

April 28, 2022

Dear Anna Zaifman:

We would like to thank you for your interest in leasing an apartment at **412 Evergreen**. At this time, your lease application has been processed. Please review the following lease terms:

Apartment: **412 Evergreen Avenue #4A, Brooklyn, NY 11221**
Rent: **\$3,900.00**
Term: **1 year**
Lease Dates: **June 1, 2022 to May 31, 2023**
Source: **Street Easy**

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

- | | |
|---|---|
| 1) Click - MONTHLY BILLING and PAYMENTS - Dalan | 2) Fire Safety Plan |
| 3) Indoor Allergen Hazard Notice | 4) Late and NSF Fee Rider |
| 5) Lock Out Policy | 6) Notice of Suspected Gas Leak |
| 7) Occupancy Rider | 8) Smoking Policy |
| 9) Sprinkler Disclosure Lease Rider | 10) Stove Knob Covers |
| 11) Tenant Contact Worksheet | 12) Welcome Letter |
| 13) Standard Form of Apartment Lease | 14) Window Guards - NY |
| 15) Amenity Rider | 16) Concession Rider |
| 17) Indoor Allergen Tenant Pamphlet | 18) Lease Addendum 2 |
| 19) No Smoking Rider | 20) Pet Rider |
| 21) Recycling Notice NYC | 22) Resident Welcome Sheet (Hello Alfred) |
| 23) Standard Form of Apartment Lease | 24) Temporary Amenity Concession Rider |
| 25) Transient Occupancy Rider | 26) W-8 / W-9 |
| 27) Bedbug Infestation History Disclosure | 28) Bedbug Pamphlet |
- 29) Payment in the form of certified check, bank check or money order for the following: **\$3,900.00** representing the first month's rent payable to **KRE Bklyner 412 Evergreen LLC** and **\$3,900.00** representing the security deposit payable to **KRE Bklyner 412 Evergreen LLC**, **\$0.00** representing the pet security deposit payable to **KRE Bklyner 412 Evergreen LLC**, **\$0.00** representing the pet fee

Sincerely,

James Glassman

STANDARD FORM OF APARTMENT LEASE
(FOR APARTMENTS NOT SUBJECT TO THE RENT STABILIZATION LAW)
THE REAL ESTATE BOARD OF NEW YORK, INC.
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PREAMBLE: This lease contains the agreements between You and Owner concerning Your rights and obligations and the rights and obligations of Owner. You and Owner have other rights and obligations which are set forth in government laws and regulations.

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

THIS LEASE is made on **April 28, 2022**
between Owner, **KRE Bklyner 412 Evergreen LLC**
whose address is **134 West 25th Street-5th Floor, New York, NY 10001**
and You, the Tenant, **Anna Zaifman**
whose address is **188 Handsart Boulevard, Winnipeg , MB R3P 0C5 .**

- 1. APARTMENT AND USE** Owner agrees to lease to You Apartment **4A** in the Building at **412 Evergreen Avenue, Brooklyn, NY 11221**, Borough of Brooklyn, City and State of New York.

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

- 2. LENGTH OF LEASE** The term (that means the length) of this Lease is **1 year**, beginning on **June 1, 2022** and ending on **May 31, 2023**. If You do not do everything You agree to do in this Lease, Owner may have the right to end it before the above date. If Owner does not do everything that Owner agrees to do in this Lease, You may have the right to end the Lease before the ending date.

- 3. RENT** Your monthly rent during the term of this Lease for the Apartment is **\$3,900.00**. You must pay Owner the rent, in advance, on the first day of each month, either at **134 West 25th Street - 5th Floor and New York, NY 10001** or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Lease if the lease begins on the first day of the month. If the lease begins after the first day of the month, You must pay when you sign this lease (1) the part of the rent from the beginning date of this Lease until the last day of the month and (2) the full rent for the next full calendar month. If this Lease is a Renewal Lease, the rent for the first month of this Lease need not be paid until the first day of the month when the renewal term begins.

- 4. SECURITY DEPOSIT** You are required to give Owner the sum of **\$3,900.00** when You sign this Lease as a security deposit, which is called in law a trust.

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

If Owner sells or leases the building, Owner will turn over Your security, with interest, either to You or to the person buying or leasing (lessee) the building within 5 days after the sale or lease. Owner will then notify You, by registered or certified mail, of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to You for the security deposit. The new owner or lessee will become responsible to You for the security deposit.

- 5. IF YOU ARE UNABLE TO MOVE IN** A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Lease. If this happens for reasons beyond Owner's reasonable control, Owner will not be responsible for Your damages or expenses, and this Lease will remain in effect. However, in such case, this Lease will start on the date when You can move in, and the ending date in Article 2 will be changed to a date reflecting the full term of years set forth in Article 2. You will not have to pay rent until the move-in date Owner gives You by written

notice or the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Lease as stated in Article 2, You may tell Owner in writing, that Owner has 15 additional days to let You move in, or else the Lease will end. If Owner does not allow You to move in within those additional 15 days, then the Lease is ended. Any money paid by You on account of this Lease will then be refunded promptly by Owner.

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

7. WARRANTY OF HABITABILITY

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

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

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

A. You will take good care of the apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. You will move out on or before the ending date of this lease and leave the Apartment in good order and in the same condition as it was when You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty.

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

C. You must notify Owner or the Managing Agent in writing at least sixty (60) days prior to the expiration of your Lease if you plan not to renew. Failure to notify Owner or the Managing Agent in writing at least sixty (60) days prior to your expiration can result in forfeiture of your security deposit.

9. CHANGES AND ALTERATIONS TO APARTMENT You cannot build in, add to, change or alter, the Apartment in any way, including wallpapering, painting, repainting, or other decorating, without getting Owner's written consent before You do anything. Without Owner's prior written consent, You cannot install or use in the Apartment other than that which has been provided at lease signing or any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's reasonable opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, You cannot place in the Apartment water-filled furniture.

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

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

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

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

D. Renter's Insurance. You shall secure "renters" insurance to protect yourself against such loss or damage with minimum limits of \$1,000,000.00 per occurrence for bodily or personal injury and \$250,000.00 per occurrence with respect to property damage and shall name the Owner as an "additional insured" on such policy. Proof of insurance

("Certificate of Insurance") shall be supplied to the Owner prior to the Lease's commencement date and shall be effective from the commencement date of the Lease throughout the term. Failure to supply such proof of insurance ("Certificate of Insurance") prior to the commencement of the term, constitutes a default of this Lease. Owner's failure to demand a copy of the Certificate of Insurance shall not be deemed Owner's waiver of this provision. You further agree that in the event You suffer any damage or loss to your property or for bodily or personal injury, You shall first file a claim and look to your insurance policy before making any claim against the Owner and You shall notify Owner of such damage, loss or injury.

11. OBJECTIONABLE CONDUCT As a tenant in the Building, You will not engage in objectionable conduct. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their Apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other tenants in the Building or interferes with Owner's ability to manage the Building. Objectionable conduct by You gives Owner the right to end this Lease.

12. SERVICES AND FACILITIES

- A. Required Services.** Owner will provide cold water and hot water and heat as required by law, repairs to the Apartment, as required by law, elevator service if the Building has elevator equipment, and the utilities, if any, included in the rent, as set forth in sub-paragraph B. You are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.
- B.** The following utilities are included in the rent: See Utilities Rider
- C. Electricity and Other Utilities.** If Owner provides electricity or gas and the charge is included in the rent on Page 1, or if You buy electricity or gas from Owner for a separate (submetered) charge, Your obligations are described in the Rider attached to this Lease. If electricity or gas is not included in the rent or is not charged separately by Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service if it is not included in the rent.
- D. Appliances.** Appliances supplied by Owner in the Apartment are for Your use. They will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of Your gross negligence or misuse, You will pay Owner for the cost of such repair or replacement as additional rent.
- E. Elevator Service.** If the elevator is the kind that requires an employee of Owner to operate it, Owner may end this service without reducing the rent if: (1) Owner gives You 10 days notice that this service will end; and (2) within a reasonable time after the end of this 10-day notice, Owner begins to substitute an automatic control type of elevator and proceeds diligently with its installation.
- F. Storeroom Use.** If Owner permits You to use any storeroom, laundry or any other facility located in the building but outside of the Apartment, the use of this storeroom or facility will be furnished to You for such fee as Owner determines in its sole discretion and at Your own risk, except for loss suffered by You due to Owner's negligence. You will operate at Your expense any coin operated appliances located in such storerooms or laundries.

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

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

- A.** To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment and to make any necessary repairs or changes or improvements Owner decides are necessary. Your rent will not be reduced because of any of this work, unless required by Law;
- B.** To show the Apartment to persons who may wish to become owners or lessees of the entire Building or may be interested in lending money to Owner;
- C.** For four months before the end of the Lease, to show the Apartment to persons who wish to rent it;
- D.** If during the last month of the Lease You have moved out and removed all or almost all of Your property from the Apartment, Owner may enter to make changes, repairs, or redecorations. Your rent will not be reduced for that month and this Lease will not be ended by Owner's entry;
- E.** If at any time You are not personally present to permit Owner or Owner's representative to enter the Apartment and entry is necessary or allowed by law or under this lease, Owner or Owner's representatives may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, Owner or Owner's representative is negligent or misuses Your property.

15. ASSIGNING; SUBLETTING; ABANDONMENT

- A. Assigning and Subletting.** You cannot assign this Lease or sublet the Apartment without Owner's advance written consent in each instance to a request made by You in the manner required by Real Property Law Section 226-b.

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

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

16. DEFAULT

1. You default under the Lease if You act in any of the following ways:
 - a. You fail to carry out any agreement or provision of this Lease;
 - b. You or another occupant **or invitee** of the Apartment behaves in an objectionable manner;
 - c. You do not take possession or move into Apartment fifteen (15) days after beginning of this Lease;
 - d. You and other legal occupants of the Apartment move out permanently before this Lease ends;

If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within ten (10) days. You must then either stop or correct the default within 10 days, or, if **the default is such that it cannot be reasonably cured in** 10 days, You must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible.
2. If you do not stop or begin to correct a default within 10 days, Owner may **terminate the Lease**, this Lease will end, and You then must move out of the Apartment. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of this Lease, the value of Your occupancy, if any, after the Lease ends, and damages caused to Owner after that time as stated in Article 17.
3. If You do not pay Your rent when this Lease requires after a personal demand for rent has been made, or within three (3) days after a statutory written demand for rent has been made, or if the Lease ends, Owner may do the following: (a) enter the Apartment and retake possession of it if You have moved out; or (b) go to court and ask that You and all other occupants in the Apartment be compelled to move out.

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

17. REMEDIES OF OWNER AND YOUR LIABILITY

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

- A. You must pay Your rent until this Lease has ended. Thereafter, You must pay **the greater of** an equal amount **to the rent or the fair market value** for what the law calls "use and occupancy" until You actually move out.
- B. Once You are out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new tenant at a lesser rent or may charge a higher rent than the rent in this Lease.
- C. Whether the Apartment is re-rented or not, You must pay to Owner as damages:
 1. The difference between the rent in this Lease and the amount, if any, of the rents collected in any later lease or leases of the Apartment for what would have been the remaining period of this Lease; and
 2. Owner's expenses for advertisements, broker's fees and the cost of putting the Apartment in good condition for re-rental; and
 3. Owner's expenses for attorney's fees.
- D. You shall pay all damages due in monthly installments on the rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change Your liability for damages, unless the failure is due to Owner's deliberate inaction.

18. ADDITIONAL OWNER REMEDIES

If You do not do everything You have agreed to do, or if You do anything which

shows that You intend not to do what You have agreed to do, Owner has the right to ask a Court to make You carry out Your agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 16 and 17 of this Lease.

19. FEES AND EXPENSES

A. Owner's Right. You must reimburse Owner for any of the following fees and expenses incurred by Owner:

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

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

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

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

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

21. FIRE OR CASUALTY

- A.** If the apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under C below or by You under D below. But the rent will be reduced immediately. This reduction will be based upon the part of the Apartment which is unusable.
- B.** Owner will repair and restore the Apartment, unless Owner decides to take actions described in paragraph C below.
- C.** After a fire, accident or other casualty in the Building, Owner may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Lease. Owner may do this even if the Apartment has not been damaged, by giving You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is usable when Owner gives You such notice, this Lease will end 60 days from the last day of the calendar month in which You were given the notice.
- D.** If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, You may give Owner written notice that You end the Lease. If You give that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will refund Your security deposit and the pro-rate portion of rents paid for the month in which the casualty happened.
- E.** Unless prohibited by the applicable insurance policies, to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

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

portion of this Lease.

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

You also agree to sign (if accurate) a written acknowledgment to any third party designated by Owner that this Lease is in effect, that Owner is performing Owner's obligations under this Lease and that you have no present claim against Owner.

- 24. TENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT** If You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Lease, Your tenancy cannot be cut off before the ending date, except as provided for in Articles 21, 22, and 23.

25. BILLS AND NOTICE

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

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

26. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

A. Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Lease, the relationship of You and Owner as Tenant and Landlord or Your use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims for personal injury or property damage.

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

27. NO WAIVER OF LEASE PROVISIONS

A. Even if Owner accepts Your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Lease, the failure of Owner to take action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if You again do not do what You have agreed to do.

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

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

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

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

29. DEFINITIONS

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

B. You: The term "You" means the person or persons signing this Lease as Tenant and the successors and assigns

of the signer. This Lease has established a tenant-landlord relationship between You and Owner.

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

OWNER'S RULES - a part of this lease - see attached page

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

KRE Bklyner 412 Evergreen LLC



Signed by Anna Zaifman

Thu Apr 28 2022 05:05:41 PM EDT

Key: 2B8FE29C; IP Address: 24.77.140.82

Anna Zaifman (Tenant)

Date

James Glassman (Landlord)

Date

GUARANTY

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

Dated _____, New York City

(Guarantor)

Date

(Address)

Initials:



Apartment: **4A**
 Tenant: **Anna Zaifman**
 Premises: **412 Evergreen Avenue, Brooklyn, NY 11221**
 Expires: **May 31, 2023**



STANDARD FORM OF APARTMENT LEASE

The Real Estate Board of New York, Inc.



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

1. Public Access Ways

- a. Tenants shall not block or leave anything in or on fire escapes, the sidewalks, entrances, driveways, elevators, stairways, or halls. Public access ways shall be used only for entering and leaving the Apartment and the Building. Only those elevators and passageways designated by Owner can be used for deliveries.
- b. Baby carriages, bicycles or other property of Tenants shall not be allowed to stand in the halls, passageways, public areas or courts of the Building.

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 or off any terrace or balcony 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, terrace or balcony 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 Owner.

4. Elevator

All non-automatic passenger and service elevators shall be operated only by employees of Owner and must not in any event be interfered with by Tenants. The service elevators, if any, shall be used by servants, messengers and trades people for entering and leaving, and the passenger elevators, if any, shall 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 Owner may direct. Tenants shall not dry or air clothes on the roof, out of windows or off or on terraces or balconies.

6. Keys and Locks

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

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 Owner. Also, awnings or other projections shall not be attached to the outside walls of the Building or to any balcony or terrace.

9. No Pets

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

BY TENANT UNDER THIS LEASE. OWNER MAY ELECT TO END THIS LEASE BASED UPON THIS VIOLATION.

- 10. Moving** Tenants can use the elevator to move furniture and possessions only on designated days and hours. Owner shall not be liable for any costs, expenses or damages incurred by Tenants in moving because of delays caused by the unavailability of the elevator.
- 11. Floors** Apartment floors shall be covered with rugs or carpeting to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms and hallways. The tacking strip for wall-to-wall carpeting will be glued, not nailed to the floor.
- 12. Window Guards** IT IS A VIOLATION OF LAW TO REFUSE OR INTERFERE WITH INSTALLATION, OR REMOVE WINDOW GUARDS WHERE REQUIRED. (SEE ATTACHED WINDOW GUARD RIDER.)

NEW RESIDENT NOTICE MONTHLY BILLING & PAYMENTS

Dear Resident,

On behalf of the entire staff, it is with a great deal of pleasure that we welcome you. As a new resident, we ask that you please review the following information as this pertains to your monthly payments.

GETTING STARTED

We are excited to provide a fast and convenient way for you to make your monthly payments online through our provider, **ClickPay**. As the **preferred way** of accepting payments, we invite you to create your online account and make your monthly payments online.

Payments can be made online by e-check (ACH) from a bank account for **FREE** and by major credit or debit card for a fee. To get started, visit the web address below and follow the instructions listed:

www.ClickPay/Dalan

1. **Login** to your account, select **Make a Payment**, and click **Register** to create your profile with **ClickPay**
2. **Link Your Unit** using the account number found on your monthly statement
3. Add your preferred **Payment Option** (e-check for **FREE** and credit/debit card for a fee)
4. Set up **Automatic Payments** or click **Pay Now** to make one-time monthly payments



For help with your account or setting up payments online, please contact **Click Pay** online at **www.ClickPay.com/Help** or call **1.800.533.7901 (option 1)**.

MAILING ADDRESS FOR PAYMENTS

If you choose to submit your payments by paper check, money order or through your bank's Online Bill Pay feature, please mail your payments to the address listed below:

Please make all checks payable to the entity listed on your monthly statement, include the remittance slip with your payments, and write the account number found on your monthly statement in the notes section of your check.

Thank you for your attention to this matter.



FIRE SAFETY PLAN

I/We, **Anna Zaifman**, of Apartment **4A** located in the building known as **412 Evergreen Avenue, Brooklyn, NY 11221** have received a copy of the building's current Fire Safety Plan.

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

CHECK ONE:

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

A. The last date on which the Sprinkler System was maintained and inspected was on **NOT AVAILABLE ***

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

Distributed by **KRE Bklyner 412 Evergreen LLC** Date: **April 28, 2022**

Received by:



Signed by Anna Zaifman

Thu Apr 28 2022 05:08:03 PM EDT

Key: 2B8FE29C; IP Address: 24.77.140.82

Anna Zaifman (Received)

Date

*

Copy of this form **MUST** be available for FDNY inspection.
Original **MUST** be returned to **KRE Bklyner 412 Evergreen LLC**

Initials:



FIRE SAFETY PLAN PART I - BUILDING INFORMATION SECTION

BUILDING: **412 Evergreen**

ADDRESS: **412 Evergreen Avenue, Brooklyn, NY 11221**

BUILDING OWNER/REPRESENTATIVE:

Name: _____

Address: _____

Telephone: _____

BUILDING INFORMATION:

Year of Construction: _____

Type of Construction: ☐ Combustible ☐ Non-Combustible

Number of Floors: _____

Sprinkler System: ☐ Yes ☐ No

Description: _____

Fire Alarm: ☐ Yes ☐ No

Manual Pull Stations: _____

Public Address System: ☐ Yes ☐ No

Location of Speakers: _____

Means of Egress: _____

Other Information: _____

Date Prepared: _____

FIRE SAFETY PLAN

PART II - FIRE EMERGENCY INFORMATION

BUILDING: **412 Evergreen**

ADDRESS: **412 Evergreen Avenue #4A, Brooklyn, NY 11221**

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

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

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

IN THE EVENT OF A FIRE,

CALL 911

OR THE FIRE DEPARTMENT DISPATCHER, AT

Manhattan	(212) 999-2222
Bronx	(718) 999-3333
Brooklyn	(718) 999-4444
Queens	(718) 999-5555
Staten Island	(718) 999-6666

OR TRANSMIT AN ALARM FROM THE NEAREST FIRE ALARM BOX

BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

These are fire safety tips that everybody should follow:

1. Every apartment should be equipped with at least one smoke detector. Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward or back an hour, and whenever a smoke detector chirps to signal that its battery is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.
2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
4. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffeepot or teapot is unplugged.
5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
6. Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window

gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's opening device so it operates smoothly. Familiarize yourself and the members of your household with the operation of the window gate.

8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.
9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

BUILDING INFORMATION

Building Construction

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

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

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

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

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

Means of Egress

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

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

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

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

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

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

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

Fire Sprinkler Systems

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

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

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

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

Interior Fire Alarm Systems

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

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

Public Address Systems

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

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

EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

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

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

General Emergency Fire Safety Instructions

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

Evacuation Instructions If The Fire Is In Your Apartment(All Types of Building Construction)

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

Evacuation Instructions if The Fire Is Not In Your Apartment

"NON-COMBUSTIBLE" OR "FIREPROOF" BUILDINGS:

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

"COMBUSTIBLE" OR "NON-FIREPROOF" BUILDINGS:

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

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, **KRE Bklyner 412 Evergreen 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.

KRE Bklyner 412 Evergreen LLC

James Glassman (Landlord)

Date

LATE & NSF FEE RIDER

1. LATE FEE

If You fail to make a payment of any rent, additional rent or fees within **five (5)** days after its due date, You shall pay to Owner, as additional rent, a late fee, in an amount equal to **fifty dollars (\$50.00)** or **five percent (5%)** of the amount which is overdue, whichever is lower. The fee will be charged on a monthly basis The foregoing late fee is in addition to any other remedy for non-payment of rent, additional rent, or fees available to Owner pursuant to this Lease or applicable law.

2. BOUNCED CHECK CHARGES

In the event any payment to Owner is made by check and the check is not paid by Your bank, there shall be a bounced check charge of **one hundred dollars (\$100.00)** for each check unpaid. Such charge shall be deemed additional rent and shall be due and payable immediately. Furthermore, this fee will be in addition to the late charge fee set forth in Paragraph 1.



Signed by Anna Zaifman
Thu Apr 28 2022 05:11:26 PM EDT
Key: 2B8FE29C; IP Address: 24.77.140.82

Anna Zaifman (Resident) _____ Date James Glassman (Owner/Agent) _____ Date

LOCK OUT POLICY

In the event Tenant requests Landlord to unlock an apartment or other door for any reason during both normal business and weekend hours (Monday through Sunday), Tenant agrees to pay \$250.00 for the service call. In the event Tenant requests any locks to be rekeyed, Tenant agrees to pay \$50.00 for the service call. In the event Tenant requests a copy of a key or key fob, Tenant agrees to pay \$50.00 per copy.

Lessor, Agent for owner: The undersigned is authorized to manage the premises on behalf of the owners 412 Evergreen 412 Evergreen Avenue, Brooklyn, NY 11238 (212) 929-0510.

KRE Bklyner 412 Evergreen LLC



Signed by Anna Zaifman
Thu Apr 28 2022 05:11:43 PM EDT
Key: 2B8FE29C; IP Address: 24.77.140.82

Anna Zaifman (Tenant)

Date

James Glassman (Landlord)

Date

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

NOTICE FOR SUSPECTED GAS LEAKS, SMOKE DETECTING DEVICES, AND CARBON MONOXIDE ALARMS

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

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

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

Provider **Con Edison**

Number **(800) 752-6633**

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

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



Signed by Anna Zaifman

Thu Apr 28 2022 05:12:24 PM EDT

Key: 2B8FE29C; IP Address: 24.77.140.82

Anna Zaifman (Tenant)

Date

Initials:



RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISION OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

OCCUPANCY RIDER

The only people who may reside in the Apartment are:

1. named Tenants on the lease ("Tenants");
2. any other person who is authorized by all named Tenants to reside in the Apartment is entitled to be so authorized under Section 235-f of the New York Real Property Law ("Occupants"). Occupants shall not have the right to reside in the Apartment if the Tenants die or if the Tenant vacates or abandons the Apartment except as otherwise specifically prescribed by a non-waivable provision of the New York Real Property Law.

Tenant(s) warrant and represent that no one apart from the following individuals occupy the Apartment and have done so from the inception of the lease.

Name of Occupants	Relationship to Tenant
Anna Zaifman (Tenant)	

The inclusion of the above named additional residents in this document shall at no time represent an Owner/Tenant relationship between said resident and Owner. Tenant must notify owner of any change in additional occupancy, which may be allowable under Section 235-f of the New York Real Property Law.

ACKNOWLEDGED, UNDERSTOOD AND AGREED:

KRE Bklyner 412 Evergreen LLC



Signed by Anna Zaifman

Thu Apr 28 2022 05:34:36 PM EDT

Key: 2B8FE29C; IP Address: 24.77.140.82

Anna Zaifman (Tenant)

Date

James Glassman (Landlord)

Date

POLICY ON SMOKING FOR RESIDENTIAL BUILDING

Building/Property Address: **412 Evergreen Avenue, 4A, Brooklyn, NY 11221**

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.

KRE Bklyner 412 Evergreen LLC



Signed by Anna Zaifman
Thu Apr 28 2022 05:15:28 PM EDT
Key: 2B8FE29C; IP Address: 24.77.140.82

Anna Zaifman (Tenant)

Date

James Glassman (Landlord)

Date

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

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

Name of tenant(s): Anna Zaifman
 Lease Premises Address: 412 Evergreen Avenue, Brooklyn, NY 11221
 Apartment Number: 4A (the "Leased Premises")
 Date of Lease: June 1, 2022

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 **NOT AVAILABLE ***

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

Acknowledgment & Signatures:

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



Signed by Anna Zaifman

Thu Apr 28 2022 05:15:42 PM EDT

Key: 2B8FE29C; IP Address: 24.77.140.82

Anna Zaifman (Tenant)

Date

KRE Bklyner 412 Evergreen LLC

James Glassman (Landlord)

Date

*

ANNUAL NOTICE REGARDING INSTALLATION OF STOVE KNOB COVERS

The owner of this building is required, by Administrative Code §27-2046.4(a), to provide stove knob covers for each knob located on the front of each gas-powered stove to tenants in each dwelling unit in which a child under six years of age resides, unless there is no available stove knob cover that is compatible with the knobs on the stove. Tenants may refuse stove knob covers by marking the appropriate box on this form. Tenants may also request stove knob covers even if they do not have a child under age six residing with them, by marking the appropriate box on this form. The owner must make the stove knob covers available within 30 days of this notice. Please also note that an owner is only required to provide replacement stove knob covers twice within any one-year period. You may request or refuse stove knob covers by checking the appropriate box on the form below, and by returning it to the owner at the address provided. If you do not refuse stove knob covers in writing, the owner will attempt to make them available to you.

PLEASE COMPLETE THIS FORM BY CHECKING THE APPROPRIATE BOX, FILLING OUT THE INFORMATION REQUESTED, AND SIGNING.

Please return the form to the owner at the address provided by June 1, 2022:

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



Signed by Anna Zaifman

Thu Apr 28 2022 05:17:11 PM EDT

Key: 2B8FE29C; IP Address: 24.77.140.82

Anna Zaifman (*Tenant*)

Date

Print Name, Address, and Apartment Number:

Anna Zaifman

412 Evergreen Avenue #4A, Brooklyn, NY 11221

Return this form to (Owner address):

134 West 25th Street-5th Floor, New York, NY 10001



RESIDENTIAL CURRENT OCCUPANT INFORMATION

PROPERTY 412 Evergreen	UNIT 412 Evergreen Avenue #4A, Brooklyn, NY 11221
----------------------------------	---

Tenant Information:

TENANT Anna Zaifman	DATE OF BIRTH 4/1/1999	SSN 655-55-****
HOME PHONE	WORK PHONE	CELL PHONE (204) 291-7774
EMAIL ADDRESS mthow@zaifmanlaw.com		
EMERGENCY CONTACT		PHONE
EMPLOYER NAME Self-Employed		PHONE

Lease Information:

Monthly Rent:	\$3,900.00
Security Deposit:	\$3,900.00
Lease Starts:	June 1, 2022
Lease Ends:	May 31, 2023

Vehicle Information:

SPACE	MAKE/MODEL	PLATE STATE/NUMBER
--------------	-------------------	---------------------------

Additional Occupants:

NAME	DATE OF BIRTH	RELATIONSHIP
NAME	DATE OF BIRTH	RELATIONSHIP
NAME	DATE OF BIRTH	RELATIONSHIP
NAME	DATE OF BIRTH	RELATIONSHIP



WINDOW GUARDS REQUIRED

LEASE NOTICE TO TENANT

THE CITY OF NEW YORK
DEPARTMENT OF HEALTH
AND MENTAL HYGIENE

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

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

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

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

CHECK WHICHEVER APPLY:

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

Apartment Address: 412 Evergreen Avenue #4A, Brooklyn, NY 11221



Signed by Anna Zaifman

Thu Apr 28 2022 05:17:02 PM EDT

Key: 2B8FE29C; IP Address: 24.77.140.82

Anna Zaifman (Tenant)

Date

RETURN THIS FORM TO:

KRE Bklyner 412 Evergreen LLC
 134 West 25th Street-5th Floor
 New York, NY 10001

FOR FURTHER INFORMATION CALL:

Window Falls Prevention Program (212) 676-2162

Initials: _____



RIDER TO LEASE

(Amenity Package)

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE MAIN BODY OF THIS LEASE, 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.

KRE Bklyner 412 Evergreen LLC ("OWNER") and **Anna Zaifman ("TENANT")**, for Apartment **#4A** in the premises located at **412 Evergreen Avenue, Brooklyn, NY 11221** (the "Building") agree as follows:

1. The above-referenced Tenant (if more than one tenant name is recited, they are jointly referred to as "Tenant") has requested that effective **June 1, 2022** said Tenant be provided with use of the Amenities ("Amenity Package") at the Building for the term of Tenant's lease for the Apartment.

2. The Amenities that are included in the Amenity Package are the following:
-Laundry Room, -Landscaped roof deck, -Pet Spa, -Courtyard, and -Gym

*** Note: the use of the Amenities and the Amenity Package shall be subject to availability, including but not limited to, private reservation of such space(s) by residents at an hourly rate and/or fee to be determined by Owner.*

3. The annual fee for use of the Amenity Package is **\$600.00, per Tenant that signs up for use of the Amenity Package** payable in equal increments of **\$50.00** on the first day of each month during the term.

Note: As of the execution of this Rider, the spaces for the above described Amenity Package are not completed. It is anticipated that such spaces will be completed on or about _____, which is subject to change due to construction conditions. Accordingly, the monthly incremental payments shall not commence until the first day of the month following the Owner giving notice that said spaces are completed and the Amenity Package is available for use.

4. Tenant may discontinue membership in the Amenity Package at the time that the offer of renewal of the lease for the Apartment is made by Owner.

5. Use of the Amenity Package facilities shall be conditioned upon Tenant remaining as a Tenant at the subject premises, such that Amenity Package use shall not continue beyond the tenancy.

6. Tenant shall indemnify and defend Owner and Owner's officers, directors, shareholders, agents and employees from and against any loss, damage, liability, claim or expense arising out of injury to Tenant resulting from their use of the Amenity Package and the equipment therein and/or arising from any act or neglect of Tenant or any other Amenity Package users. The foregoing indemnities shall include reasonable attorneys' fees. In addition, Tenant shall reimburse Owner for any supplies consumed and any damage to the Amenity Package facilities caused by Tenant.

7. Tenant shall abide by all rules and regulations attached, as well as any additional rules and regulations that Owner may adopt from time to time. Tenant shall ensure compliance with such rules, regulations and directives by all of Tenant's guests. Failure to abide by any rules, regulations and directives may result in ejection from the Amenity areas and/or suspension or termination of this Agreement in the sole and absolute discretion of the Owner.

8. The parties hereto have caused this Rider to be executed as of the day and year recited below as the date signed by Owner.

KRE Bklyner 412 Evergreen LLC



Signed by Anna Zaifman

Thu Apr 28 2022 05:38:00 PM EDT

Key: 2B8FE29C; IP Address: 24.77.140.82

Anna Zaifman (Tenant)

Date

James Glassman (Landlord)

Date

Initials:



RULES AND REGULATIONS

The following rules have been adopted to govern the operation of the Amenities and are in effect until repealed, amended or otherwise modified.

1. Everyone who uses the Amenities must first submit a properly executed rider agreement to the Owner.
2. All authorized users of the Amenities must submit to the method of screening for entry into the facility designated by Owner. No unauthorized person may be granted access to the Facility in lieu of or in addition to such authorized persons.
3. Because of the size of the Amenities and uncertainty of the volume of usage, all authorized users who do not have to use the Facility during the "high volume times" are encouraged to use it at other times.
4. Only registered Tenants may use the Amenities.
5. The Amenities will be open during such hours as deemed appropriate by Owner. Owner reserves the right to temporarily close the facility for cleaning, maintenance and other activities.
6. No radios, tape, CD players, digital media players or audio equipment of any other kind may be used in the Amenities except with headphones.
7. All persons using the Amenities are responsible for returning the equipment and furniture to the proper location and cleaning up after themselves as the Amenities will be unattended. No personal belongings should be left overnight and no equipment or furniture should be removed from the Amenities. Trash must be placed in the container(s) provided. We urge members to keep the Amenities the way you would hope to find it when you arrive.
8. No food or drink (with the exception of water) is permitted anywhere in the Amenities.
9. Pets are not permitted in the Amenities.
10. Smoking is not permitted in the Amenities.
11. Each Tenant must wear proper clothing when using the Amenities.
12. Use of the Amenities is at your own risk.
13. Tenant understands and acknowledges that in the event the Tenant fails to leave the Amenities areas clean, or cause any damage to such areas, the Tenant shall be responsible for the cost of any and all necessary repairs and/or restorations, and for the cost of cleaning the area at the rate of **\$0.00** per hour.

General Information: Please be considerate of other Amenities users. Any comments or suggestions or violations of any Rules & Regulations should be reported immediately to the Owner. Any infraction of the Rules & Regulations may result in revocation of license to use the Amenities.

TEMPORARY RENT CONCESSION RIDER

This Rider is made as of **April 28, 2022** between **KRE Bklyner 412 Evergreen LLC** ("Owner") and **Anna Zaifman** ("Tenant") and modifies and supplements the terms of that certain Lease Agreement for Apartment **4A** at **412 Evergreen Avenue, Brooklyn, NY 11221** between Owner and Tenant and any riders annexed thereto, dated **June 1, 2022** (collectively, the "Lease.")

- 1. Temporary Rent Concession** Provided that Tenant is current in his/her rent. Landlord has agreed to offer a concession of **\$3,900.00** that will be applied. **\$3,900.00** For the period beginning **July 1, 2022** and ending on **July 31, 2022**. Temporary Rent Concession rent is effective as long as tenant is in full compliance with the lease agreement. Monthly rent in an amount equal to the amount recorded in paragraph 3 of the Lease shall be otherwise due. Tenant agrees and understands that this is not a preferential rent and is limited to the specific months recorded herein. Tenant further agrees and understands that if Tenant defaults in the payment of rent to the Owner pursuant to the terms and conditions of the Lease, that the Owner may seek collection of all unpaid rent, including the "free rent" memorialized herein.
- 2. Full Force & Effect** Except as set forth in this Rider, all of the terms and conditions of the Lease Agreement remain unchanged and in full force and effect.
- 3. Counterparts** This Rider may be executed in any number of counterparts with the same effect as if all of the parties hereto had signed the same document. All counterparts shall be construed together and shall constitute one agreement.

KRE Bklyner 412 Evergreen LLC



Signed by Anna Zaifman

Thu Apr 28 2022 05:18:02 PM EDT

Key: 2B8FE29C; IP Address: 24.77.140.82

Anna Zaifman (Tenant)

Date

James Glassman (Landlord)

Date

Initials: _____



Utilities Rider

Landlord pays for hot water.



Signed by Anna Zaifman
Thu Apr 28 2022 05:18:16 PM EDT
Key: 2B8FE29C; IP Address: 24.77.140.82

Anna Zaifman (*Tenant*)

Date

NO SMOKING RIDER

ADDITIONAL CLAUSES attached to and forming a part of that certain lease dated April 28, 2022 between **KRE Bklyner 412 Evergreen LLC** ("Owner"), and **Anna Zaifman** as Tenant(s) ("Tenant"), for Apartment **#4A** ("Apartment") in the premises located at **412 EVERGREEN AVENUE, BROOKLYN, NY 11238** ("Building") (collectively, the "Lease").

WHEREAS, In the event of any inconsistency between the provisions of this Rider and the provisions of the Lease to which this Rider is annexed, the provisions of this Rider shall govern and be binding. The provisions of this Rider shall be construed to be in addition to and not in limitation of the rights of the Owner and the obligations of the Tenant.

