

DEAL FOLDER CHECKLIST

Agent Name: ISMAIL YAZICI

Date of Submission: 8/13/22

Property Address: 43-09 40 ST

Unit #: 6F

RETX #: 929170



Copy of Signed Contract / Lease
(Only first and signature pages req)



Copy of **all** funds collected
(XpressPay if applicable)



Signed Agency Disclosure Form

SHANNON KESTER

Total Fee Collected	\$ <u>3240</u>
Referral/Listing Fee	\$
Agent Name and Split	<u>ISMAIL YAZICI 0/035</u>

----- COMPLETE BELOW ONLY WHEN INVOICING FOR PAYMENT -----

Landlord/Owner Name:	<u>Brownstein</u>
Gross Rent:	<u>\$1800</u>
Amenity Costs:	Parking: Bike Storage: Storage Unit: Cabana Space:
Total OP Amount: (Include rent and all amenity costs)	<u>0</u>
OP Payment Breakdown	Referral / Listing Fee: Agent 1 (name/amount): Agent 2 (name/amount):
Lease Start Date:	<u>8/31/22</u>
Notes:	
Contact Info OP Collection Name:	
Email:	
Phone:	

RESIDENTIAL APARTMENT LEASE

THIS APARTMENT IS NOT SUBJECT TO RENT REGULATION

Owner and Renter make this apartment lease agreement as follows:

Owner's Name ALJO REALTY LLC				
Owner's Address for Notices: 108-18 Queens Blvd., Queens, NY 11375				
Renter's Name: Shannon Kester		Driver's License # (if applicable):	Social Security #: 078-78-****	
Renter's Present Address 162 Bedford Ave, Brooklyn, NY 11249 - US				
Address of Premises to be Rented: 43-09 40th Street Sunnyside, NY 11104				
Apt. No.: 6F	Term of This Lease: 1 year and 1 day	Date of Lease: August 12, 2022	Beginning: August 31, 2022	Ending: August 31, 2023
*Monthly Rent: \$1,800.00		Yearly Rent: \$21,600.00		

- HEADINGS:** Paragraph headings are only for ready reference to the terms of this lease.
- CONDITION "AS IS":** Renter acknowledges inspecting the apartment prior to signing this lease and accepts the apartment in the condition it is in as of such inspection. Renter acknowledges that the apartment is free of defects. Owner warrants that the apartment and building are fit for habitation and there are no conditions dangerous to health, life or safety.
- USE AND OCCUPANCY OF APARTMENT:** The apartment is to be used and occupied for private residential purposes only, as the primary residence of Renter. The apartment may be occupied only by Renter named in this lease, Renter's immediate family, or other occupants in accordance with the applicable provisions of law. Renter agrees that the apartment will be occupied only by the following individuals, in addition to Renter:

NAME	DATE OF BIRTH	RELATIONSHIP TO RENTER

Renter is obligated to advise Owner, in writing, if any additional occupant moves into the apartment. Such notice must be furnished by Renter to Owner within 10 days of the date such additional occupant moves into the apartment. The apartment may not be occupied by more than the number of occupants permitted by §27-2075 of the Housing Maintenance Code. The apartment may be occupied by one roommate.

- RENTER'S POSSESSION OF APARTMENT:** Owner shall not be liable for failure to give Renter possession of the apartment on the beginning day of the lease term. Rent shall be payable as of the beginning of the term unless Owner is unable to give possession, in which case rent shall be payable as of the date possession is available. Owner must give possession within 30 days of the beginning day of the lease term. If not, Renter may cancel this lease and obtain a refund of money deposited. Owner will notify Renter as of the date possession is available. The ending date of the lease term will not change in the event Owner is unable to give possession as of the beginning of the lease term.
- RENT, ADDED RENT:** a. Rent payments for each month are due on or before the first day of each month at the address above or at a location designated by Owner in writing. Notice from Owner to Renter that rent is due is not required. The rent must be paid in full without deductions. The first month's rent and added rent must be paid when Renter signs this lease. b. Renter may be required to pay other charges and fees to Owner under the terms of this lease. They are called "added rent." This added rent will be payable as rent, together with the next monthly rent due. If Renter fails to pay the added rent on time, Owner shall have the same rights against Renter as if Renter failed to pay rent.
- FAILURE TO PAY RENT ON DUE DATE:** Rent is due by the first day of each month. Payment after the 10th day of each month shall be considered a "late payment." Renter expressly agrees and understands that three (3) or more late payments in any twelve month period shall be deemed to be a failure to comply with a substantial obligation of this lease and be grounds for the termination of this lease and eviction of Renter by Owner.
- FEE FOR LATE PAYMENT:** Due to administrative inconvenience and costs incurred due to late payment of rent, Renter agrees to pay the sum of \$50.00 per month in any month in which the rent is tendered after the late payment date,

day of such renewal/extension term as a condition precedent to the effectiveness of such renewal (unless waived by Landlord in Landlord's sole and absolute discretion). If the Tenant fails to deliver such security deposit to the Landlord at least 10 days prior to the first day of such renewal/extension term, then, at the option of Landlord, Tenant will be deemed to have not renewed the Lease and if Tenant fails to vacate before the lease expiration date (without taking into account such renewal) then the Tenant shall be in default of the Lease and shall be deemed a holdover tenant. Third party guarantor may refer to companies such as Rhino, The Guarantors or Insurent.

