

THE NEW STANDARD PLAIN LANGUAGE LEASE

Adopted By New York Realty Owners Association

This Agreement

Made this 8TH DAY OF MARCH 2022

Between 19 SEAMAN, LLC. 98 CUTTERMILL ROAD, GREAT NECK, NEW YORK 11021

As Landlord

And EUGENIO SANTOS AS SOLE TENANT(S),

IT IS AGREED AS FOLLOWS:

1. The landlord has leased to the tenant apartment no 4H consisting of ALL ROOMS on the 4TH floor in the building located 17 SEAMAN AVENUE, NEW YORK, NY 10034 the State of New York, for a TERM of ONE YEAR (s) beginning MARCH 1, 2022 and ending FEBRUARY 28, 2023 at the Annual Rate of TWENTY FOUR THOUSAND SEVEN HUNDRED FIFTY TWO DOLLARS AND EIGHTY EIGHT CENTS payable in monthly installments of \$2,062.74 in advance on the FIRST day of each month at the office of the Landlord, without prior notice or demand, without regard to adequacy of security or grace period.

2. RENTED "AS IS": The tenant has inspected the apartment and the building in which it is located and is taking same "as is". No promise or representation has been made by the landlord concerning the condition of the apartment which is not written in this lease.

3. FAILURE TO GIVE POSSESSION: The landlord shall not be liable to the tenant for damages and the lease shall not be impaired if the landlord shall be unable to give possession of the apartment on the date fixed for the commencement of the term.

4. OCCUPANTS AND USE: The apartment may only be used and occupied for dwelling purposes by the named tenant or tenants and immediate family at the time of the signing of this lease. Tenant will not allow the apartment to be occupied by any roomer or boarder and will not sublet the apartment or any part thereof nor assign this lease, except as permitted by Section 226b of the Real Property Law. The apartment shall not be used as a boarding or lodging house, nor for a school, nor to give lessons in music or singing. Tenant shall not expose any signs in the windows or door of the apartment.

5. FIRE AND CASUALTY: The tenant shall not use the apartment in any manner or for any purpose which will adversely affect the fire insurance or increase the rate. In case of fire, the tenant shall give immediate notice of such occurrence to the landlord who shall cause the premises to be repaired within a reasonable time, subject to any delays due to adjustment of insurance claims, labor troubles or any cause not under landlord's control, and there shall not be any abatement of rent. If, however, the building shall be damaged by fire accident or casualty to such an extent that the landlord shall, in the exercise of discretion, decide to demolish the building or to substantially rebuild it, the landlord may give thirty (30) days' notice in writing to the tenant that the landlord has decided to cancel this lease. If the fire accident or other casualty shall have been caused by any act of the tenant or failure of the tenant to act, the cost of any required repairs shall be repaid by the tenant to the landlord as additional rent.

6. REPAIRS: The tenant shall make all repairs to the apartment which results from misuse or neglect. The tenant shall repay to the landlord, as additional rent, the cost of repairing any damages to the apartment or building caused by the tenant, any member of the tenant's family, occupant or guest or the cost of the removal of any violation caused to be recorded against the apartment or building by the willful act or neglect of the tenant, any member of tenant's family, occupant or guest. Please be advised that the tenants are entitled to a paint job only after the first 3 years of the lease and every three years after.

7. ACCESS BY THE LANDLORD: The landlord, its agents and employees, mechanics and artisans shall be permitted to enter the apartment at all reasonable hours for the purpose of examining same, making repairs, exhibiting same to prospective tenants, any mortgagee or prospective mortgagee or representative or any other person for a reasonable purpose.

8. FEES AND EXPENSES: If the tenant shall fail to pay the rent or any item of additional rent when due or shall otherwise fail to obey any agreement, promise or perform any duty and the landlord shall be required to spend any money or become obligated to expend any money, including but not limited to attorneys fees in prosecuting any action or proceeding, including a summary proceeding against the tenant or in bringing any action against a person not a party to this lease, or in defending any action or proceeding brought by the tenant or by any person not a party to this lease, such expense shall be deemed additional rent. Landlord may enforce the payment of any item of additional rent by a summary proceeding.

9. SURVIVAL OF CLAIM: That the obligation of tenant to pay rent or additional rent or any other charge shall continue after the entry of a final judgement and the issuance of a warrant of eviction in summary proceedings.

10. SUBORDINATION: Any lease of the land on which the building in which this apartment is contained and any mortgage of land and buildings, or both, which is presently in effect or which may be made after this lease is signed or any extensions, replacements, consolidations, modifications of such leases and mortgages shall have priority and, in accordance with the provisions stated in such instruments, the landlord may terminate this lease, despite the date stated to be the ending date. This provision of the lease shall be operative without any further action and the tenant shall be required to sign any certificate the landlord may tender to the tenant confirming such priority.

11. ABANDONMENT: Any removal by the tenant of the furniture and furnishings in the apartment or a substantial part thereof or any other act by the tenant which might suggest that the tenant has vacated the apartment shall be deemed an abandonment of the apartment by the tenant and in such case the landlord may reenter and retake possession of the apartment without any court proceedings and rerent the apartment without freeing the tenant from tenant's debts and duties assumed in signing the lease.

12. WAIVER OF JURY TRIAL, COUNTERCLAIMS AND RIGHT TO REDEEM: The landlord and tenant waive the right to trial by jury in any action, proceeding or counterclaim by either party against the other, except for personal injury or property damage, involving this lease, the rights of the parties, or tenant's use or occupancy of the apartment. If the landlord shall commence any dispossession proceeding against the tenant, no

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interclaim will be put in by the tenant. The tenant waives the right given by statute to take back the apartment after the tenant shall have been removed from the apartment in accordance with a final judgement. In the event of an eviction, Landlord shall be held harmless from any and all claims including, but not limited to, merchandise, furnishings, money and jewelry, etc.

PHYSICAL CHANGES: Any changes which the landlord or which the owner of any land or buildings next to or near this building may make which will change the appearance of the land or buildings shall not be cause for complaint by the tenant or give rise to any claim by the tenant against landlord.

TAKING FOR PUBLIC USE: If the title to the building or the apartment or any part shall be taken by any government or any governmental agency having the right to do so, the term of this lease shall end and the tenant shall have no claim for the value of the unexpired term of this lease.

NO MAJOR ELECTRICAL APPLIANCE OR WATER FILLED FURNITURE OR ANIMALS: Unless otherwise stated in this lease, the tenant shall not place in the apartment or use in the apartment a laundry machine, dishwashing machine, air-conditioning or ventilating equipment or other major mechanical or electrical equipment. The tenant shall not use any electrical appliance or equipment in the apartment which will overburden the electrical input. The tenant shall not place or use any water filled furniture in the apartment. The tenant shall not place or use a radio or television antenna outside the window line or walls of the apartment. The tenant shall not harbor any dog, cat, bird, or animals in the apartment. The violation by the tenant of any prohibition or restriction of this paragraph shall be regarded as a substantial and material violation and shall give cause to the landlord to end this lease.

DECORATIONS: The tenant shall not apply wallpaper to the walls, ceilings and cabinets in the apartment and shall not apply any paints to any part of the apartment which shall deviate from the standard colors furnished by the landlord.

SECURITY: The tenant has deposited with the landlord the sum of **\$1,850.25** security to assure that he will obey and perform All of the terms and conditions of this lease. The landlord may treat said security in accordance with the requirements of law. If the tenant shall fail to obey or perform any term or condition of this lease the landlord may use said security to the extent necessary for the payment of any rent or additional rent due and unpaid or to repay to the landlord any damage caused by the tenant's failure to comply with the terms and conditions of the lease. At the end of the term and after the tenant has moved from the apartment the balance, after the allowable deductions shall be refunded to the tenant. The security shall be deposited in.

REMEDIES OF LANDLORD: In the event that the tenant shall be dispossessed by a summary proceeding or the apartment shall become vacant during the term, the landlord or its agents may reenter the apartment, by force or otherwise, without being subject to prosecution or penalty and may at this option, as the agent for the tenant but in the name of the landlord, reenter the apartment and apply the rent received from the new tenant to all of the expenses in reentering and re-letting the apartment, including the cost of repairing, repainting and redecorating the apartment and then to the payment of rent owed, and then pay the remainder to the tenant. If the money so collected will not be adequate the tenant will continue to be in debt for the balance owed. In reentering the apartment the landlord may give free rent or grant any other concession the new tenant and may rent the apartment for the balance of the tenant's term or any part or for a term extending beyond such term, all at the cost and risk of the tenant. Delivery or acceptance of the keys, acceptance of rent from the new tenant or any other act except by a release in writing signed by the landlord shall not be deemed to create a release of the tenant or a surrender of this lease.

EARLY TERMINATION: If the tenant or any occupant of the apartment shall violate (disobey or fail to perform) any of the terms and conditions of this lease or disobey the rules and regulations which the landlord has set up, or if the landlord shall deem the tenant undesirable because of conduct or actions by the tenant or any occupant of the apartment or tenant's guest or visitors which will annoy or disturb or interfere with the comfort or safety of the tenants or occupants of other apartments in the building or other buildings in the neighborhood the landlord may end the term of this lease by giving to the tenant personally or by sending to the tenant at the address of this building, not less than five (5) days' notice in writing of intention to terminate this lease and the term of this lease shall expire upon the date fixed in the notice, even though rent may have been paid in advance for a period extending beyond said date.

NO ORAL AGREEMENT: All understandings and agreements had between the landlord and the tenant before the signing of the lease have been written in this lease. Any agreement which shall be made after the signing of this lease shall not be effective unless in writing and signed by the landlord and the tenant.

ACTIONS OF OTHER TENANTS: The landlord shall not be required to take any action against other tenants of the building who commit nuisance or are otherwise objectionable.

NO WAIVER BY LANDLORD OF LEASE TERMS: The failure of the landlord on anyone or more occasions to take action against a tenant for violation of any of the terms and conditions of this lease or Rules and Regulations or to insist upon strict performance shall not be deemed a waiver of the right of the landlord to enforce and take action against the tenant in the event of a subsequent violation. The receipt of rent, after knowledge by the landlord, shall not be deemed a waiver, which can only be by writing signed by the landlord.

FAILURE TO PAY FULL RENT: The receipt by the landlord of an amount which is less than the amount of rent or additional rent owed by the tenant shall not be deemed a waiver of the right to collect the balance. Any payment of rent or additional rent which is less than the full amount owed shall be deemed to be on account of and shall be applied to the earliest item.

RENT STABILIZATION REGULATIONS: This paragraph and its subdivisions shall apply only in the event that the within housing accommodations are subject to rent stabilization:

(a) That where landlord has proper cause and ground to apply to the Division of Housing and Community Renewal for relief, and where, upon due application, landlord is found to be entitled to an increase in rent over and above the amount set forth in this lease, the parties agree:

(1) To be bound by the determination of the Division of Housing and Community Renewal.

(2) That where the Division of Housing and Community Renewal has granted an increase in rent, the tenant agrees to pay such increase in the manner set forth by the Division of Housing and Community Renewal.

(3) Anything contained in paragraph 24, a (1) and (2) to the contrary notwithstanding, it is distinctly understood and agreed that in the event that an order is issued increasing the stabilization rent because of owner hardship, the tenant may, within thirty (30) days of his receipt of a copy of the order by the Division of Housing and Community Renewal, cancel his lease on sixty (60) days written notice to the owner. During said period, the canceling tenant may continue in occupancy at no increase in rent.

(b) In all other respects, this lease and any and all rider thereto shall continue in full force and effect, and except as modified hereinabove, shall in no way be effected hereby.

SUCCESSORS: This agreement shall be binding upon the landlord and its successors and assigns and the tenant, his executors, administrators and successors and assigns but as to such assigns only to the extent permissible.

RENT REGULATIONS: This Section applies if the Apartment is Subject to the New York Rent Stabilization Law.

(1) Landlord may have proper cause to apply to the Division of Housing and Community Renewal (DHCR) for assistance. If Landlord does apply and is found to be entitled to an increase in rent or other aid, the Landlord and Tenant agree:

(a) To be bound by the determination of the DHCR

(b) Tenant will pay any rent increase in the manner set by the DHCR

(c) Despite anything contained in Subdivisions a and b, it is agreed in the event that an order is issued increasing the stabilization rent because of Landlord hardship, the Tenant may, within 30 days of receipt of a copy of the DHCR order, cancel this Lease on 60 days written notice to the Landlord. During the period prior to vacating, the canceling Tenant may continue in occupancy at no increase in rent.

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(2) The rent provided for in this Lease may be increased or decreased retroactively to the commencement of the Lease to conform to the lawful Rent Guidelines or any changes in the Guidelines which apply to this Lease as issued by the New York City Rent Guidelines Board. A vacancy lease clause that satisfactorily notices an incoming tenant of a pending MCI application is one which provided as follows: "Application for a major capital improvement rent increases has been filed with DHCR based upon the following work: _____ Docket # _____. Should DHCR issue an order granting the rent increase, the rent quoted in this lease will be increased."

(3) This Lease and all riders shall continue in full force and effect, and except, and except as modified above, shall in no way be affected by this Paragraph.

27. Guarantor Rider: Notwithstanding the tenant that this guarantor is an out right guarantee without set and counterclaims and the landlord may look directly to the guarantor in the event of any deficiency and there should be no issue whether or not this rent was paid.

RIDERS ATTACHED TO AND FORMING PART OF THE LEASE,

IN WITNESS WHEREOF, Landlord and Tenant have respectively signed and sealed the lease as of the day and year first above written.

19 SEAMAN, LLC.

Landlord

By _____
Agent

Tenant

Tenant

Witness to Landlord's Signature

Witness to Tenant's Signature

Tenant

APARTMENT LEASE:	
19 SEAMAN, LLC.	
LANDLORD	
TO	
EUGENIO SANTOS	
As Tenant	

Lease of Apartment	
Building <u>17 SEAMAN AVENUE</u>	
Apartment: <u>4H</u>	
Term: <u>One Year (1)</u>	
Expires <u>FEBRUARY 28, 2023</u>	
Rent <u>\$ 24,752.88 ANNUUM, \$2,062.74 MONTH</u>	
	