1. Due to the health risk involved with smoking, and the difficulty in controlling the movement of smoke in a multiple floor apartment building, Owner has instituted a no-smoking policy at the Building.
2. The term "smoking" is defined as the inhaling, exhaling, burning or carrying of any lighted cigar, pipe, cigarette, other tobacco product, or cannabis, or any other similar product in any manner or in any form, as well as the use of any e-cigarette, vaporizer or similar product in any form.
3. Tenant acknowledges that smoking of any kind is not allowed in the Apartment, any common area of the Building and within a 20 foot radius around the Building. As a material inducement of Owner entering into the Lease and its riders, Tenant represents that Tenant will not smoke in the Apartment, any common area of the Building and within a 20 foot radius around the Building.
4. As a material inducement of Owner entering into the Lease and its riders, Tenant acknowledges that it is Tenant's responsibility to ensure that Tenant, Tenant's occupants, family members guests, agents, employees and anyone else in the Apartment or Building as a result of Tenant comply with the no smoking policy. As a material inducement of Owner entering into the Lease and its riders, Tenant represents it will advise any occupants, family members guests, agents, employees and anyone else in the Apartment or Building as a result of Tenant of the Apartment or Building of the no-smoking policy. Tenant understands that Tenant will be responsible for the actions of its occupants, family members guests, agents, employees and anyone else in the Apartment or Building as a result of Tenant should they violate the no smoking policy, as if it was Tenant who violated the no smoking policy.
5. Tenant further acknowledges that in the event of any violation of the Building's no smoking policy, then the Tenant shall be in violation of substantial obligations of its tenancy and of the Lease. Owner shall have all of the rights and remedies available to it as set forth in the Lease and any of its riders, including but not limited to the termination of the Lease and tenancy.
6. In addition to Owners' rights to terminate the lease and tenancy based on a violation of this clause, Owner, in its sole discretion, shall have the right to impose a penalty in the amount of \$500.00 for a first offense and \$1,000.00 for each subsequent offense.
7. Notwithstanding anything to the contrary contained herein, Tenant acknowledges that Tenant's obligations under this Lease are not contingent upon Owner maintaining the Building as a non-smoking building, nor shall Owner failure or inability to enforce or maintain the Building as a non-smoking building serve as a basis for Tenant to withhold or receive an abatement of any rent or additional rent or for Tenant to have a right to terminate the Lease.
8. Tenant understands that Owner may choose, in its sole discretion, to take action or not take action against a specific tenant, group of tenants, specific occupant or group of occupants.
9. The parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document.
10. The covenants, agreements, terms, provisions and conditions contained in this agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
11. No modifications to this Rider are permitted unless they are in writing and co-executed and dated by the Owner.

KRE Bklyner 412 Evergreen LLC



Signed by Anna Zaifman

Thu Apr 28 2022 05:18:32 PM EDT

Key: 2B8FE29C; IP Address: 24.77.140.82

Anna Zaifman (Tenant)

Date

James Glassman (Landlord)

Date

Initials:



412 Evergreen**412 Evergreen Avenue, Brooklyn, NY 11238****Apt. #4A****PET RIDER TO LEASE**

RIDER ATTACHED TO AND FORMING PART OF THE LEASE DATED JUNE 1, 2022 BETWEEN KRE BKLYNER 412 EVERGREEN LLC, AS LANDLORD AND ANNA ZAIFMAN AS TENANT(S) FOR APT. # 4A AT 412 EVERGREEN AVENUE, BROOKLYN, NY 11238.

IN THE EVENT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS OF THE PRINTED LEASE FORM, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES THAT THE PROVISIONS OF THIS RIDER SUPERCEDE SUCH PRINTED LEASE FORM, SUCH THAT SAID PRINTED LEASE FORM IS DEEMED MODIFIED HEREBY.

1. Upon Owner's counter-signing and delivery of this Rider to Tenant, Owner confirms that it permits Tenant to harbor only the below identified pet in the Apartment upon Tenant's full compliance with the following terms and conditions, which terms and conditions are each hereby agreed to by Tenant:

Pet Description				
Sex: male	Type: dog	Color: white	Breed: Bijon Frise	Date of Birth:
Name: Lucky	License:	Age: 1.5 years	Weight: 18	Anticipated Maximum Weight:

TERMS AND CONDITIONS:

- a) The pet must not be a nuisance to the Owner, Owner's property, other tenants of the building or guests or invitees entering the building as determined by Owner in its absolute and sole discretion.
 - b) In transporting the pet, Tenant shall use the service elevator and shall enter and exit the Building through the service entrance via the service corridor on the ground floor.
 - c) Tenant shall carry or leash the pet whenever the pet leaves the Apartment and enters any public/common area of the Building. Tenant shall only use the service elevator and service corridor when entering or leaving the Building with the pet.
 - d) Under no circumstances may Tenant harbor any pet other than, in lieu of, or in replacement of the pet specifically described above; and
 - e) Under no circumstances may Tenant harbor any pet in the Apartment without Tenant having received Owner's specific written approval prior thereto.
2. Tenant represents that Tenant shall fully comply with the terms and conditions set forth in paragraph 1 of this Rider.
 3. Tenant warrants and represents that, in the event Tenant breaches the terms of this Rider, Tenant acknowledges that such breach constitutes a material breach of a substantial obligation of the Lease, and this Rider shall be immediately rendered null and void and Owner may commence legal proceedings against Tenant in order to remove any pets from the Apartment or enforce the breach of lease, at the Owner's option.
 4. Tenant further represents that the pet is peaceful in nature, the pet weighs a maximum of **15 pounds**, will not present a nuisance, threat or danger to other tenants or their pets and has no history of being a threat or danger to other people or animals.
 5. All pets must be housebroken. Pets must never be allowed to urinate or defecate in or on landscaped areas, planters, or on building property.
 6. All pets must be licensed by the ASPCA, have appropriate yearly shots and be examined regularly by their veterinarian.
 7. The Owner does not waive any provisions of the Lease or any of its rights or remedies at law or equity by entering into this Rider.
 8. This Rider shall be deemed to be incorporated into and is made a part of the Lease.
 9. Tenant does hereby agree and covenant to indemnify and hold harmless, Owner and its executors, administrators, agents, employees, successors and assigns from any and all claims, demands actions, causes of action, suits at law or equity, damages, costs, expenses and losses of any kind or nature whatsoever which may hereafter arise out of or from Tenant's pet.

The parties hereto have caused this Rider to be executed as of the day and year recited below as the date signed by Owner.

KRE Bklyner 412 Evergreen LLC



Signed by Anna Zaifman

Thu Apr 28 2022 05:19:05 PM EDT

Key: 2B8FE29C; IP Address: 24.77.140.82

Anna Zaifman (Tenant)

Date

James Glassman (Landlord)

Date

ACKNOWLEDGEMENT

This is to acknowledge that I was informed of the pet policy at **412 Evergreen**.

I acknowledge that I must seek written approval from the Owner prior to obtaining and bringing any pet into my Apartment. Should I receive approval for a pet, I will follow the rules and regulations pertaining to having a pet in my Apartment, as set forth in my lease, the riders thereto, and any other rules or regulations adopted by the Owner. If, in the Owner's sole opinion, my pet becomes a nuisance, permission to have a pet in my Apartment may be revoked.

KRE Bklyner 412 Evergreen LLC



Signed by Anna Zaifman

Thu Apr 28 2022 05:19:02 PM EDT

Key: 2B8FE29C; IP Address: 24.77.140.82

Anna Zaifman (Tenant)

Date

James Glassman (Landlord)

Date

NEW YORK CITY RECYCLING NOTICE

New York City has a mandatory residential recycling program that requires all residents to source-separate designated materials from their waste in their homes for recycling collection by the NYC Department of Sanitation.

Residential building owners/landlords must notify residents about recycling requirements, designate an accessible recycling area, and maintain signs explaining what and how to recycle.

Residents are required to keep the following designated materials separate from regular garbage and discard them according to building management instructions in properly labeled recycling receptacles. (For more info on what to recycle, call 311 or visit www.nyc.gov/recycle.)

WHAT TO RECYCLE: Paper & Cardboard

Newspapers, magazines, catalogs, white and colored paper (staples OK), mail and envelopes (window envelopes OK), paper bags, wrapping paper, soft-cover books (paperbacks, comics, etc.; no spiral bindings).

Cardboard egg cartons and trays, smooth cardboard (food and shoes boxes, tubes, file folders, cardboard from product packaging), corrugated cardboard boxes.

WHAT TO RECYCLE: Metal, Glass, Plastics & Cartons (emptied and rinsed)

Metal cans (soup, pet food, empty aerosol cans, dried-out paint cans, etc.), aluminum foil wrap & trays, household metal (wire hangers, pots, tools, curtain rods, small appliances that are mostly metal, etc.), bulk metal (large metal items, such as furniture, cabinets, large appliances, etc.).

Glass bottles & jars (and no other glass items).

Plastic bottles & jugs, rigid plastic caps & lids, rigid plastic food containers (yogurt, deli, hummus, dairy tubs, "clear clamshell" containers, other plastic take-out containers), rigid plastic packaging ("blister-pak" and acetate boxes), rigid plastic housewares (crates, buckets, flower pots, furniture, toys, mixing bowls, plastic appliances, etc.).

Milk cartons & juice boxes (or any such cartons and aseptic packaging for drinks: ice tea, soy milk, soup, etc.).

BUILDING RECYCLING PROCEDURES

This building has established the following procedures for handling designated recyclables that apply to all residents, housekeepers, guests, subtenants, homecare workers, and other visitors:

Please check all that apply:

- ☐ I have been given information about designated recyclable materials that must be kept separate from my trash.
- ☐ I know the location of the building's recycling area(s) and the procedures for discarding designated recyclables.
- ☐ I understand that recycling requirements apply to all residents, housekeepers, guests, subtenants, homecare workers, and other visitors.



Signed by Anna Zaifman

Thu Apr 28 2022 05:19:19 PM EDT

Key: 2B8FE29C; IP Address: 24.77.140.82

Anna Zaifman (Tenant)

Date

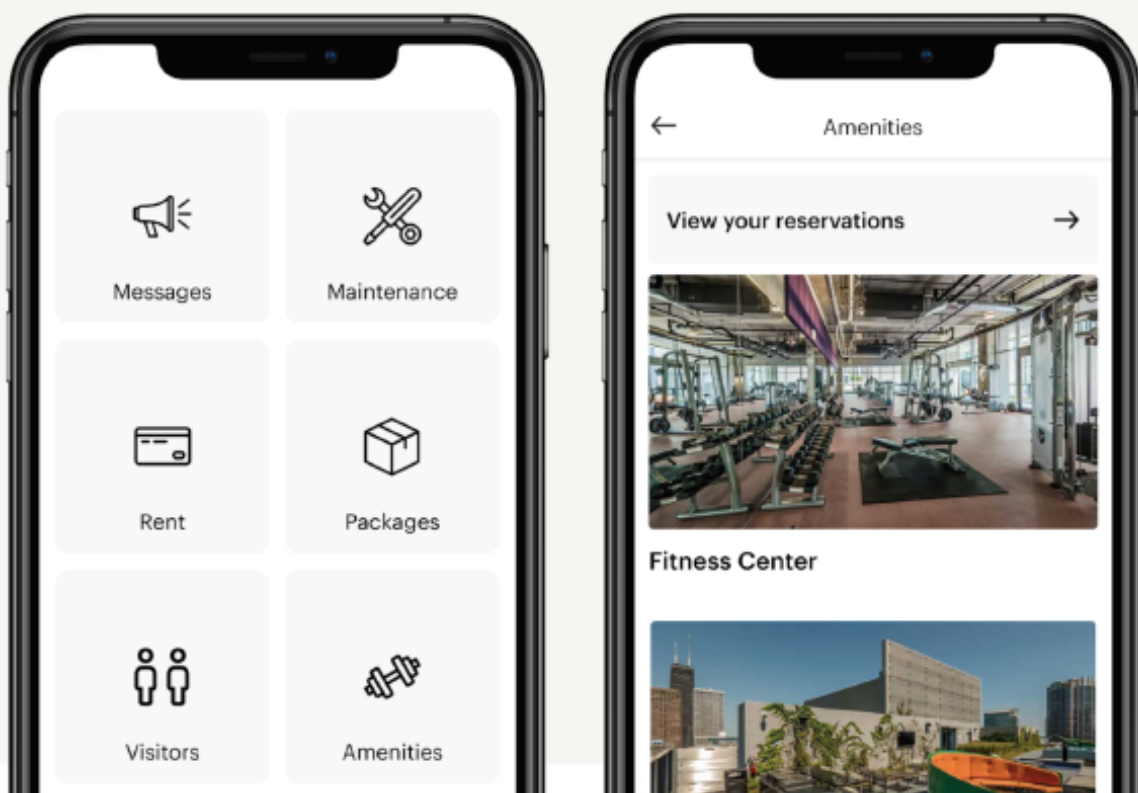
Occupant: Keep one copy for your records

Initials:



MANAGE YOUR HOME FROM THE PALM OF YOUR HAND.

By routing essential household operations through a single platform, **Alfred** empowers residents to efficiently manage tasks so they have more time to spend on the people, places, and things that matter most.



ONE PLATFORM, UNLIMITED OPTIONS.

Need to book a handyman service? Request a home cleaning? Simply pay your rent? All of it can be done through the **Alfred** secure portal.



MESSAGING

Stay updated on what's happening in your building with helpful text notifications.



OFFERS

Exclusive discounts, gifts, and more — explore the many perks you get just from living in your building.



RENT PAYMENT

Pay your rent in a few taps each month through our secure portal.



PROPERTY EVENTS

Be the first to know when your building is hosting a soiree with our RSVP-ready calendar of events.



PACKAGES

Track incoming packages every step of the way.



AMENITY RESERVATIONS

From cocktails on the roof to weekend barbecues, reserve your building's most in-demand common spaces for private use.



GUEST ACCESS

Grant your guests access to come up from the palm of your hand — simply provide their name and when you'll be expecting them.



MAINTENANCE REQUESTS

Need your light bulbs replaced? Maybe new smoke detector batteries? Log all of your maintenance requests in one place through the app.



NETWORK

In need of a handyman, personal trainer, or pet groomer? Book with one of our preferred service partners in seconds.



HOME CLEANING

Need more than a tidy up? You can book your next deep clean with one of our service partners.

READY TO GET STARTED?

Simply download the Hello Alfred app, enter the building information, and discover all the ways **Alfred** can guarantee that you always come home happy.



Signed by Anna Zaifman

Thu Apr 28 2022 05:19:47 PM EDT

Key: 2B8FE29C; IP Address: 24.77.140.82

Anna Zaifman (Tenant)

Date

Initials:



TEMPORARY AMENITY CONCESSION RIDER

IT IS HEREBY AGREED this 28th day of April, 2022, by and between KRE Bklyner 412 Evergreen LLC (hereinafter "Owner"), owner of the premises known as and located at 412 Evergreen Avenue, Brooklyn, NY 11221 ("subject premises") and Anna Zaifman (hereinafter "Tenant"), tenant of Apartment #4A in the subject premises (hereinafter "Apartment") as follows:

1. The parties agree that the Owner offers certain amenities at the subject premises (hereinafter "Amenities"), which include -Laundry Room, -Landscaped roof deck, -Pet Spa, -Courtyard, and -Gym.
2. The parties agree that the cost to utilize the Amenities is \$50.00 per month, as set forth in the attached lease ("Lease") dated June 1, 2022.
 - i. During the entire term of the Lease, the monthly cost for the Amenities shall remain the sum set forth in ¶ 2 of this Rider; however, the Owner agrees to provide Tenant with the following concession, representing a temporary concession of the Amenities fee: a concession equal to \$600.00 for the 12th month period from June 1, 2022 through May 31, 2023. Owner agrees to provide tenant with the following concession for the second lease year, should Tenant renew their lease, representing a temporary concession of the Amenities fee: a concession equal to \$0.00 for the _____ period from _____ through _____;
3. Said temporary concession is not intended as a preference to govern throughout Tenant's tenancy. Other than during the periods specified at ¶ 3 of this Rider, the full monthly Amenities fee recited in this Lease must be paid in order to satisfy Tenant's Amenities fee obligation pursuant to the Lease. It is acknowledged and agreed by the parties that the Amenities fee for any subsequent lease renewal will be based upon the Amenities fee set forth in ¶ 2 of this Rider, subject to any lawful adjustments, such that the owner's willingness and agreement to grant a temporary concession have no effect upon the full price of the Amenities fee.
4. The parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document. The covenants, agreements, terms, provisions and conditions contained in this Rider shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

KRE Bklyner 412 Evergreen LLC



Signed by Anna Zaifman

Thu Apr 28 2022 05:20:17 PM EDT

Key: 2B8FE29C; IP Address: 24.77.140.82

Anna Zaifman (Tenant)

Date

James Glassman (Landlord)

Date

Initials:



TEMPORARY RENT CONCESSION RIDER

IT IS HEREBY AGREED this 28th day of April, 2022, by and between KRE Bklyner 412 Evergreen LLC (hereinafter "Owner"), owner of the premises known as and located at 412 Evergreen Avenue, Brooklyn, NY 11221 ("subject premises") and Anna Zaifman (hereinafter "Tenant"), tenant of Apartment #4A in the subject premises (hereinafter "Apartment") as follows:

1. The parties agree that the rent for the Apartment for the lease term commencing on June 1, 2022 through May 31, 2023 is \$3,900.00 per month (hereinafter the "Lease").
2. During the lease terms of the Lease, the rent shall remain the sum set forth in ¶ 1 of this Rider; however, the Owner agrees to provide Tenant with the following rent concession, all representing temporary concessions of rent:
 - a. A concession equal to \$3,900.00 for the second (2nd) month period from July 1, 2022 through July 31, 2022;
3. Said temporary concessions are not intended as a preference to govern throughout Tenant's tenancy. Other than during the periods specified at ¶ 2 of this Rider, the full monthly rent recited in this Lease must be paid in order to satisfy Tenant's rent obligation pursuant to the Lease. It is acknowledged and agreed by the parties that the rent for any subsequent lease renewal shall be increased upon the Owner's option.
4. The parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document. The covenants, agreements, terms, provisions and conditions contained in this Rider shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

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

KRE Bklyner 412 Evergreen LLC



Signed by Anna Zaifman

Thu Apr 28 2022 05:24:25 PM EDT

Key: 2B8FE29C; IP Address: 24.77.140.82

Anna Zaifman (Tenant)

Date

James Glassman (Landlord)

Date



NO SHORT TERM AND/OR TRANSIENT OCCUPANCY RIDER

RIDER TO LEASE dated **April 28th, 2022**, by and between **KRE Bklyner 412 Evergreen LLC** ("Owner") and **Anna Zaifman** ("Tenant"), for Apartment **4A** at the building known as and located at **412 Evergreen Avenue, Brooklyn, NY 11238** (the "Premises").

Owner and Tenant hereby agree as follows:

1. **Class "A" Multiple Dwelling.** Tenant acknowledges and understands that the Premises is classified as a Class "A" multiple dwelling, as such term is defined in Section 4 of Article 1 of the New York State Multiple Dwelling Law.
2. **Purpose of Rider.** The parties acknowledge and understand that the State and City of New York have enacted legislation specifically recognizing the dangers inherent in allowing a Class "A" multiple dwelling to be used for transient and/or short term dwelling, and prohibiting the use of Class "A" multiple dwellings for other than permanent residence purposes.
3. **Definition of Permanent Residence Purposes.** Section 27-2004(8) (a) of the New York City Administrative Code provides that a Class "A" multiple dwelling may only be occupied for permanent residence purposes, which means occupancy by a tenant and/or other lawful occupant(s) for no less than thirty (30) consecutive days.
4. **Prohibition Against Short Term And/Or Transient Rental.** Tenant agrees and acknowledges that it is a violation of existing law and, by extension, the Lease, to rent, sublease or license in any way the subject premises for less than a period of thirty (30) days, and Tenant covenants and agrees that Tenant shall not rent, sublease or license in any way the Premises for less than a period of thirty (30) days. Tenant further covenants and agrees not to advertise the subject premises as being available for rent, sublease or license for a period less than thirty (30) days whether said advertisement be on the internet, in printed publications or in any other form of mass media.
5. **Effect of Breach and Landlord's Remedies.** Any breach of the provisions of this Rider shall be a material breach of the Lease and constitute grounds for immediate termination of the Lease by Owner and commencing a summary proceeding to evict the Tenant from the subject premises. Tenant agrees that any breach of the covenants and agreements contained herein may cause irreparable damage to Owner and, therefore, in addition to all other rights and remedies of Owner as provided in the Lease, such covenants and agreements shall be enforceable in a court of competent jurisdiction by a decree of specific performance and by appropriate injunctive relief, all in accordance with applicable law. In addition, Tenant agrees to indemnify and hold Owner harmless from and against any and all loss or damage which Landlord may incur as a result of the breach by Tenant of any of the foregoing, including, without limitation, any penalties imposed by a municipal agency, any withholding of rent by other tenants of the Building, and reasonable attorneys' fees and disbursements incurred by Owner in connection with any litigation or negotiations with Tenant, or any other tenants of the Building with respect to the foregoing.
6. Nothing contained herein shall be deemed permission for Tenant to sublease the subject premises for any period days or more without obtaining Landlord's prior written consent as required by the Lease and/or Sec. 226-b of the Real Property Law.

412 Evergreen

KRE Bklyner 412 Evergreen LLC



Signed by Anna Zaifman

Thu Apr 28 2022 05:25:35 PM EDT

Key: 2B8FE29C; IP Address: 24.77.140.82

Anna Zaifman (Tenant)

Date

James Glassman (Landlord)

Date

Initials:





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

NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY

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

Name of tenant(s): **Anna Zaifman**

Subject Premises: **412 Evergreen Avenue #4A, Brooklyn, NY 11221**

Apt.#: **4A**

Date of vacancy lease: **June 1, 2022**

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:

KRE Bklyner 412 Evergreen LLC



Signed by Anna Zaifman

Thu Apr 28 2022 05:24:58 PM EDT

Key: 2B8FE29C; IP Address: 24.77.140.82

Anna Zaifman (Tenant)

Date

James Glassman (Landlord)

Date

Initials:



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

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

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

TENANTS SHOULD:



Keep homes clean and dry



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



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



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



Use garbage cans with tight-fitting lids



Let building staff into homes to make any needed repairs



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



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

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

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

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

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

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

LANDLORDS MUST:



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



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

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



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

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



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



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

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

STOP BED BUGS SAFELY

WHAT ARE BED BUGS?

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

WHAT DOES A BED BUG BITE FEEL AND LOOK LIKE?

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

ARE BED BUGS DANGEROUS?

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

HOW DOES A HOME BECOME INFESTED WITH BED BUGS?

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

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

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

SHOULD I USE A PEST CONTROL COMPANY?

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

The pest control company should:

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

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

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

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

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

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



Actual size

Michael F. Potter, University of Kentucky ©2004

HOW CAN I GET RID OF BED BUGS?

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

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

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

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

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

3. Be very cautious about using pesticides yourself.

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

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

HOW CAN I KEEP BED BUGS OUT OF MY HOME?

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

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

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

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