

APARTMENT LEASE

ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER THE RENT STABILIZATION LAW. (LOS DERECHOS Y RESPONSABILIDADES DE INQUILINOS Y CASEROS ESTAN DISPONIBLE EN ESPANOL.)

The Landlord and Tenant agree to lease the Premises for the Term and at the Rent stated on these terms:

LANDLORD: Lafayette Nelson Apartments LLC.

TENANT: Missy Guevarra & Elvis Guzman

Address for Notices: c/o Nelson Management Group, Ltd.

3333 Broadway E4C

118-35 Queens Boulevard, 14th Fl., Forest Hills, NY 11375

New York, NY 10031

Apartment (and terrace, if any) 15J at

875 Boynton Avenue, Bronx NY 10473

Lease Date: 05/05/2022	Term One (1) Year beginning May 16, 2022 ending May 31, 2023	Yearly Rent \$ 34,287.96 Monthly Rent \$ 2857.33/\$2900.18 *** Security \$ 2619.22/\$2662.07
Broker*		

Rider Additional terms on.....page(s) initialed at the end by the parties is attached and made a part of this Lease.

1. Use The Apartment must be used only as a private Apartment to live in as the primary residence of the Tenant and for no other reason. Only a party signing this Lease may use the Apartment. The Apartment is subject to limits on the number of people who may legally occupy an Apartment of this size.

2. Failure to give possession Landlord shall not be liable for failure to give Tenant possession of the Apartment on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. Landlord must give possession within a reasonable time. If not, Tenant may cancel and obtain a refund of money deposited. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

3. Rent, added rent The rent payment for each month must be paid on the first day of that month at Landlord's address. Landlord need not give notice to pay the rent. Rent must be paid in full without deduction. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are called "added rent." This added rent will be billed and is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent. If a check from Tenant to Landlord bounces, Tenant shall be charged \$25 for processing costs as added rent. If rent or added rent is not received within 5 days of the due date, Landlord may charge the Tenant a late fee of (1) \$25, or (2) 1 1/2% of the sum due, each month, as added rent.

4. Notices Any bill, statement or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Apartment. If to Landlord it must be mailed to Landlord's address. It will be considered delivered on the day mailed or, if not mailed, when left at the proper address. A notice must be sent by certified mail. Each party must accept and claim the notice given by the other. Landlord must notify Tenant if Landlord's address is changed. Tenant must notify Landlord if Tenant joins the U.S. Military or becomes dependent on someone in it.

5. Security Tenant has given security to Landlord in the amount stated above. The security has been deposited in the Bank named above and delivery of this Lease is notice of the deposit. If the Bank is not named, Landlord will notify Tenant of the Bank's name and address in which the security is deposited.

If Tenant does not pay rent or added rent on time, Landlord may use the security to pay for rent and added rent then due. If Tenant fails to timely perform any other term in this Lease, Landlord may use the security for payment of

money Landlord may spend, or damages Landlord suffers because of Tenant's failure. If the Landlord uses the security, Tenant shall, upon notice from Landlord, send to Landlord an amount equal to the sum used by Landlord. That amount is due, when billed, as rent. At all times Landlord is to have the amount of security stated above.

If Tenant fully performs all terms of this Lease, pays rent on time and leaves the Apartment in good condition on the last day of the Term, then Landlord will return the security being held.

If Landlord sells or leases the Building, Landlord may give the security to the buyer or lessee. In that event Tenant will look only to the buyer or lessee for the return of the security and Landlord will be deemed released. Landlord may use the security as stated in this section. Landlord may put the security in any place permitted by law. Tenant's security will bear interest only if required by law. Landlord will give Tenant the interest when Landlord is required to return the security to Tenant. Any interest returned to Tenant will be less the sum Landlord is allowed to keep. Landlord need not give Tenant interest on the security if Tenant is in default.

6. Services Landlord will supply: (a) heat as required by law, (b) hot and cold water for bathroom and kitchen sink, (c) use of elevator, if any, and (d) cooling if central air conditioning is installed. Landlord is not required to install air-conditioning. Stopping or reducing of service(s) will not be reason for Tenant to stop paying rent, to make a money claim or to claim eviction. Tenant may enforce its rights under the warranty of habitability. Damage to the equipment or appliances supplied by Landlord, caused by Tenant's act or neglect, may be repaired by Landlord at Tenant's expense. The repair cost will be added rent.

If Landlord wants to change a person operated elevator to an automatic elevator, Landlord may stop service on 10 days' notice. Landlord will then have a reasonable time to begin installation of an automatic type elevator.

Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator, air coating equipment or other appliance unless installed by the Landlord or with Landlord's written consent. Tenant must not use more electric than the wiring or feeders to the Building can safely carry. If Tenant is permitted and does install a window air conditioner or other appliance, Landlord is entitled to receive a rent increase in accordance with Rent Stabilization Law. The rent increase is payable to Landlord as added rent beginning on the first day of the month following installations.

Landlord may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete. Landlord will not have any liability to Tenant for such service stoppages.

*If no broker, insert "None."

***Preferential rent \$2619.22 (m1-6) /\$2662.07(m7-12) 1yr Lease.

condition at the beginning of the Term. If the last day of the Term is on a Saturday, Sunday or State or Federal holiday the Term shall end on the prior business day.

24. Space "as is" Tenant has inspected the Apartment and Building. Tenant states they are in good order and repair and takes the Apartment as is except for latent defects.

25. Landlord's warranty of habitability Landlord states that the Apartment and Building are fit for human living and there is no condition dangerous to health, life or safety.

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

27. Legal Fees The successful party in a legal action or proceeding between Landlord and Tenant for non-payment of rent or recovery of possession of the Apartment may recover reasonable legal fees and costs from the other party.

28. Limit of recovery Tenant is limited to Landlord's interest in the Building for payment of a judgment or other court remedy against Landlord.

29. Lease binding on This Lease is binding on Landlord, Tenant and their heirs, distributees, executors, administrators, successors and assigns.

30. Landlord Landlord means the Landlord (Building or Apartment), lessee of the Building; or a lender in possession. Landlord's obligations end when Landlord's interest in the Building or Apartment is transferred. Any acts Landlord may do may be done by Landlord's agents or employees.

31. Paragraph headings Paragraph headings are for convenience only.

32. Broker If the name of a Broker appears in the box at the

There is currently pending application for rent increase in the stabilized rent (Docket DU-610007-OM) upon the installation of the following items:

Flooring	\$ 263,003.33
Entrance doors	\$ 54,000.00
Canopy etc.	\$ 69,500.00
Carpet	\$ 63,786.12
New Security Camera System	\$ 76,467.50

TOTAL : \$ 526,756.95

The requested increase is \$5.60 per room, per month."

There is currently pending an application for a rent increase in the stabilized rent (Docket IW 610031 OM) upon the installation of the following items:

New roof & related facade restoration	\$ 1,048,678.00
Architectural fees	\$ 30,968.00

TOTAL: \$ 1,079,646.00

The requested increase is \$8.27 per room, per month."

top of the first page of this Lease, Tenant states that only Broker that showed the Apartment to Tenant is the Broker's name does not appear Tenant states that the broker showed Tenant the Apartment. Tenant will not pay any money Landlord may spend if either statement is incorrect.

33. Rent regulations This section applies if the Apartment is subject to the N.Y.C. Rent Stabilization Law and Code of Emergency Tenant Protection Act.

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

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

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

(c) Despite anything contained in Paragraphs 1a and b, it is agreed in the event that an order is issued increasing the stabilization rent because of Landlord hardship, the Tenant may, within 30 days of receipt of a copy of the DHCR order, cancel this Lease on 60 days written notice to the Landlord. During the period prior to vacating, the cancelling Tenant may continue in occupancy at no increase in rent.

(2) The rent provided for in this Lease may be increased or decreased retroactively to the commencement of the Lease conform to the lawful Rent Guidelines or any changes in the Guidelines which apply to this Lease as issued by the N.Y.C. Rent Guidelines Board or appropriate county rent guidelines board.

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

34. INSURANCE: Renter shall purchase and keep in full force and effect during the term of this lease a standard form of property and liability insurance and name Owner as co-insured. (Renter initial _____).

Signatures, effective date Landlord and Tenant have signed this Lease as of the above date, It is effective when Landlord delivers to Tenant a copy signed by all parties.

LANDLORD: Lafayette Nelson Apartments LLC.

TENANT:

c/o Nelson Management Group, Ltd.

WITNESS:



