comply with such notice shall entitle Landlord to terminate this Lease. Tenant will be responsible for all damages incurred by Landlord because of Tenant's breach of this provision.

LEASE RIDER

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:

<u>Con Edison</u>	<u>1-800-752-6633</u>
Provider	Number
4. After completing items 1-3 contact your management company, building staff, or super to notify them of the suspected leak.

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:

<u>Con Edison</u>	<u>1-800-752-6633</u>
Proveedor	Telefono
4. Después de completar los puntos 1-3, póngase en contacto con su compañía de gestión, el personal del edificio o super para notificarles de la fuga sospechada.

TENANT:

Daniel Robert Merker

By:

POLICY ON SMOKING FOR RESIDENTIAL BUILDING

Building/Property Address: **235 EAST 27TH STREET, NEW YORK, NY 10016**

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

I. Definitions

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

II. Smoke-Free Air Act

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

III. Policy on Smoking

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

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

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

IV. Complaint Procedure

- a. Complaints about smoke drifting into a residential unit or common area should be made promptly to the Owner/Manager listed here :
- b. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was

observed, building address, description of incident and apparent source of smoke.

Acknowledgment and Signatures:

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

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

LANDLORD:

TENANT:

235 East 27th Property LLC

Stonehenge Management LLC, as Agent

Daniel Robert Merker

By:

By:

NOTICES & COMMUNICATIONS RIDER

THIS RIDER (this “Rider”), dated as of **August 25, 2026** is attached to and made a part of that certain Apartment Lease, dated as of **August 28, 2026** (the “Lease”), by and between **235 East 27th Property LLC**, as landlord (“Landlord”), and **Daniel Robert Merker**, as Tenant (“Tenant”), with respect to Apartment **002C** (the “Apartment”), in the building known as **235 East 27th Street, New York, NY 10016** (the “Building”).

Tenant hereby acknowledges and agrees that all communications, including but not limited to notices, statements, and service of renewal leases, may be served electronically by Landlord to Tenant’s email address. Tenant hereby agrees that it is the Tenant’s responsibility to provide and maintain a current email address with Landlord.

LANDLORD:

TENANT:

235 East 27th Property LLC

Stonehenge Management LLC, as Agent

Daniel Robert Merker

By:

By:_____

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.

Select an option from the list below

Tenant has selected the following:

Tenant's Name:

Daniel Robert Merker

By:

Tenant's Address: 235 East 27th Street, New York, NY 10016

Apartment Number: 002C

Date: **August 25, 2026**

Return this form to:

Name of landlord (owner or managing agent): 235_East 27th Property LLC

Address of landlord (owner or managing agent): 1675 Broadway, 21st Floor, New York, NY 10019

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

ANNUAL NOTICE REGARDING INSTALLATION OF STOVE KNOB COVERS

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

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

Please complete this form by selecting the appropriate option from the list below, filling out the information requested, and signing. Please return the form to the owner at the address provided by August 28, 2026:

(Tenant Signature)
(DATE)

Print Name, Address, and Apartment Number:

Daniel Robert Merker, 235 East 27th Street, New York, NY 10016 ~ 002C

Return this form to: (Owner address): 235 East 27th Property LLC
1675 Broadway, 21st Floor, New York, NY 10019

**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.

Daniel Robert Merker

Name of tenant(s): _____

Lease Premises Address: **235 East 27th Street, New York, NY 10016**

Apartment Number: **002C** (the "Leased Premises")

Date of Lease: **August 25, 2026**

CHECK ONE:

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

2. ☐ There is a Maintained and Operative Sprinkler System in the Leased Premises.

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

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

Acknowledgment & Signatures:

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

LANDLORD:

TENANT:

235 East 27th Property LLC
Stonehenge Management LLC, as agent

Daniel Robert Merker

By:

By:

RIDER TO LEASE
Real Property Law § 231-b
Flood History and Risk Notice

Any or all of the leased premises:

Is / is not X located wholly or partially in a Federal Emergency Management Agency ("FEMA") designated floodplain.

Is / is not X located wholly or partially in the Special Flood Hazard Area ("SFHA"; "100-year floodplain"), according to FEMA's current Flood Insurance Rate Maps for the leased premises' area.

Is / is not X located wholly or partially in a Moderate Risk Flood Hazard Area ("500-year floodplain"), according to FEMA's current Flood Insurance Rate Maps for the leased premises' area.

Any or all of the leased premises:

Has / has not X experienced prior flood damage due to a natural flood event, such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow.

The nature of any such prior flood damage is as follows:

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

Tenant(s) hereby consents, acknowledges, understands and agrees to the provisions stated in this rider:

LANDLORD:

TENANT:

235 East 27th Property LLC
Stonehenge Management LLC, as agent

Daniel Robert Merker

By:

By:

235 East 27th Street, New York, NY 10016
APT. #002C

SECURITY DEPOSIT RIDER

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 August 25, 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.

AGREEMENT, made by and between **235 East 27th Property LLC** (“Owner”) and Daniel Robert Merker, (“Tenant”),
forming a part of that certain lease agreement for Apartment **002C** (“Apartment”) at the building known as and located at **235 East 27th Street, New York, NY 10016** (the “Building”), dated **August 25, 2026** (the “Lease”).

WHEREAS, the security deposit required under the Lease is **\$3,200.00** (the “Security Deposit”);

WHEREAS, as an accommodation to Tenant, Landlord will allow Tenant to tender the Security Deposit required under the Lease either in the form of (i) a security deposit alternative from one of Landlord’s pre-approved vendors or (ii) cash as the security deposit required under Section 4 of the Lease;

NOW, THEREFORE, it is hereby agreed that contemporaneous with Tenant’s execution of the Lease, Tenant will be required to do one of the following:

Tenant shall remit the sum of **\$3,200.00** as the Security Deposit due under the Lease; or

Tenant shall deliver to Landlord a security deposit alternative for the sum of **\$3,200.00** from one of Landlord’s pre-approved vendors, selected in Landlord’s sole discretion, which shall guarantee the Security Deposit required under the Lease for the duration of the Lease and any future renewals thereof. In such event, Tenant hereby agrees that upon any future renewal of the Lease, Tenant will either renew the policy for such security deposit alternative or remit the sum of **\$3,200.00** to the Landlord as the Security Deposit due upon the signing of such renewal lease.

The parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document.

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

OWNER:

TENANT:

235 East 27th Property LLC

Stonehenge Management LLC, as Agent

Daniel Robert Merker

By:

By:

TENANT APARTMENT INSPECTION RIDER

This Rider is attached to and made a part of the Apartment Lease dated **August 25, 2026** (“Lease”) by and between **235 East 27th Property LLC** (“Landlord”) and

Daniel Robert Merker (“Tenant”)

for Apartment **002C** (“Apartment”) in the building known as **235 East 27th Street, New York, NY 10016**.

Supplementing the provisions of Article 32 of the Lease, Tenant specifically acknowledges that:

☐

Tenant has either (i) inspected the Apartment in person or (ii) inspected the Apartment virtually. Tenant agrees (i) to accept the Apartment in its present “as is” condition including but not limited to, the color and condition of the walls and floors, (ii) that Landlord is not required to perform any work in, or make any alterations or improvements to the Apartment, (iii) that all diagrams, floor plans, pictures of the Apartment or other apartments in the Building are for illustration purposes only and are not to scale, (iv) that all areas, dimensions, sizes, and square footage amounts of the Apartment are approximate, and the finishes, fixtures, and appliances may vary by apartment, (v) that Tenant has not relied on anything said by Landlord, Landlord's agent or superintendent about the physical condition of the Apartment, the Building or the land on which it is built, and (vi) that Tenant has not relied on any promises as to what would be done, unless what was said or promised is written in the Lease and signed by both Tenant and Landlord.

☐

Tenant has not inspected the Apartment, either in person or virtually. Nonetheless, Tenant agrees (i) to accept the Apartment in its present “as is” condition, (ii) that Landlord is not required to perform any work in, or make any alterations or improvements to the Apartment, (iii) that all diagrams, floor plans, pictures of the Apartment or other apartments in the Building are for illustration purposes only and are not to scale, (iv) that all areas, dimensions, sizes, and square footage amounts of the Apartment are approximate, and (v) that the finishes, fixtures, and appliances may vary by apartment.

Nothing herein shall be deemed or construed to impose any duties, obligations or responsibilities upon Landlord other than those specifically provided for in the Lease.

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

LANDLORD:

235 East 27th Property LLC

Stonehenge Management LLC, as Agent

By: _____

TENANT:

Daniel Robert Merker

By:

NYC FAIR CHANCE HOUSING ACT RIDER

THIS RIDER (this “Rider”), dated as of **August 25, 2026**, is attached to and made a part of that certain Apartment Lease, dated as of **August 28, 2026** (the “Lease”), by and between **235 East 27th Property LLC**, as landlord (“Landlord”), and **Daniel Robert Merker**, as Tenant (“Tenant”), with respect to Apartment **002C** (the “Apartment”) in the building known as **235 East 27th Street, New York, NY 10016** (“Building”).

This is a conditional lease offer under the Fair Chance Housing Act (NYC Administrative Code §8-107(5)(o)(4)(B)) (“FCHA”). This lease offer may be revoked based upon a criminal background check conducted in accordance with the FCHA. Please refer to the attached NYC Fair Chance Housing Notice: Criminal Records for further information.

LANDLORD:

235 East 27th Property LLC
Stonehenge Management LLC, as Agent

TENANT:

Daniel Robert Merker

By:

By: _____

NYC Fair Chance Housing Notice: Criminal Records

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

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

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

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

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

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

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



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

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

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

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

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

Conditional Offer of Housing

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

NOT to conduct a criminal background check

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

TO conduct a criminal background check

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

Criminal Background Check

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

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

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

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

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

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

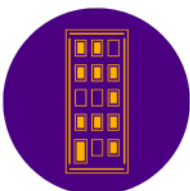


Right to Provide Support for Your Application

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

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

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



Right to an Individualized Assessment of Your Application

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



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

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

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

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

Legitimate Business Interest

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

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

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

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

Revoking a Conditional Offer of Housing

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

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

Exemptions for Housing Providers

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

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

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



BROKER ACKNOWLEDGEMENT

This Rider is attached to and made a part of the Apartment Lease dated August 25, 2026 (“Lease”) by and between 235 East 27th Property LLC (“Landlord”) and Daniel Robert Merker (“Tenant”) for Apartment 002C (“Apartment”) in the building known as 235 East 27th Street, New York, NY 10016.

Tenant states that Rory Nichols (“Broker”) of MNS Real Estate NYC is the only broker that showed the Apartment to Tenant or who was otherwise involved in any way with Tenant renting the Apartment and that no other broker or finder is entitled to a commission or other compensation in connection with the Lease. Tenant hereby indemnifies Landlord and agrees to hold it harmless from any and all liability for any such brokerage commissions and compensation other than to Broker.

Landlord hereby agrees to pay the commission earned Broker in connection with this Lease.

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

LANDLORD:

TENANT:

235 East 27th Property LLC

Stonehenge Management LLC, as Agent

Daniel Robert Merker

By:

By:_____

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 Robert Merker**

Subject Premises: **235 East 27th Street**, New York, NY 10016

Apt. #: **002C**

Date of vacancy lease: **August 25, 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: _____

Signature of Tenant(s):

Dated: _____

Signature of Owner/Agent:

Dated: _____

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

Signed:

235 East 27th Property LLC

Stonehenge Management, as agent

By:

Print Name:

Date:

APÉNDICE A

AVISO DE ALQUILER/COMIENZO DE LA OCUPACIÓN SOBRE RIESGO DE ALÉRGENOS EN INTERIORES

1. Según el Código administrativo de la Ciudad de Nueva York, Sección 27-2017.1 y sig., el propietario de este edificio tiene obligación de hacer una inspección anual de riesgos de alérgenos en interiores (como moho, ratones, ratas y cucarachas) en el apartamento que usted ocupa y en las áreas comunes del edificio. El propietario debe inspeccionar también si usted lo informa de que hay una condición en el apartamento que podría causar un riesgo de alérgenos en interiores, o si usted solicita una inspección o el Departamento ha impuesto una violación que requiere la corrección de un riesgo de alérgenos en interiores en su apartamento. Si hubiera un riesgo de alérgeno en su apartamento, el propietario debe solucionarlo, utilizando las prácticas de trabajo seguro establecidas por la ley. El propietario también debe proveer a los inquilinos un folleto que contenga la información sobre los riesgos de alérgenos en interiores.
2. Antes de su ocupación como nuevo inquilino, el propietario de este edificio también debe solucionar todos los problemas visibles de moho e infestaciones en el apartamento, así como cualquier defecto subyacente como goteos, usando las prácticas de trabajo seguro establecidas por la ley. Si el propietario ofrece moqueta o mobiliario, debe limpiar y aspirar a conciencia antes de la ocupación. Este aviso debe firmarlo el propietario o su representante y establecer que ha cumplido con estos requisitos.

Yo, **235 East 27th Property LLC** (nombre del propietario o del representante en letra de molde), certifico que he cumplido con los requisitos del Código administrativo de la Ciudad de Nueva York Sección 27-2017.5 eliminando todo el moho e infestaciones visibles y cualquier defecto subyacente si fuera aplicable, limpiando y aspirando cualquier moqueta y mobiliario que haya provisto al inquilino. He realizado los trabajos necesarios siguiendo las prácticas de trabajo seguro establecidas por la ley.

Firmado:

235 East 27th Property LLC

Stonehenge Management, como agente

Por:

Nombre en letra de molde:

This notice is also available in the following languages: | 简体中文 (Chinese) | 한국어 (Korean)
| Kreyol Ayisyen (Haitian Creole) | Русский (Russian) | العربية (Arabic)

(Added City Record 12/17/2018, eff. 1/16/2019)

What Every Tenant Should Know About Indoor Allergens

(Local Law 55 of 2018)

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

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

Tenants should:

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

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

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

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



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



nyc.gov/health



“healthy neighborhoods”



Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development

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

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

Landlords must:

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

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

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

nyc.gov/health

“healthy neighborhoods”

New York City Recycling Notice
235 East 27th Street, New York, NY 10016

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:

Location of recycling bins:

Description of recycling bins:

Contact for removal of large items:

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.

Occupant name(s): Daniel Robert Merker

Occupant signature(s):

Address: 235 East 27th Street, New York, NY 10016 **Apartment Number:** 002C
Occupant: Keep one copy for your records

APPENDIX A

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

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

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

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

Select an option from the list below

Tenant has selected the following:

Occupant(s):

Daniel Robert Merker

By: _____

Print occupant's name, address and apartment number:

235 East 27th Street, New York, NY 10016 ~ 002C

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

_____ (Owner signature)

RETURN THIS FORM TO:

Stonehenge Management ~ 1675 Broadway, 21st Fl., New York, NY 10019

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS

OWNER COPY/OCCUPANT COPY

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

Usted esta requerido por ley informarle al dueño si un niño menor de seis años de edad esta viviendo o vivirá con usted en la unidad de vivienda (apartamento) para la cual usted va a firmar un contrato de ocupación. Si tal niño empieza a residir en la unidad, el dueño del edificio esta requerido hacer una inspección visual añualmente de la unidad para determinar la presencia peligrosa de plomo en la pintura. POR ESO ES IMPORTANTE QUE USTED LE DEVEUELVA ESTE AVISO AL DUEÑO O AGENTE AUTORIZADO DEL EDIFICIO PARA PROTEGER LA SALUD DE SU NIÑO. Si usted no informa al dueno, el dueno esta requerido inspeccionar su apartamento para descubrir si un niño menor de seis años de edad esta viviendo en el apartamento.

Si un niño menor de seis años de edad no vive en la unidad ahora, pero viene a vivir en cualquier tiempo durante el año, usted debe de informarle al dueño por escrito inmediatamente a la dirección provenida abajo. Usted tambien debe de informarle al dueño por escrito si un niño menor de seis años de edad vive en la unidad y si usted observa que durante el año la pintura se deteriora o esta por pelarse sobre la superficie de la unidad.

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

MARQUE UNO:

☐

Vive un niño menor de seis años de edad en la unidad.

☐

No vive un niño menor de seis años de edad en la unidad.

_____(Firma del inquilino)

Nombre del inquilino, Dirección, Apartamento:

235 East 27th Street, New York, NY 10016 ~ 002C

(Esto no es aplicable para un renovamiento del contrato de alquiler.) Certificacion de dueño: Yo certifico que he cumplido con la provision de §27-2056.8 del Artículo 14 del codigo y reglas de Vivienda y Mantenimiento (Housing Maintenance Code) relacionado con mis obligaciones sobre las unidades vacante, y yo le he dado al ocupante una copia del pamfleto del Departamento de Salud y Salud Mental de la Ciudad de Nueva York sobre el peligro de plomo en pintura.

_____(Firma del dueño)

DEVUELVA ESTE FORMULARIO A:

Stonehenge Management ~ 1675 Broadway, 21st Fl., New York, NY 10019

INQUILINO: MANTENGA UNA COPIA PARA LOS ARCHIVOS

COPIA DEL DUEÑO/COPIA DEL INQUILINO

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

Lead Warning Statement

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

Lessor’s Disclosure

- (a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
- (i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

- (ii) X Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the lessor (check (i) or (ii) below):
- (i) X Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

Lessee’s Acknowledgment (initial)

- (c) Lessee has received copies of all information listed above.
- _____
- (d) Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Agent’s Acknowledgment (initial)

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

Certification of Accuracy

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

Lessor:	Lessee:
235 East 27th Property LLC	
Stonehenge Management LLC, as agent	Daniel Robert Merker
By: _____	By: _____

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

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

Fix Lead Paint Hazards:

What Landlords Must Do and Every Tenant Should Know

Lead Can Cause Learning Problems

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

Preventing Lead Poisoning: What the Law Requires

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

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

What Are Lead Paint Hazards?

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

Things Landlords Must Do

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



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

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

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



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

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

After repair work is finished, landlords must:

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

Things Tenants Must Do

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

Tenants should also:

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

Call 311 to



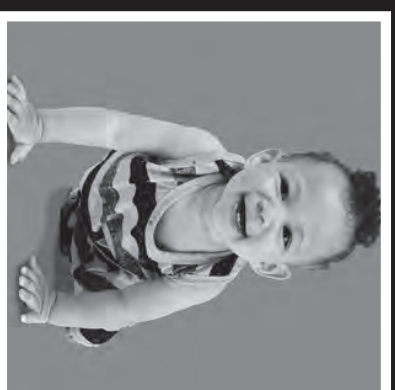
- **Report unsafe work practices.**
- **Learn more about how to prevent lead poisoning.**
- **Find out where to get your child tested for lead poisoning, and for diagnosis and treatment information.**
- **Order more copies of this brochure or other materials on lead poisoning prevention.**

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

IMPORTANT!

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

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



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

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

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

Read this entire brochure to learn:

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

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

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

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

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



Consumer Product Safety Commission (CPSC)

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

CPSC

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

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

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

HUD

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

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

EPA-747-K-12-001
January 2020

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

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

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TTOPE
Lenexa, KS 66219
(800) 223-0425

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

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

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 10 (Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

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

Lead Gets into the Body in Many Ways

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

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

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

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



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

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

For More Information

The National Lead Information Center

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

EPAs Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

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

State and Local Health and Environmental Agencies

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

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

Other Sources of Lead, continued

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

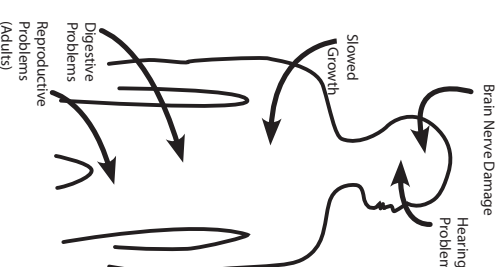
Health Effects of Lead

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

In children, exposure to lead can cause:

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

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



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

In adults, exposure to lead can cause:

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

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

Check Your Family for Lead

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

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

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

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

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

Other Sources of Lead

Lead in Drinking Water

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

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

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

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

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

Important Steps You Can Take to Reduce Lead in Drinking Water

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

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

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

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

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

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

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

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



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

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

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

Where Lead-Based Paint Is Found

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

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

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

Lead can be found:

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

Learn more about where lead is found at epa.gov/lead.

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

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

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

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

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

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

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

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

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

Reducing Lead Hazards, continued

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

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Reducing Lead Hazards

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

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.



- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.

- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

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

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

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

Checking Your Home for Lead

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

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:

- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:

- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- Get lab tests of paint, dust, and soil samples

- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

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



Checking Your Home for Lead, continued

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

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

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

What You Can Do Now to Protect Your Family

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

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

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

NEW YORK CITY APARTMENT BUILDING EMERGENCY PREPAREDNESS GUIDE

PART I – BUILDING INFORMATION SECTION

BUILDING ADDRESS: 235 East 27th Street, New York, NY 10016

BUILDING OWNER/REPRESENTATIVE:

Name: Stonehenge Management LLC
Address: 1675 Broadway
21st Floor
Telephone: New York, NY 10019

BUILDING INFORMATION:

Year of Construction: 1920

Type of Construction: ☒ Combustible ☐ Non-Combustible

Number of Floors: 5 Above ground 0 Below ground

Sprinkler System: ☐ Yes ☒ No

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

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

Fire Alarm: ☐ Yes ☐ Yes, Transmits Alarm to Fire Dept/Fire Alarm Co ☒ No

Location of Manual Pull Stations: _____

Emergency Voice Communication System: ☐ Yes ☒ No

Public Address System: ☐ Yes ☒ No

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

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

Type of Egress	Identification	Location	Leads to
STAIRWELLS		HALLWAY	STREET ACCESS, SIDE YARD
ROOF		ROOF	ROOF
FIRE ESCAPE		SOUTH	STREET ACCESS
FIRE ESCAPE		NORTH	BACKYARD ACCESS

Other Information: _____



DATE PREPARED: Feb 6, 2025

NEW YORK CITY
APARTMENT BUILDING
EMERGENCY PREPAREDNESS GUIDE

For Apartment Building Residents and Staff

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

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

If you receive this guide from the building owner or manager, it will include a Building Information Sheet prepared by the building owner describing the construction of your building, building fire protection systems and exits, 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.
2. Sign up for free emergency alerts or to download the Notify NYC application for mobile applications.
3. Visit NYC.gov/notifynyc, call 311 (for Video Relay Service: 212-639-9675; for TTY: 212-504-4115), or follow @NotifyNYC on Twitter
4. During an emergency, follow instructions from on-scene emergency responders or, if the emergency is not at your building, monitor NotifyNYC, local radio, television and internet news services for the latest information, including information about emergency shelter.

B. **Sheltering in Place**

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 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115).

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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**

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**

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



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- ✓ 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**

- Home Safety Devices
- Safe Home Heating
- Fire Prevention Tips
- Extinguishing 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.



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- 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 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115) 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. Fire Prevention Tips

1. Discarded, accidentally left lit and carelessly handled 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 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.

D. **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**

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.

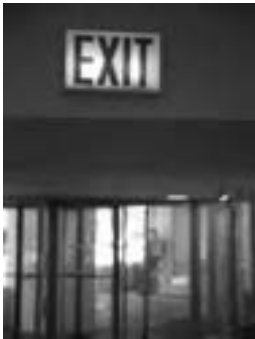
5. **Public Address Systems.** Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually the building lobby. Public address systems are different from building intercoms, and usually consist of 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.
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6. **WHAT TO DO IN A FIRE OR NON-FIRE EMERGENCY**

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.

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If the fire is in your apartment:

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

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

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

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

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

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

2. Evacuation Assistance

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

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

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

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

B. MEDICAL EMERGENCIES

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

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

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

- Burns or smoke inhalation
- Bleeding that will not stop
- Breathing problems, such as difficulty breathing or shortness of breath
- Change in mental status, such as unusual behavior, confusion, difficulty in waking
- Chest pain

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- 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 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115).
- 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 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115).

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 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115) or access [nyc.gov/emergencymanagement](https://www.nyc.gov/emergencymanagement) 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. Coastal Storms and Hurricanes

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 and vehicles. Secure outdoor objects, close windows and exterior doors securely, move valuable items to upper floors, and top off your vehicle and 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 indoors.
- 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.

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

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

F. BUILDING EXPLOSIONS/COLLAPSE

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

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

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

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



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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. Improve weapons and throw items. Yell.
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.

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:

<http://www1.nyc.gov/site/hpd/renters/emergency-preparedness.page>

<http://www1.nyc.gov/site/hpd/owners/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: 800-642-2308) and website:

<https://www.coned.com/en/accounts-billing/payment-plans-assistance/special-services>

PSE&G Critical Care Program (Rockaways customers): 800-490-0025 (TTY: 631-755-6660) and website:

<https://www.psegliny.com/page.cfm/CustomerService/Special/CriticalCare>

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.

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NYC Well: For mental health information, a referral, or if you need to talk to someone, call NYC Well, New York City's confidential, 24-hour Mental Health Hotline: 888-NYC-WELL (1-888-692-9355) or website:

<https://nycwell.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:

<http://www1.nyc.gov/site/hpd/renters/important-safety-issues-carbon-monoxide-smoke-detectors.page>

Fire Safety Publications (NYC Fire Department): The Fire Department has posted on its website fire safety information on more than 25 different topics, including smoke and carbon monoxide alarms:

<http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-life-safety.page>

<http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-safety-educational-publications.page>

<http://www.fdnysmart.org/>

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

For general information: <https://www.redcross.org/sound-the-alarm>

For assistance with purchase or installation: <http://www.redcross.org/local/new-york/greater-new-york/home-fire-safety>

Fire Prevention

Fire Safety Publications (NYC Fire Department): The Fire Department has posted on its website fire safety information on more than 25 different topics, including tips on residential fire safety, proper use of fire extinguishers, candle safety, and senior fire safety:

<http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-safety-educational-publications.page>

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

<http://www1.nyc.gov/site/fdny/business/support/fire-code-and-rules-help.page>

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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: <http://www1.nyc.gov/site/fdny/business/support/fire-code-and-rules-help.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: 800-642-2308)
- National Grid 24-hour hotline: 800-465-1212

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/FileDisplay.aspx?ID=36>

Preventing and Getting Rid of Bed Bugs Safely



*A Guide for Property Owners,
Managers and Tenants*



A Healthy Homes Guide



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Using This Guide

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

This guide will help you:

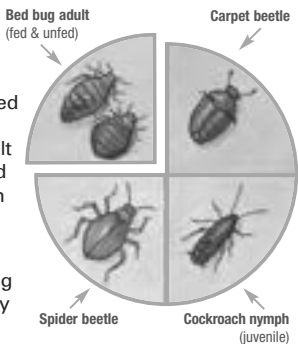
1. Learn more about bed bugs and how they thrive.
2. Prevent bed bugs from infesting your home.
3. Safely rid your home of bed bugs if they do occur.
4. Select and work with a pest control professional.

Recognizing a Bed Bug

From its appearance

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

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



From its markings, droppings and eggs

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

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



From its bite

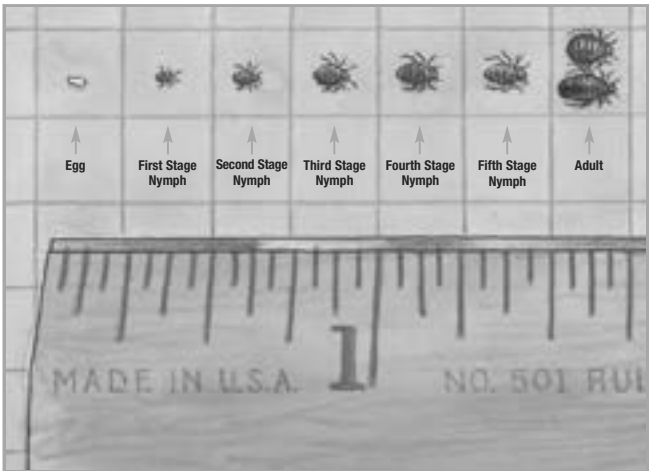
Some people do not react to bed bug bites. But for those who do, bite marks may appear within minutes or days, usually where skin is exposed during sleep. They can be small bumps or large itchy welts. The welts usually go away after a few days. Because the bites may resemble mosquito and other insect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



How Bed Bugs Grow and Reproduce

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

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



The Health Effects of Bed Bugs

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

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

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

Preventing Bed Bugs from Infesting Your Home

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

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



Inspecting for Bed Bugs

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



Check mattresses, box springs, bed frames and bedding

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

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

- Use a flash light to inspect cracks and crevices of furniture, windows and door frames.
- Swipe a putty knife, an old subway or playing card into cracks and crevices to force bed bugs out. A hot blow-dryer on a low setting will also work. If live bugs do come out, crush them with a paper towel and throw them away outside your building.
- Remove drawers from furniture and check the inside, top and bottom, joints and even screw holes.

Getting Rid of Bed Bugs

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

Choosing and working with a pest control company

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

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

To choose a good professional...

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

A good company will...

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



Check walls and wall hangings

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

About the Use of Pesticides

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

Ask the professional to:

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

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

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

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

What Can Be Done to Support the Work of a Professional

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

Tools You Can Use

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

Trap and Kill Bed Bugs

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



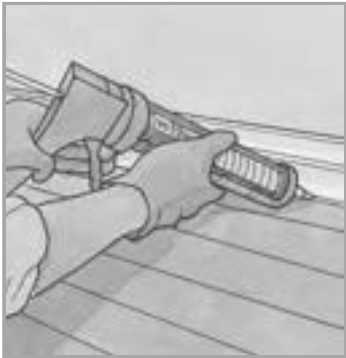
Clean and Disinfect

- Get rid of clutter to reduce places bed bugs can hide. After checking them for bed bugs, consider putting non-essential belongings into storage until the bed bugs are gone from your home. Check all items again before returning.
- Wipe off dead bugs, blood stains, eggs and droppings with hot soapy water.
- Wash all items showing bed bug stains in hot water (140°F) and dry on the highest setting for at least 20 minutes. Other clean items suspected of having bed bugs should be placed in a hot dryer for at least 20 minutes to kill bed bugs. After drying store items in sealed plastic bags until you are sure you have gotten rid of bed bugs.
- Vacuum carpets, floors, bed frames, furniture, cracks and crevices daily, using the brush and crevice tools. Empty the vacuum or seal and dispose of its bag outside of your home after each use.
- Enclose infested mattresses and box springs in a cover that is labeled “allergen rated,” “for dust mites,” or “for bed bugs” for at least a full year. Periodically check for rips or openings and tape these up.



Seal Cracks and Crevices

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



Getting Rid of Infested Items

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



What Landlords and Building Managers Can Do

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



More Information?

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

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

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



Key Messages
about Bed Bugs

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



A Healthy Homes Guide



Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development



Keeping Homes
Healthy & Safe

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 (646) 878-1261 or (917) 836-2307 or by e-mailing snathan@stonehengenyc.com. You will need to inform your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider. A housing provider may request medical information, when necessary to support that there is a covered disability and that the need for the accommodation is disability related.

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

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

Permission to change the interior of your housing unit to make it accessible (however, you are required to pay for these modifications, and in the case of a rental your housing provider may require that you restore the unit to its original condition when you move out);

Changes to your housing provider's rules, policies, practices, or services;

Changes to common areas of the building so you have an equal opportunity to use the building. The New York State Human Rights Law requires housing providers to pay for reasonable modifications to common use areas.

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

If you have a mobility impairment, your housing provider may be required to provide you with a ramp or other reasonable means to permit you to enter and exit the building.

If your healthcare provider provides documentation that having an animal will assist with your disability, you should be permitted to have the animal in your home despite a "no pet" rule.

If you need grab bars in your bathroom, you can request permission to install them at your own expense. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done.

If you have an impairment that requires a parking space close to your unit, you can request your housing provider to provide you with that parking space, or place you at the top of a waiting list if no adjacent spot is available.

If you have a visual impairment and require printed notices in an alternative format such as large print font, or need notices to be made available to you electronically, you can request that accommodation from your landlord.

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.

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:	<u>235 East 27th Street</u>
UNIT OR APARTMENT NUMBER:	<u>002C</u>
CITY/TOWN/VILLAGE:	<u>New York</u>
STATE:	<u>NY</u>
ZIP CODE	<u>10016</u>

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)**

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

☐ 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);

☐ 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);

☐ 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);

☐ 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);

☐ 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);

☐ 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);

☐ 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);

☐ 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);

☐ 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);

☐ 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);

☐ 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);

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

☐ 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)

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

☐ 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)

☐ 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):

☒ 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):

☐ 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):

☐ 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):

☐ The landlord is not renewing the lease because the tenant has failed to pay rent due and owing, and the rent due or owing, or any part thereof, did not result from a rent increase which is unreasonable. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor

Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph a of subdivision 1 of section 216 of the Real Property Law):

☐ 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):

☐ 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):

☐ 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):

☐ 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):

☐ 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):

☐ 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);

☐ 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):

☐ 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):

☐ 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):