63. ENTIRE AGREEMENT: Owner and Renter have read this lease and agree that it contains the entire understanding of the parties regarding the rental of the subject apartment. The lease can only be changed in writing. The writing must be signed by both Owner and Renter.

If any part of this lease is determined to be unlawful, the remaining provisions of the lease will remain valid and in full force and effect.

ALJO REALTY LLC



Signed by Shannon Kester

Fri Aug 12 2022 02:36:46 PM EDT

Key: FD3A937E; IP Address: 24.90.93.132

Shannon Kester (Tenant)

Date

(Landlord)

Date

CHASE**CASHIER'S CHECK**

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK

Remitter: SHANNON M KESTER

Date

08/13/2022

9621213561

25-3

Void after 7 years

440

Pay To The ALJO REALTY
Order Of:

Pay: ONE THOUSAND EIGHT HUNDRED DOLLARS AND 00 CENTS

\$** 1,800.00 **

Do not write outside this box

Memo:

Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.

*Rebecca Griffin*Rebecca Griffin, Chief Administrative Officer
JPMorgan Chase Bank, N.A.
Columbus, OH

⑈9621213561⑈ ⑆044000037⑆ 758661433⑈

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK

282111107 NEW 01/21 8810004306

CHASE**CASHIER'S CHECK**

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK

Remitter: SHANNON M KESTER

Date

08/13/2022

9621213560

25-3

Void after 7 years

440

Pay To The ALJO REALTY
Order Of:

Pay: ONE THOUSAND EIGHT HUNDRED DOLLARS AND 00 CENTS

\$** 1,800.00 **

Do not write outside this box

Memo:

Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.

*Rebecca Griffin*Rebecca Griffin, Chief Administrative Officer
JPMorgan Chase Bank, N.A.
Columbus, OH

⑈9621213560⑈ ⑆044000037⑆ 758661433⑈

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK

282111107 NEW 01/21 8810004306

CHASE**CASHIER'S CHECK**

HOLD DOCUMENT AT ANGLE TO VIEW ARTIFICIAL WATERMARK ON BACK

Remitter: SHANNON M KESTER

Date

08/13/2022

9621213562

25-3

Void after 7 years

440

Pay To The MNS REALTY
Order Of:

Pay: THREE THOUSAND TWO HUNDRED FORTY DOLLARS AND 00 CENTS

\$** 3,240.00 **

Do not write outside this box

Memo:

Broker fee

Note: For information only. Comment has no effect on bank's payment.

Drawer: JPMORGAN CHASE BANK, N.A.

*Rebecca Griffin*Rebecca Griffin, Chief Administrative Officer
JPMorgan Chase Bank, N.A.
Columbus, OHSecurity
Features
Details on
Back

formed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the landlord and the tenant. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the tenant and landlord. An agent acting as a dual agent must explain carefully to both the landlord and tenant that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the landlord and tenant are giving up their right to undivided loyalty. A landlord and tenant should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the tenant and the landlord provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate

a sales agent to represent the tenant and another sales agent to represent the landlord. A sales agent works under the supervision of the real estate broker. With the informed consent in writing of the tenant and the landlord, the designated sales agent for the tenant will function as the tenant's agent representing the interests of and advocating on behalf of the tenant and the designated sales agent for the landlord will function as the landlord's agent representing the interests of and advocating on behalf of the landlord in the negotiations between the tenant and the landlord. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A landlord or tenant should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by ISMAIL YAZICI (print name of licensee) of MNS REALTY (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

☐ Landlord as a (check relationship below)

☐ Tenant as a (check relationship below)

☒ Landlord's agent

☐ Tenant's agent

☐ Broker's agent

☐ Broker's agent

☐ Dual agent

☐ Dual agent with designated sales agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

☐ Advance informed consent dual agency

☐ Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the tenant; and _____ is appointed to represent the seller in this transaction.

(I) (We) Shannon Kester acknowledge receipt of a copy of this disclosure

form: signature of { } Landlord(s) and/or { } Tenant(s):

Date:

8/13/22

Date: