

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 **July 11, 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, **Fiona C. Powers Beggs and Stella Yaunches** whose address is **220 E 17th Ave, Spokane, WA 99203 ; 786 S 2nd Street, Breese, IL 62230 ;** respectively.

- 1. APARTMENT AND USE** Owner agrees to lease to You Apartment **4G** 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 and 1 day**, beginning on **July 31, 2022** and ending on **July 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 **\$4,000.00**. 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 **\$4,000.00** 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

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 Fiona C. Powers Beggs

Mon Jul 11 2022 12:55:26 PM EDT

Key: E2619AA0; IP Address: 73.239.181.169

Fiona C. Powers Beggs (Tenant)

Date



Signed by James Glassman

Mon Jul 11 2022 03:45:45 PM EDT

Key: 7D4BD13F; IP Address: 68.132.139.186

James Glassman (Landlord)

Date



Signed by Stella Yaunches

Mon Jul 11 2022 12:25:27 PM EDT

Key: FD0FC424; IP Address: 69.201.39.169

Stella Yaunches (Tenant)

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:

