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| Form <b>W-9</b><br>(Rev. October 2018)<br>Department of the Treasury<br>Internal Revenue Service                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <b>Request for Taxpayer Identification Number and Certification</b><br><br>▶ Go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> for instructions and the latest information.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | <b>Give Form to the requester. Do not send to the IRS.</b>                                                                                                                                                                                                                 |  |
| Print or type.<br>See Specific Instructions on page 3.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | <b>1</b> Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.<br><b>Mark De Souza</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                            |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>2</b> Business name/disregarded entity name, if different from above                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                            |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>3</b> Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.<br><input checked="" type="checkbox"/> Individual/Sole proprietor or single-member LLC<br><input type="checkbox"/> C Corporation<br><input type="checkbox"/> S Corporation<br><input type="checkbox"/> Partnership<br><input type="checkbox"/> Trust/estate<br><input type="checkbox"/> Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=partnership) ▶ _____<br><b>Note.</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.<br><input type="checkbox"/> Other (see instructions) ▶ _____ | <b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):<br><br>Exempt payee code (if any) _____<br>Exemption from FATCA reporting code (if any) _____<br><small>(Applies to accounts maintained outside the U.S.)</small> |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>5</b> Address (number, street, and apt. or suite no.) See instructions.<br><b>1101 President Street #725</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Requester's name and address (optional)                                                                                                                                                                                                                                    |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | <b>6</b> City, state, and ZIP code<br><b>Brooklyn, New York 11225</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                            |  |
| <b>7</b> List account number(s) here (optional)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                            |  |
| <b>Part I Taxpayer Identification Number (TIN)</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                            |  |
| Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.<br><b>Note:</b> If the account is in more than one name, see the instructions for line 1. Also see What Name and Number To Give the Requester for guidelines on whose number to enter.                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                            |  |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Social security number<br><b>6 6 7 1 7 6 6 6 7</b><br>or<br>Employer identification number                                                                                                                                                                                 |  |
| <b>Part II Certification</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                            |  |
| Under penalties of perjury, I certify that:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                            |  |
| <b>1.</b> The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                            |  |
| <b>2.</b> I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                            |  |
| <b>3.</b> I am a U.S. citizen or other U.S. person (defined below); and                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                            |  |
| <b>4.</b> The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                            |  |
| <b>Certification Instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.                                                                                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                            |  |
|  <b>Signed by Mark De Souza</b><br>Fri Sep 30 2022 02:04:40 PM EDT<br>Key: DAC2AE17; IP Address: 108.6.103.177                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                            |  |
| Mark De Souza (Signature of U.S. Person)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Date                                                                                                                                                                                                                                                                       |  |
| <b>General Instructions</b><br>Section references are to the Internal Revenue Code unless otherwise noted.<br><b>Future developments.</b> For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to <a href="http://www.irs.gov/FormW9">www.irs.gov/FormW9</a> .<br><b>Purpose of Form</b><br>An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following. <ul style="list-style-type: none"><li>Form 1099-INT (interest earned or paid)</li></ul> | <ul style="list-style-type: none"><li>Form 1099-DIV (dividends, including those from stocks or mutual funds)</li><li>Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)</li><li>Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)</li><li>Form 1099-S (proceeds from real estate transactions)</li><li>Form 1099-K (merchant card and third party network transactions)</li><li>Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)</li><li>Form 1099-C (canceled debt)</li><li>Form 1099-A (acquisition or abandonment of secured property)</li></ul> Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.<br><i>If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.</i>                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                            |  |

**September 22, 2022**

Dear Mark De Souza and Jessica K. Ordaz Garcia:

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

Apartment: **1101 President Street #725, Brooklyn, NY 11225**  
Rent: **\$3,400.00**  
Term: **1 year and 5 months**  
Lease Dates: **December 29, 2022** to **May 28, 2024**  
Concession: Early Occupancy Beginning **October 29, 2022**  
Source: Streeteasy.com

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) Amenities Agreement For Market Occupants                          | 2) Bedbug Infestation History Disclosure                         |
| 3) Bicycle Storage License Agreement                                 | 4) Early Occupancy License Agreement - BELKIN                    |
| 5) Fire Safety Plan                                                  | 6) Indoor Allergen Hazard Notice                                 |
| 7) Indoor Allergen Tenant Pamphlet                                   | 8) Lead-Based Paint Disclosure - NY                              |
| 9) NYC DOH Lead Paint Pamphlet                                       | 10) No Smoking Rider                                             |
| 11) Notice Disclosing Rights to Reasonable Accommodations - New York | 12) Notice for Prevention of Lead-Based Paint Hazards - New York |
| 13) Notice of Suspected Gas Leak                                     | 14) Occupancy Rider                                              |
| 15) Recycling Notice - New York                                      | 16) Renter's Insurance                                           |
| 17) Rider To Lease                                                   | 18) Short Term Rental Rider - NY                                 |
| 19) Smoke-Carbon Rider                                               | 20) Smoking Policy                                               |
| 21) Sprinkler Disclosure Lease Rider                                 | 22) Stove Knob Covers                                            |
| 23) Temporary Amenity Concession Rider                               | 24) Terrace/Balcony Rider                                        |
| 25) W-8 / W-9                                                        | 26) Welcome Letter                                               |
| 27) Standard Form of Apartment Lease                                 | 28) Window Guards - NY                                           |
- 29) Payment in the form of certified check, bank check or money order for the following: **\$3,400.00** representing the first month's rent payable to **Bedford Courts III LLC** and **\$3,400.00** representing the security deposit payable to **Bedford Courts III LLC**.

Kindly execute and return each of the enclosed documents together with the referenced payments to the attention of Leasing Agent at 40 N 6th Street Brooklyn, NY 11249.

Sincerely,

**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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**REBNY Apt non-stab 2019 Rev 7.19**

**PREAMBLE:** This lease contains the agreements between Tenant and Owner concerning the rights and obligations of each party. Tenant and Owner have other rights and obligations which are set forth in government laws and regulations.

Tenant should read this Lease carefully. If Tenant has any questions, or if Tenant does not understand any words or statements herein, obtain clarification from an attorney. Once Tenant and Owner sign this Lease, Tenant and Owner will be presumed to have read it and understood it completely. Tenant and Owner admit that all agreements between Tenant and Owner have been written into this Lease. Tenant understands that any agreements made before or after this Lease was signed and not written into it will not be enforceable.

**THIS LEASE** is made as of **September 22, 2022** between Owner(hereinafter referred to as "Owner" or "Lessor"), **Bedford Courts III LLC** whose address is **3092 Hull Avenue and Bronx, N.Y. 10467** and Tenant (hereinafter referred to "Tenant" or "Lessee" ), **Mark De Souza and Jessica K. Ordaz Garcia** whose address is **1101 President Street #725, Brooklyn, NY 11225**.

**Please note the following paragraphs that require a selection among alternative wording:** 2, 3E, 34  
**Please note the following paragraphs that require deletions if inapplicable:** 9D, 12C(ii), 12E, 25, 32C(i), 33, 34, 35, 36, 37, 38, 59, 60  
**Please note the following paragraphs that require the insertion of terms (and/or delete if inapplicable):** 1, 2, 3A, 3B, 4, 9D, 12B, 12C, 25, 32C, 34A, 35, 38B, Exhibit A (Memorandum Confirming Term), Exhibit C (Owner's Work), Exhibit D (Apartment Furniture)

**1. APARTMENT AND USE** Owner agrees to lease to Tenant Apartment **725** (the "Apartment") in the building at **1101 President Street, Brooklyn, NY 11225** (the "Building"), Borough of Brooklyn, City and State of New York.

Tenant shall use the Apartment for living purposes only and for no other purpose (such restricted purposes includes, but are not limited to, any commercial activity or illegal or dangerous activity).

The Apartment may only be occupied by Tenant and the following Permitted Occupants (and occupants as permitted in accordance with Real Property Law §235-f):

Tenant acknowledges that no other person other than Tenant and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner. If Tenant violates any of the terms of this provision, the Owner shall have the right to restrain the same by injunctive relief and/or any other remedies provided for under this Lease and at law and/or equity.

**2. LEASE COMMENCEMENT DATE; LENGTH OF LEASE** The "Lease Effective Date" is the date a fully executed Lease is returned to Tenant or Tenant's representative by Owner or its representative. The "Lease Commencement Date" is **December 29, 2022**. Except as may be provided for otherwise in this Lease, the term (that means the length) of this Lease will begin on the Lease Commencement Date and will end on **May 28, 2024** (the "Term"). Tenant acknowledges that notwithstanding anything to the contrary contained in this Lease: (i) the Term of this Lease may be reduced provided for herein and (ii) the Term shall consist of the period beginning with the Lease Commencement Date through and including, the date that is the last day of the month in which the **[CHOOSE ONE AND CROSS OUT THE OTHER ALTERNATIVES]** ~~one (1) year~~ ~~two (2) year~~ **[seventeen (17) month(s)]** anniversary of the Lease Commencement Date occurs.

**3. RENT**

**A.** "Rent" is defined as the base rent due under this Lease. Tenant's monthly Rent for the Apartment is **\$3,400.00** per month. Tenant must pay Owner the Rent, in equal monthly installments, on the first day of each month either to Owner at the above address or at another place that Owner may inform Tenant of by written notice.

**B.** When Tenant signs this Lease, Tenant must pay by bank or cashier's check (or by electronic fund transfer, if instructed by Owner as described below) , the following:

**(i)** one (1) months' Rent (i.e., **\$3,400.00**);

**(ii)** the Security Deposit (in the amount stated in Article 4); and

**(iii)** any commission due by Tenant to the Brokers (as defined in Article 34 hereinafter) in connection with this Lease.

- C. If the Lease Commencement Date shall not occur on the first day of a calendar month, the Rent for such calendar month shall be prorated on a per diem basis. If the Lease begins after the first day of the month, Tenant must pay when it signs this Lease one (1) full months' Rent and for the next full calendar month Tenant shall pay a prorated Rent based on the number of days the Lease began after the first day of the month (for example, if the beginning date of this Lease is the 16 th day of the month, Tenant would pay for fifteen (15) out of thirty (30) days, or one-half (1/2), of a full months' Rent for the second calendar month). In any event, if the Lease Commencement Date shall not occur on the first day of a calendar month, the Term shall also include the remainder of the month in which the Lease Commencement Date occurred.
- D. Within five (5) business days after the request of Owner, at Owner's option, Tenant shall return a document supplied by Owner in the form attached hereto as Exhibit A (a "Memorandum Confirming Term") confirming the Lease Commencement Date, the Rent Commencement Date (if different than the Lease Commencement Date) the Lease expiration date and any other material terms of this Lease, certifying that Tenant has accepted delivery of the Apartment and that the condition of the Apartment complies with Owner's obligations hereunder. Tenant's failure to so deliver the Memorandum Confirming Term shall be considered a material default under this Lease, however, Tenant's failure to do so shall not affect the occurrence of the Lease Commencement Date or the validity of this Lease or alter the terms and provisions contained in the Memorandum Confirming Term if so delivered to Tenant by Owner.
- E. Tenant may be required to pay other charges to Owner under the terms of this Lease, such additional charges shall be referred to as "Additional Rent". Any Additional Rent must be paid by Tenant to Owner upon the earlier of (i) the first day of the month immediately following the month said Additional Rent is billed to Tenant or (ii) fifteen (15) days from the date Tenant is billed for the Additional Rent. If Tenant fails to pay the Additional Rent on time, Owner shall have the same rights against Tenant as if Tenant failed to pay Rent. Said Rent and Additional Rent must be paid in full in accordance with the foregoing, without deduction or offset and without the need for demand or notice from Owner. Except as may be provided for otherwise in this Article 3, all Rent and Additional Rent shall be payable to Owner by \_\_\_\_\_ **[CROSS OUT ANY FORM OF PAYMENT THAT IS INAPPLICABLE]** or such other form of payment as required by Owner only. If by direct deposit, Owner shall provide Tenant the necessary wiring instructions.
- F. Tenant shall be entitled to a five (5) day grace period for the payment of any sum of Rent or Additional Rent due under this Lease. Any sum of Rent or Additional Rent not paid within five (5) days of the date due shall be subject to a late fee of the lesser of (i) \$50.00, or (ii) five percent (5%) of the unpaid amount. Interest shall also be payable on the aforesaid late Rent or Additional Rent beginning thirty (30) days from the due date, such interest accruing at the lesser of (i) the maximum amount allowable by law, or (ii) one and one - half percent per month (1.5%), until the late Rent or Additional Rent is paid in full. There shall be a Fifty Dollar (\$50.00) fee for any check which is dishonored or returned. Any late charge or interest charge shall be considered Additional Rent.
- G. Owner need not give notice to Tenant to pay Rent. Rent must be paid in full and no amount subtracted from it. The whole amount of Rent is due and payable as of the Lease Commencement Date. Payment of Rent in installments is for Tenant's convenience only. If Tenant is in default under any of the terms and conditions of this Lease, Owner may give notice to Tenant that it may no longer pay Rent in installments and the entire Rent for the remaining part of the Term will then immediately be due and payable.
4. **SECURITY DEPOSIT** Tenant is required to give Owner the sum of **\$3,400.00** (such amount not to exceed one (1) months' Rent pursuant to The Housing Stability and Tenant Protection Act of 2019) when Tenant signs this Lease as a security deposit (the "Security Deposit"). Owner will deposit the Security Deposit in \_\_\_\_\_ bank at \_\_\_\_\_. This Security Deposit shall not bear interest, unless if otherwise required by applicable law. In the event that the Security Deposit shall earn interest, then in such event Owner shall be entitled to an administrative fee pursuant to applicable law.

If Tenant carries out all of Tenant's agreements in this Lease and if Tenant moves out of the Apartment and returns it to Owner vacant, broom clean and in the same condition it was in when Tenant first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty through no fault of Tenant, Owner will return to Tenant the full amount of the Security Deposit within fourteen (14) days after the later of (i) the date this Lease ends, or (ii) the date Tenant vacates the Apartment. However, if Tenant is in default of Tenant's obligations under this Lease and/or there are any damages to the Apartment beyond ordinary wear and tear or damage caused by fire or other casualty, Owner may keep all or part of the Security Deposit to cover reasonable repairs of such damage and Owner shall provide Tenant with an itemized statement indicating the basis for the amount of the Security Deposit retained within the aforementioned fourteen (14) day period. Furthermore, for sake of clarity and emphasis, (i) if Tenant does not carry out all of Tenant's obligations under this Lease, Owner may keep all or part of the Security Deposit necessary to pay Owner for any losses incurred, including missed payments and (ii) Owner's retention of the Security Deposit as allowable under this Lease shall not be deemed to be Owner's sole remedy for any default by Tenant of Tenant's obligations pursuant to the terms and conditions of this Lease.

TENANT ACKNOWLEDGES AND AGREES THAT THE SECURITY DEPOSIT CANNOT BE USED TOWARDS RENT OR

**ADDITIONAL RENT BY TENANT.** Notwithstanding anything to the contrary contained in this Lease, if Owner shall apply all or any portion of the Security Deposit to cure a default by Tenant hereunder during the Term of this Lease, Tenant shall, within five (5) business days, deposit with Owner that sum which shall be necessary to maintain the security in an amount equal to the Security Deposit as so required in this Article 4. Failure to replenish the Security Deposit in a timely manner shall be deemed a default under this Lease.

If Owner sells the Apartment, Owner, at its sole option, will turn over Tenant's security either to Tenant or to the person buying the Apartment within five (5) days after the sale. Owner will then notify Tenant, by registered, certified or overnight mail by a nationally recognized overnight courier, 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 Tenant for the Security Deposit and the new owner will become responsible to Tenant for the Security Deposit.

**5. IF TENANT IS UNABLE TO MOVE IN** Except as otherwise provided herein, Owner shall not be liable for failure to give Tenant possession of the Apartment on the Lease Commencement Date. Rent shall be payable as of the beginning of this Lease Term unless Owner is unable to give Tenant possession. A situation could arise which might prevent Owner from letting Tenant move into the Apartment on the Lease Commencement Date. If this happens for reasons beyond Owner's reasonable control, Owner will not be responsible for Tenant's damages or expenses, and this Lease will remain in effect. However, in such case, this Lease will start on the date when possession is available, and the ending date of this Lease as specified in Article 2 will remain the same (unless otherwise mutually agreed to in writing by Tenant and Owner). Tenant will not have to pay Rent until the date possession is available, or the date Tenant moves in, whichever is earlier (however, in no event shall Tenant move in or take possession prior to the date Owner shall have given Tenant notice that Tenant may take possession of the Apartment). Owner will notify Tenant as to the date possession is available. If Owner does not give Tenant notice that possession is available within thirty (30) days after the Lease Commencement Date, provided that Owner's failure to deliver possession is not due to a Tenant delay, Tenant may send a fifteen (15) day written termination notice (the "Termination Notice") to Owner, and if Owner is unable to deliver possession within fifteen (15) days of receipt of Tenant's Termination Notice, this Lease shall terminate and be of no further force and effect and all prepaid Rent, the Security Deposit and any other fees paid by Tenant (except for non-refundable fees required in the Lease package) at the execution of this Lease shall be promptly returned to Tenant.

**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. Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.
- B.** Tenant will do nothing to interfere with or make more difficult Owner's efforts to provide Tenant and all other occupants of the Building with the required facilities and services. Any condition caused by Tenant's misconduct or the misconduct of Tenant Parties (as hereinafter defined) or anyone else under Tenant's direction or control shall not be a breach by Owner.

## **8. CARE OF TENANT'S APARTMENT; END OF LEASE; MOVING OUT**

- A.** At all times during the Term of this Lease, Tenant 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. Tenant shall, at Tenant's own cost and expense, make all repairs caused or occasioned by Tenant or Tenant's agents, contractors, invitees, licensees, guests or servants (collectively hereinafter "Tenant Parties"). In addition, Tenant shall promptly notify Owner and/or the Building Superintendent/Building Manager in writing upon the occurrence of any problem, malfunction or damage to the Apartment. Tenant 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 Tenant first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of Tenant.
- B. CLEANING.** Tenant is required to use only non-abrasive cleaning agents in the Apartment. Tenant is responsible for damage done by use of any improper cleaning agents.
- C.** If Tenant fails to maintain the Apartment or make a needed repair or replacement as required hereunder, Owner may hire a professional and make such maintenance, repairs or replacements at Tenant's sole cost and expense. Owner's reasonable expense will be payable by Tenant to Owner as Additional Rent within ten (10) business days after Tenant receives a bill from Owner
- D.** When this Lease ends, Tenant must remove all of Tenant's movable property. Tenant must also remove at Tenant's own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment Tenant may have installed in the Apartment, even if it was done with Owner's consent. Tenant must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. Tenant has not

moved out until all persons, furniture and other property of Tenant's is also out of the Apartment. If Tenant's property remains in the Apartment after this Lease ends, Owner may either treat Tenant as still in occupancy and charge Tenant for use, or may consider that Tenant has given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at Tenant's expense. Tenant agrees 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.

- E. Except as provided for otherwise in Article 35 of this Lease, in the event that (i) Owner intends to offer to renew this Lease with a Rent increase equal to or greater than five (5%) percent above the then current Rent, or (ii) Owner does not intend to renew this Lease, Owner shall provide Tenant written notice as follows:
  - i. If Tenant has occupied the Apartment for less than one (1) year and does not have a Lease Term of at least one (1) year, Owner shall provide at least thirty (30) days' notice;
  - ii. If Tenant has occupied the Apartment for more than one (1) year but less than two (2) years, or has a Lease Term of at least one (1) year but less than two (2) years, Owner shall provide at least sixty (60) days' notice; or
  - iii. If Tenant has occupied the Apartment for more than two (2) years or has a Lease Term of at least two (2) years, Owner shall provide at least ninety (90) days' notice.
- F. Within a reasonable time after notification of either party's intention to terminate this Lease, unless Tenant provides less than two (2) weeks' notice of Tenant's intention to terminate, Owner shall notify Tenant in writing of Tenant's right to request an inspection before vacating the Apartment. Tenant shall have the right to be present at said inspection. Subject to the foregoing, if Tenant requests such inspection, the inspection shall be made no earlier than two (2) weeks and no later than one (1) week before the end of the tenancy. Owner shall provide at least forty-eight (48) hours written notice of the date and time of the inspection. After the inspection, Owner shall provide Tenant with an itemized statement specifying repairs, cleaning or other deficiencies that are proposed to be the basis of any deductions from the Security Deposit. If Tenant requests such inspection, Tenant shall be given an opportunity to remedy any identified deficiencies prior to the end of the tenancy (or, at Owner's sole option, if Tenant fails to remedy any such identified deficiencies, Owner may remedy such identified deficiencies at Tenant's sole cost and expense as described hereinafter). Any and all repairs or alterations made to the Apartment as a result of said inspection shall be at Tenant's sole cost and expense. Said repairs must be approved by Owner and shall be performed, at Owner's sole option by (i) licensed and adequately insured Tenant's contractors in a good and skillful manner with materials of quality and appearance comparable to existing materials and approved by Owner or (ii) by Owner's contractor(s).

## 9. CHANGES AND ALTERATIONS TO APARTMENT

- A. Tenant cannot build in, add to, change or alter, the Apartment in any way, including, but not limited to, installing, changing, or altering any paneling, wallpaper, flooring, "built in" decorations, partitions, railings, paint, carpeting, plumbing, ventilating, air conditioning, electric, or heating systems without first obtaining the prior written consent of Owner which may be withheld in Owner's sole discretion. If Owner's consent is given, the alterations and installations shall become the property of Owner when completed and paid for by Tenant. They shall remain with and as part of the Apartment at the end of the Term. Notwithstanding the foregoing, Owner has the right to demand that Tenant remove the alterations and installations at the end of the Lease Term, and in such case Tenant shall repair all damage resulting from said removal and restore the Apartment to its original condition, including any holes in the wall or damage caused by the removal of any pictures, artwork or TV mounts hung by Tenant on the walls. Any and all work shall be performed by Tenant in accordance with the terms and conditions of this Lease and in accordance with all applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity. Tenant's contractor shall also supply, before performing any such work, a certificate of insurance naming Owner and the Building's managing agent (if applicable) as additional insured.
- B. Without Owner's prior written consent, Tenant cannot install or use in the Apartment 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, Tenant cannot place in the Apartment water-filled furniture.
- C. If a lien is filed on the Apartment or Building due to Tenant's fault, Tenant must promptly pay or bond the amount stated in the lien. Owner may pay or bond the Lien if Tenant fails to do so within ten (10) days after Tenant has written notice about the lien, in which case, Owner's costs shall be paid by Tenant as Additional Rent.

**D. APPROVED ALTERATIONS.** ~~[DELETE IF INAPPLICABLE]~~ Anything contained herein to the contrary notwithstanding, provided that both Owner and Tenant have acknowledged their agreement to the following by each party affixing their initials immediately below this provision, Owner hereby consents to the following alterations to be performed by Tenant, at Tenant's sole cost and expense, but for the sake of clarity and emphasis all other terms and conditions of this Lease (including, without limitation, the terms and conditions contained in this Article 9 hereof) shall still apply: \_\_\_\_\_.

Owner Initial: \_\_\_\_\_ Tenant Initial: \_\_\_\_\_

# 10. TENANT'S DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND RULES

- A. GOVERNMENT LAWS AND ORDERS.** Tenant will obey and comply (i) with all present and future city, state and federal laws rules, regulations and codes of any governmental or quasi-governmental entity or body which affect the Building or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the Apartment and the Building. Tenant will not allow any windows in the Apartment to be cleaned from the outside unless the prior written consent of the Owner is obtained.
- B. OWNER'S RULES AFFECTING TENANT.** Tenant, its Permitted Occupants and Tenant Parties must obey all Owner's rules (the "Owner's Rules and Regulations") annexed hereto and made apart hereof as Exhibit B and all future reasonable rules of Owner or Owner's agent. Notice of all additional rules shall be delivered to Tenant in writing or posted in the lobby or other public place in the building. Owner shall not be responsible to Tenant for not enforcing any rules, regulations or provisions of ano ther tenant's lease except to the extent required by law.
- C. TENANT'S RESPONSIBILITY.** Tenant is responsible for the behavior of Tenant, the Permitted Occupants of the Apartment, the Tenant Parties and any other people who are visiting the Apartment. Tenant will reimburse Owner as Additional Rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other people visiting the Apa rtment have not obeyed applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity or rules of this Lease.

**11. OBJECTIONABLE CONDUCT** Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other people visiting the Apartment will not engage in objectionable conduct at the Apartment or the Building. Objectionable conduct ("Objectionable Conduct") means behavior which makes or will make the Apartment or the Building less fit to live in for Tenant or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartment, or causes conditions that are dangerous, hazardous, unsanitary or detrimental to other occupants of the Building. Objectionable Conduct by Tenant, the Tenant Parties, or any other people visiting the Apartment, gives Owner the right to end this Lease on six (6) days' written notice to Tenant that this Lease will end.

# 12. SERVICES AND FACILITIES

- A. REQUIRED SERVICES.** Owner will provide (i) cold and hot water and heat as required by law, (ii) repairs to the Apartment not caused by Tenant (subject to the terms and conditions of this Lease), the Tenant Parties or any other people visiting the Apartment, as required by law, (iii) elevator service if the Building has elevator equipment; and (iv) the utilities, if any, included in the Rent, as set forth in subparagraph B below. Tenant is 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: Heat, Water & Cooking Gas.  
**[INSERT "NONE" IF NO UTILITIES ARE INCLUDED IN THE RENT]**
- C. ELECTRICITY AND OTHER UTILITIES.** Tenant acknowledges and understands that Owner has no obligation to supply, or liability in connection with, utilities or services in or to the Apartment (except as may be provided for otherwise in this Lease). Tenant shall be responsible, at Tenant's sole cost and expense, for securing, air conditioning, electricity, gas, cable, phone, and all other utilities and services (except as may be provided for otherwise in this Lease).
  - (i)** Tenant shall contract directly with the appropriate utility provider for all aforementioned services (not including the utilities included in the Rent as provided for in subparagraph B).
  - (ii)** ~~Notwithstanding anything to the contrary contained in this Lease, the Owner provides the following services \_\_\_\_\_ for a separate, sub-metered charge. It is covenanted and agreed by Tenant that all the aforesaid costs and expenses shall be paid by Tenant to Owner within five (5) days after rendition of any bill or statement to Tenant therefor [DELETE IF INAPPLICABLE].~~
- D.** Stopping or reducing of service(s) will not be reason for Tenant to stop paying Rent, to make a money claim or to claim constructive eviction. Damage to the equipment or appliances supplied by Owner, caused by Tenant's acts, omissions or neglect, or the act, omission or neglect of the Tenant Parties or any other person visiting the Apartment, shall be repaired at Tenant's sole cost and expense. In the event that Tenant fails to make such repairs within a reasonable period of time, Owner shall have the option to make such repairs at Tenant's expense and charge the same to Tenant

as Additional Rent. Damage to the equipment or appliances supplied by the Owner, which are not caused by Tenant's negligence, acts or misuse or the negligence, acts or misuse of the Tenant Parties or any other people visiting the Apartment, shall be promptly repaired by the Owner at the Owner's sole cost and expense. Owner 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. Notwithstanding the foregoing, except in emergency situations, Owner shall provide Tenant no less than twenty-four (24) hours prior written notice of any planned service stoppages. Owner shall take all necessary steps to ensure that service stoppages do not interfere with Tenant's use and enjoyment of the Apartment.

- E. APPLIANCES.** Appliances supplied by Owner in the Apartment are for Tenant's use. They shall be in working order on the date hereof and will be maintained and repaired or replaced by Owner, except if repairs or replacement are made necessary because of Tenant's or the Tenant Parties' negligence or misuse, Tenant will pay Owner for the cost of such repair or replacement as Additional Rent. ~~Notwithstanding anything to the contrary contained in this Lease, provided the appliance in need of repair has been delivered in working order on the Lease Commencement Date, Tenant shall be responsible for the initial \$0.00 in cost of such appliance's repair or replacement.~~ **[DELETE IF INAPPLICABLE OR INSERT AMOUNT].** Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator or other appliance unless installed by Owner or with Owner's prior written consent (in its sole discretion). Tenant must not use more electric than the wiring or feeders to the Building can safely carry.
- F. FACILITIES AND AMENITIES.** If Owner permits Tenant to use any storeroom, storage bin, laundry or any other facility located in the Building but outside of the Apartment (e.g., fitness center, resident lounge, roof deck, golf simulator, movie theater, swimming pool, spa, etc.), the use of any such facility will be furnished to Tenant at Tenant's own risk. Tenant will operate at Tenant's expense any coin operated appliances located in any such facility. Owner shall have no obligation to provide any of the aforementioned facilities or any type of doorman, attendant, porter or any other type of similar service at the Building, and Owner may discontinue same without being liable to Tenant therefor or without in any way affecting this Lease or the liability of Tenant hereunder or causing a diminution of Rent and the same shall not be deemed to be lessening or a diminution of facilities or services within the meaning of any law, rule or regulation now or hereafter enacted, promulgated or issued.

**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 Tenant 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 and Owner's representatives, agents and employees 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; inspect; exterminate; install or work on master antennas or other systems or equipment; and to perform other work and make any and all repairs, alterations, or changes Owner decides are necessary. Tenant Rent will not be reduced because of any of the foregoing.
- B.** To show the Apartment to potential buyers or lenders.
- C.** For ninety (90) days before the end of the Lease Term, to show the Apartment to persons who wish to lease it.
- D.** If, during the last month of the Lease, Tenant has moved out and removed all or almost all of Tenant's property from the Apartment, Owner may enter the Apartment to make changes, repairs, or redecorations. Tenant's Rent will not be reduced for that month and this Lease will not be ended by Owner's entry.
- E.** If, at any time, Tenant is not personally present to permit Owner or Owner's representatives, agents or employees to enter the Apartment and entry is necessary or allowed by law or under this Lease, Owner or Owner's representatives, agents or employees may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner or Owner's representatives, agents or employees will not be responsible to Tenant, unless during such entry, any authorized party is negligent or misuses Tenant's property.

**15. ASSIGNING; SUBLETTING; ABANDONMENT**

- A. ASSIGNING AND SUBLETTING.** Tenant cannot assign this Lease or sublet all or part of the Apartment or permit any other person to use the Apartment (other than a Permitted Occupant without the prior written consent of the Owner, which Tenant acknowledges may be withheld by Owner in its sole and absolute discretion, for any reason or no reason. If Tenant assigns this Lease or sublet all or part of the Apartment and fail to obtain Owner's prior written consent, in addition to any and all other rights of Owner under this Lease and at law and/or in equity, Owner has the right to cancel the Lease. Tenant must get Owner's written permission as provided for herein, each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this Lease after an assignment or sublet is permitted, even if Owner accepts money from the assignee or subtenant. The amount accepted will be credited toward money due from Tenant, as Owner shall determine. The

assignee or subtenant does not become Owner's tenant. Tenant is responsible for acts and neglect of any person in the Apartment. Notwithstanding the foregoing, Owner expressly reserves the right to terminate this Lease with respect to the Apartment upon the receipt by Owner of any request for assignment or sublease ("Owner's Recapture Right"). Owner's Recapture Right, if exercised, must be sent to Tenant in writing within thirty (30) days after Tenant's request to assign or sublet the Apartment. In the event that Owner consents to an assignment and elects not to exercise Owner's Recapture Right, Tenant shall reimburse Owner for all of Owner's attorneys' fees in connection with the review of the assignment or sublease. In the event that Owner agrees to an assignment or sublease, subject to applicable law, Owner shall be entitled to one hundred percent (100%) of any consideration or rent over and above that Rent provided for in this Lease. The sublease shall provide that the subtenant shall, at Owner's option, attorn to Owner upon any termination of this Lease.

- B. ABANDONMENT.** If Tenant moves out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended. Tenant will remain responsible for each monthly payment of Rent and Additional Rent as it becomes due until the end of this Lease. In case of abandonment, Tenant's responsibility for Rent and Additional Rent will end only if Owner chooses to end this Lease for default as provided in Article 16.

## 16. DEFAULT

- A.** Tenant defaults under the Lease if Tenant acts in any of the following ways:

- (i) Tenant fails to carry out any agreement or provision of this Lease;
- (ii) Tenant does not take possession or move into the Apartment fifteen (15) days after the beginning of this Lease; or
- (iii) Tenant and the Permitted Occupants of the Apartment move out permanently before this Lease ends;

If Tenant defaults in any one of these ways, other than a default in the agreement to pay Rent and/or Additional Rent, Owner may serve Tenant with a written notice to stop or correct the specified default within ten (10) days. Tenant must then either stop or correct the default within such ten (10) day period, or, if the nature of the default is not reasonably capable of being cured within such ten (10) day period, then Tenant must begin to take all steps necessary to correct the default within ten (10) days and thereafter diligently continue to do all that is necessary to correct the default as soon as possible (however, in no event shall any extension of the aforesaid ten (10) day period exceed thirty (30) days).

- B.** If Tenant does not stop, correct or begin to materially correct a default within ten (10) days as provided for above, or engages in Objectionable Conduct, Owner shall give Tenant a written notice that this Lease will end six (6) days after the date such written notice is sent to Tenant. At the end of the six (6) day period, this Lease will end and Tenant then must move out of the Apartment. Even though this Lease ends, Tenant will remain liable to Owner for unpaid Rent and/or Additional Rent up to the end of this Lease, and damages caused to Owner after that time as stated in Article 17.
- C.** If Owner does not receive the Rent and/or Additional Rent within five (5) days of when this Lease requires, Owner or Owner's agent shall send Tenant, via certified mail, a written notice stating the failure to receive such Rent and/or Additional Rent. Provided Owner has served Tenant with a fourteen (14) day written demand, and Owner does not receive the overdue Rent (and Additional Rent, as applicable) within fourteen (14) days after such written fourteen (14) demand for Rent (and Additional Rent, as applicable) has been made, Owner may commence an action or summary proceeding seeking the payment of all Rent and/or Additional Rent. If the Lease ends, Owner may do the following: (i) enter the Apartment and retake possession of it if Tenant has moved out or (ii) go to court and ask that Tenant and all other occupants in the Apartment be compelled to move out.

Once this Lease has been ended, whether because of default or otherwise, Tenant gives up any right Tenant might otherwise have to reinstate this Lease.

## 17. REMEDIES OF OWNER AND TENANT'S LIABILITY If this Lease is ended by Owner because of Tenant's default, the following are the rights and obligations of Tenant and Owner.

- A.** Tenant must pay Rent and Additional Rent until this Lease has ended. Thereafter, Tenant must pay an equal amount for what the law calls "use and occupancy" until Tenant actually moves out.
- B.** Once Tenant is 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. Notwithstanding the foregoing, if Tenant vacates the Apartment in violation of the terms of this Lease, only then shall Owner use reasonable efforts to re-rent the Apartment at the lesser of the fair market value of the Apartment or the Rent paid hereunder.
- C.** Whether the Apartment is re-rented or not, Tenant must pay to Owner as damages:
- (i) the difference between the Rent in this Lease and the amount, if any, of the rents collected in any later lease of the Apartment for what would have been the remaining period of this Lease; and

(ii) Owner's expenses for the cost of getting Tenant out and re-renting the Apartment, including, but not limited to, putting the Apartment in good condition, repairing damages, decorating and/or cleaning the Apartment for re-rental, advertising the Apartment and for real estate brokerage fees; and

(iii) Owner's expenses for attorney's fees (except in the event of a default judgment).

D. Tenant shall pay all aforementioned 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.

E. If the Rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid Rent and damages which Tenant owes Owner, Tenant cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change Tenant's liability for damages. Except as may be provided for otherwise in Article 17(B) of this Lease, Owner is not required to re-rent the Apartment.

**18. ADDITIONAL OWNER REMEDIES; LEGAL FEES** If Tenant does not do everything Tenant has agreed to do, or if Tenant does anything which shows that Tenant intends not to do what Tenant has agreed to do, Owner has the right to ask a Court to make Tenant carry out Tenant's agreements 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 (INCLUDING BUT NOT LIMITED TO LEGAL FEES)**

A. Tenant must reimburse Owner for any of the following fees and expenses incurred by Owner:

- (i) Making any repairs to the Apartment or the Building, including any appliances in the Apartment, which result from misuse, omissions or negligence by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other visitors to the Apartment;
- (ii) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concerning the Apartment or the Building which Tenant, the Permitted Occupants of the Apartment, the Tenant Parties, or any other persons who visit the Apartment or work for Tenant have caused;
- (iii) Preparing the Apartment for the next tenant if Tenant moves out of the Apartment before the Lease ending date without Owner's prior written consent;
- (iv) ~~Any legal fees and disbursements for the preparation and service of legal notices; legal actions or proceedings brought by Owner against Tenant because of a default by Tenant under this Lease; or for defending lawsuits brought against Owner because of the actions of Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment;~~
- (v) Removing any of Tenant's property from the Apartment after this Lease is ended;
- (vi) Any miscellaneous charges payable to the Owner for services Tenant requested that are not required to be furnished Tenant under this Lease for which Tenant has failed to pay the Owner and which Owner has paid;
- (vii) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Lease by Tenant, the Permitted Occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment or work for Tenant.

These fees and expenses shall be paid by Tenant to Owner as Additional Rent within ten (10) business days after Tenant receives Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, Tenant will still be liable to Owner for the same amount as damages. In the event Tenant does not reimburse Owner within such ten (10) business day period, Owner shall be entitled to deduct the fees and expenses from the Security Deposit.

~~B. Tenant has the right to collect reasonable legal fees and expenses incurred in a successful defense by Tenant of a lawsuit brought by Owner against Tenant or brought by Tenant against Owner to the extent provided by Real Property Law, Section 234.~~

**20. PROPERTY LOSS, DAMAGES OR INCONVENIENCE** Tenant understands and agrees that unless caused by the gross negligence or willful misconduct of Owner or Owner's representatives, agents or employees, none of these authorized parties are responsible to Tenant for any of the following (i) any loss of or damage to Tenant or Tenant's property in the Apartment or the Building due to any accidental or intentional cause, including a theft or another crime committed in the Apartment or elsewhere in the Building; (ii) any loss of or damage to Tenant's property delivered to any employee of the Building (e.g., doorman, superintendent, etc.); or (iii) any damage or inconvenience caused to Tenant by actions, negligence or violations of their lease made by any other tenant or person in the Building except to the extent required by law. Tenant further understands and agrees that Owner's employees are not authorized by Owner to care for Tenant's personal property. Owner is not responsible for any loss, theft, damage to Tenant's personal property, or any injury caused by the property or its use by Building employees.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or on 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. Owner will not be liable to Tenant 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 Tenant to cancel the Lease.

## 21. FIRE OR CASUALTY

- A. Tenant shall give Owner immediate notice in case of fire or other damage to the Apartment. 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 subparagraph C below or by Tenant under subparagraph D below. However, the Rent will be reduced as of the date of the fire, accident or other casualty. This reduction will be based upon the square footage of the Apartment which is unusable, as determined by Owner.
- B. Owner will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below. For the sake of clarity and emphasis, Owner is not required to repair or restore the Apartment or replace the furnishings, decorations or any of Tenant's property, and furthermore (unless otherwise agreed to by Owner in writing), Owner shall not be responsible for any delays due to settling insurance claims, obtaining cost estimates, labor, material, equipment and/or supply problems, force majeure or for any other delay beyond Owner's reasonable control. If the Lease is cancelled, Owner need not restore the Apartment.
- 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 Tenant written notice of this decision within the later of sixty (60) days after the date when the damage occurred or ten (10) business days after Owner is advised by its insurance carrier as to the amount of insurance proceeds it will have available to restore the Apartment. If there is substantial damage to the Apartment or if the Apartment is completely unusable, Owner may cancel this Lease by giving Tenant written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives Tenant such notice, this Lease will end sixty (60) days from the last day of the calendar month in which Tenant was given notice.
- D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in thirty (30) days, Tenant may give Owner written notice that Tenant ends the Lease. If Tenant gives that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund Tenant's Security Deposit and the pro-rata portion of Rent (and Additional Rent, as applicable) paid for the month in which the casualty happened.
- E. Unless prohibited by the applicable policies, to the extent that such insurance is collected, Tenant and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.
- F. Tenant acknowledges that if fire, accident, or other casualty causes damage to any of Tenant's personal property in the Apartment, including, but not limited to Tenant's furniture and clothes, the Owner will not be responsible to Tenant for the repair or replacement of any such damaged personal property unless such damage was as a result of the Owner's negligence.

**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. Tenant shall have no claim against Owner for any damage resulting; Tenant also agrees that by signing this Lease, Tenant assigns to Owner any claim against the government or government agency for the value of the unexpired portion of this Lease.

**23. SUBORDINATION CERTIFICATE AND ACKNOWLEDGEMENTS** Notwithstanding any provisions to the contrary contained in this Lease, this Lease and Tenant's rights, are subject and subordinate to all present and future: (a) leases for the Building or the land on which it stands, (b) Owner's mortgage(s) now existing or hereinafter existing), (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. If certain provisions of any such mortgage come into effect, the holder of any such mortgage can end this Lease and such parties may commence legal action to evict Tenant from the Apartment . If this happens, Tenant acknowledges that Tenant has no claim against Owner or such lease or mortgage holder. If Owner requests, Tenant will sign promptly any acknowledgment(s) of the "subordination" in the form that Owner may require. Tenant authorizes Owner to sign such acknowledgment(s) for Tenant if Tenant fails to do so within five (5) days of Owner's request.

Tenant also agrees to sign (if accurate) a written acknowledgment within ten (10) days of request 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 Tenant has no present claim against Owner.

**24. TENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT** If Tenant pays the Rent and any required Additional Rent on time and Tenant does everything Tenant has agreed to do in this Lease, Tenant's tenancy cannot be cut off before the

ending date, except as provided for otherwise in this Lease, including, but not limited to, in Articles 21, 22, and 23.

**25. BILLS AND NOTICE; ELECTRONIC SIGNATURES** Any notice, statement, demand or other communication required or permitted to be given rendered or made by either party to the other, pursuant to this Lease or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this Lease) and shall be given by registered or certified mail, return receipt requested, or by overnight mail by a nationally recognized overnight carrier ~~[or via email]~~ [DELETE IF INAPPLICABLE], addressed to each of the following parties:

An electronic signature on this Lease, rider or any renewal of Owner or Tenant shall be deemed an original document and a binding signature pursuant to the Electronic Signatures and Records Act of the State Technology Law.

If to Owner:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Email address: \_\_\_\_\_ [DELETE IF INAPPLICABLE]

With a copy to:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

If to Tenant: at Apartment, subsequent to Commencement Date

Email address: \_\_\_\_\_ [DELETE IF INAPPLICABLE]

Prior to Commencement Date:

**564 Saint Johns Pl Apt 801**  
**Brooklyn, NY 11238**

Notwithstanding anything to the contrary contained in this Lease, any notice from Owner or Owner's agent or attorney may be delivered to Tenant personally at the Apartment. Notices shall be deemed received the next business day if by overnight carrier, the date of delivery if by personal delivery, or three (3) business days after being mailed if by registered or certified mail.

**26. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM**

- A. Both Tenant and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim (excluding compulsory counterclaims) on any matters concerning this Lease, the relationship of Tenant and Owner as lessee and lessor or Tenant's 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 Tenant which asks that Tenant be compelled to move out, Tenant cannot make a counterclaim unless Tenant is 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 Tenant's Rent and/or Additional Rent or fails once or more often to take action against Tenant when it has not done what Tenant has agreed to do in this Lease, the failure of Owner to take action or Owner's acceptance of Rent and/or Additional Rent does not prevent Owner from taking action at a later date if Tenant does not do what Tenant has agreed to do herein.
- B. Only a written agreement between Tenant and Owner can waive any violation of this Lease.
- C. If Tenant pays and Owner accepts an amount less than all the Rent and/or Additional Rent due, the amount received shall be considered to be in payment of all or part of the earliest Rent and/or Additional Rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the Rent and/or Additional Rent due unless there is a written agreement between Tenant and Owner.
- D. Any agreement to end this Lease and also to end the rights and obligations of Tenant and Owner must be in writing, signed by Tenant and Owner or Owner's agent. Even if Tenant gives keys to the Apartment and they are accepted by Owner or Owner's representative, this Lease is not ended.

**28. CONDITION OF THE APARTMENT; APARTMENT RENTED "AS IS"** By signing this Lease Tenant acknowledges that Owner, Owner's representatives or superintendent has not made any representations or promises with respect to the Building or the Apartment except as herein expressly set forth. After signing this Lease but before Tenant begins

occupancy, Tenant shall have the opportunity to inspect the Apartment with Owner or Owner's agent to determine the condition of the Apartment. If Tenant requests such inspection, the parties shall execute a written agreement before Tenant begins occupancy of the Apartment attesting to the condition of the Apartment and specifically noting any existing defects or damages. Before taking occupancy of the Apartment, Tenant has inspected the Apartment (or Tenant has waived such inspection) and Tenant accepts it in its present condition "as is," except for any condition which Tenant could not reasonably have seen during Tenant's inspection. Tenant agrees that Owner has not promised to do any work in the Apartment except as specified in Exhibit C annexed hereto (if any) and made apart hereof.

## 29. HOLDOVER

- A. At the end of the Term, Tenant shall: (i) return the Apartment to the Owner in broom clean, vacant and in good condition, ordinary wear and tear excepted; (ii) remove all of Tenant's property and all of Tenant's installations, alterations and decorations (if so directed by Owner); and (iv) repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term ordinary wear and tear excepted.
- B. Tenant hereby indemnifies and agrees to defend and hold Owner harmless from and against any loss, cost, liability, claim, damage, fine, penalty and expense (including reasonable attorneys' fees and disbursements but excluding consequential or punitive damages) resulting from delay by Tenant in surrendering the Apartment upon the termination of this Lease, including any claims made by any succeeding tenant or prospective tenant or successor landlord founded upon such delay.
- C. If Tenant holds over possession after the expiration date of the Lease or earlier termination of the Lease term or any extended term of this Lease, such holding over shall not be deemed to extend the term of this Lease or renew this Lease. Under no circumstances (i) will such holdover constitute a month-to-month tenancy, (ii) shall this Article 29 imply any right of Tenant to remain in the Apartment after the expiration or earlier termination of this Lease, (iii) will Owner be prohibited from exercising any rights permitted by law against a holdover tenant; or (iv) will any monies paid by Tenant or accepted by Owner (e.g., Rent, Additional Rent, holdover rent or otherwise) after the expiration or earlier termination of this Lease be deemed to reinstate any form of tenancy between Tenant and Owner. In connection with such holdover, Tenant shall pay the following charges for the use and occupancy of the Apartment for each calendar month or part thereof (even if such part shall be a small fraction of a calendar month), which total sum Tenant agrees to pay to Owner per month promptly upon demand, in full, without set-off or deduction:
  - i) TWO (2) times the highest monthly Rent set forth in this Lease, plus
  - ii) Items of Additional Rent that would have been payable monthly pursuant to this Lease, had this Lease not expired or terminated,

The aforesaid provisions of this Article 29 shall survive the expiration or earlier termination of this Lease.

## 30. DEFINITIONS

- A. Owner: The term "Owner" means the person or organization receiving or entitled to receive Rent and Additional Rent from Tenant for the Apartment at any particular time other than a rent collector or managing agent of Owner. Owner is the person or organization that owns legal title to the Apartment. It does not include a former owner, even if the former owner signed this Lease.
- B. Tenant: The Term "Tenant" means the person or persons signing this Lease as lessee and the respective heirs, distributes, executors, administrators, successors and assigns of the signer. This Lease has established a lessor-lessee relationship between Owner and Tenant.

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

## 32. INSURANCE

- A. As a material inducement for Owner to enter into this Lease, Tenant shall obtain (i) liability insurance insuring Tenant, the Permitted Occupants of the Apartment, the Tenant Parties and any other people visiting the Apartment, and (ii) personal property insurance insuring Tenant's furniture and furnishings and other items of personal property located in the Apartment. Tenant may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment unless otherwise directed by Owner. Tenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.
- B. Owner is not liable for loss, expense, or damage to any person or property, unless due to Owner's gross negligence or wrongful acts. Owner is not liable to Tenant for permitting or refusing entry of anyone into the Building. Tenant must pay for damages suffered and reasonable expenses of Owner relating to any claim arising from any act, omission or neglect by Tenant. If an action is brought against Owner arising from Tenant's acts, omissions or neglect, Tenant shall defend Owner at Tenant's sole cost and expense with an attorney reasonably acceptable to Owner. Tenant is responsible for all acts, omissions or neglect of the Tenant Parties.

C. Tenant shall indemnify and save harmless Owner from and against any and all liability, penalties, losses, damages, expenses, suits and judgments arising from injury during the term of this Lease to person or property of any nature and also from any matter growing out of the occupation of the Apartment, provided however that such is not the result of Owner's gross negligence or wrongful acts or that of Owner's employees, or agents. Tenant agrees, at Tenant's sole cost and expense to procure and maintain at all times during the Lease term the following insurance:

(i) General Liability Insurance for an amount not less than **fifty thousand dollars (\$50,000.00)** ~~with an umbrella policy of no less than \_\_\_\_\_ Dollars (\$\_\_\_\_\_)~~ **[DELETE IF INAPPLICABLE OR INSERT AMOUNTS];** and; and

(ii) Renters Insurance, which covers any, and all personal property or belongings contained in the Apartment. Tenant agrees to hold Owner harmless regarding these personal belongings due to loss or damage except in cases of Owner's gross negligence.

D. The aforementioned insurance policies shall name Owner and the property manager (if applicable) as additional insureds or interests, as applicable. In the event of Tenant's failure to procure and/or maintain the aforementioned policies prior to the date possession of the Apartment is ready to be delivered to Tenant on the Lease Commencement Date, Owner may (i) refuse to deliver possession of the Apartment to Tenant until such time as evidence of such insurance is delivered by Tenant to Owner (however, Tenant shall nonetheless remain responsible for the payment of Rent and Additional Rent as of the Lease Commencement Date), and/or (ii) order such insurance policies, pay the premiums, and add the amount thereof to the Rent next coming due as Additional Rent, and the Owner shall have all rights and remedies for the collection thereof as is provided for collection of ordinary Rent. The abovementioned insurance policies shall provide for no less than thirty (30) days' notice of cancellation or modification to Owner, and Tenant shall provide Owner with a copy of such insurance policies. Evidence of the aforesaid coverage being in place shall be presented to the Owner on or before the first day of the term of this Lease and may be requested at any time during term of this Lease. Such insurance policies are to be written by a good and solvent company licensed to do business in the state of New York. Tenant shall immediately reimburse Owner for the cost of any insurance policy Owner obtains for the Apartment, including but not limited to insurance for Owner's furniture or furnishings in the Apartment. Tenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.

**33. FURNITURE [DELETE IF INAPPLICABLE]** ~~The Apartment is being leased as fully furnished. All furniture and furnishings contained in the Apartment (the "Apartment Furniture") are listed in Exhibit D annexed hereto (if any) and made apart hereof. Tenant shall accept the Apartment Furniture "as is" on the commencement date of this Lease. Owner represents that all Apartment Furniture is in good repair and in working order on the commencement date of this Lease except as may be noted in Exhibit D.~~

~~Tenant shall take good care of the Apartment Furniture during the pendency of this Lease and shall be liable for any damages caused by Tenant or Tenant Parties to the Apartment Furniture. Tenant shall not be responsible for any damages to the Apartment Furniture not caused by Tenant or Tenant Parties or caused by ordinary wear and tear. Tenant shall surrender the Apartment Furniture when this Lease terminates in the same condition as on the date this Lease commenced, subject to ordinary wear and tear. If any repairs are required to the Apartment Furniture when this Lease terminates, Tenant shall pay Owner upon demand the cost of any required repairs.~~

~~Tenant may not remove the Apartment Furniture from the Apartment or change the location of the Apartment Furniture during the pendency of this Lease without Owner's prior written consent.~~

**34. BROKER [DELETE EITHER SUBPARAGRAPH A OR B; IF SUBPARAGRAPH B IS DELETED, INSERT NAME OF BROKER(S) IN SUBPARAGRAPH A]**

A. ~~Owner and Tenant represent that in the negotiation of this Lease they dealt with no broker(s) other than \_\_\_\_\_ (the "Tenant's Broker") and \_\_\_\_\_ (the "Owner's Broker") (hereinafter collectively referred to as the "Broker"). Such Broker(s) will be compensated by [Tenant][Owner] [CHOOSE ONE AND CROSS OUT THE OTHER ALTERNATIVE] in accordance with a separate agreement subject to a fully executed and delivered lease.~~

B. ~~Tenant represents to Owner that Tenant has not dealt with any real estate broker in connection with the leasing of the Apartment.~~

C. ~~Owner and Tenant hereby agree to indemnify, defend and hold harmless each other from and against any and all claims, demands, liabilities, suits, losses, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of any inaccuracy or alleged inaccuracy of the above representation. Owner shall have no liability for any brokerage commissions arising out of a sublease or assignment by Tenant. The provisions of this Article 34 shall survive the expiration or sooner termination of this Lease.~~

**35. TENANT'S OPTION TO RENEW [DELETE IF INAPPLICABLE; IF APPLICABLE, PLEASE INSERT NECESSARY**



# **INFORMATION]**

- A. ~~Tenant shall have the right to extend the term of this Lease for \_\_\_\_\_ year(s) commencing \_\_\_\_\_, and ending on \_\_\_\_\_, (the "Extension Term") provided: (i) Tenant gives Owner notice (the "Extension Notice"), in the manner required under this Lease, of Tenant's election to extend the term of this Lease; (ii) the Election Notice must be given to Owner at least ninety (90) days prior to the ending date of this Lease as stated in Article 2, TIME BEING OF THE ESSENCE; (iii) Tenant shall have been timely in Tenant's payment of Rent and Additional Rent and may not have been in default prior to delivering the Extension Notice or then be in default of any provisions of this Lease when the Extension Notice is given or on the commencement date of the Extension Term; and (iv) Tenant is occupying the Apartment and have not assigned this Lease nor sublet the Apartment. If Owner fails to receive the Extension Notice by the date specified herein, TIME BEING OF THE ESSENCE, this Article 35 shall be of no further force and effect.~~
- B. ~~The monthly Rent payable by Tenant during the Extension Term shall be \$\_\_\_\_\_.~~
- C. ~~All provisions of this Lease, except as specifically modified by this Article 35, shall be, and remain in, full force and effect during the Extension Term.~~

## **36. TERRACES, BALCONIES AND BACKYARDS [DELETE IF INAPPLICABLE]** All of the terms and conditions of this Lease apply to the terrace, balcony and/or backyard (as applicable). Tenant's use of the terrace or balcony must comply with any rules that may be provided to Tenant by Owner.

~~Tenant shall clean the terrace or balcony and keep the terrace or balcony free from snow, ice, garbage and other debris. No cooking is allowed on the terrace or balcony except as may be otherwise permitted by law. Tenant may not install a fence or any addition on the terrace or balcony. Tenant is responsible for making all repairs to the terrace or balcony if caused by Tenant, the Tenant Parties or any other visitor to the Apartment, at Tenant's sole expense.~~

## **37. LEAD PAINT DISCLOSURE [DELETE IF THE BUILDING WAS ERECTED AFTER 1978]** Simultaneously with the execution of this Lease, Tenant and Owner shall sign and complete the disclosure of information on lead-based paint and/or lead-based paint hazards annexed as a rider attached to this Lease. Tenant acknowledges receipt of the pamphlet, "Protect Your Family From Lead in Your Home" prepared by the United States Environmental Protection Administration.

## **38. PETS [DELETE EITHER SUBPARAGRAPH A OR B; IF SUBPARAGRAPH A IS DELETED, INSERT NECESSARY INFORMATION IN SUBPARAGRAPH B]**

- A. ~~Tenant may not keep any pets in the Apartment. IF TENANT BREACHES THIS SECTION, TENANT WILL FORFEIT TWENTY PERCENT (20%) OF THE SECURITY DEPOSIT TO OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT.~~
- B. ~~Tenant may keep pets in the Apartment provided: (i) Tenant obtains the prior written consent of Owner; and (ii) Tenant complies with any rules with respect to the keeping of pets in the Apartment. Owner hereby consents to the following pet(s): \_\_\_\_\_~~

## **39. KEYS/SECURITY**

- A. ~~Tenant shall not remove, alter, or change in any way the existing locks, security codes or keys that are provided for the Apartment or any part thereof. Tenant assumes liability for any person keys are entrusted to. The name, address and telephone number of any person with an additional set of keys to the Apartment are required to be furnished to Owner or its managing agent. Only Owner may make such additional sets of keys upon Tenant's written request with the abovementioned information. Owner will not refuse any such reasonable request. All extra sets of keys must be returned to Owner no later than one (1) day prior to move out unless agreed to by Owner. In the event that all keys are not returned to the Owner by or before the last day of tenancy, Tenant agrees to pay for the replacement cost as mentioned below (or part thereof if Owner deems it appropriate).~~
- B. ~~Tenant agrees and understands that Tenant will be charged a re-keying fee in the sum of **\$350.00** for the entrance door each and every time a key replacement is required or deemed necessary by Owner if the need arises due to Tenant's loss of the key, employee changes, or request. Said charges shall be deemed Additional Rent.~~

## **40. WINDOW GUARDS** Simultaneously with the execution of this Lease, Tenant shall complete and deliver to Owner a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York annexed as a rider attached to this Lease. Tenant acknowledges that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

## **41. BED BUG DISCLOSURE** Tenant and Owner shall sign and complete the disclosure of bedbug infestation history annexed as a rider attached to this Lease.

- 42. SPRINKLER DISCLOSURE** Tenant and Owner shall sign and complete the sprinkler disclosure annexed as a rider attached to this Lease.
- 43. OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS** Owner shall complete and deliver to Tenant the Occupancy Notice for Indoor Allergen Hazards annexed as a rider attached to this Lease. Owner acknowledges that it has delivered to Tenant "What Every Tenant Should Know About Indoor Allergens" and Tenant acknowledges receipt of such notice.
- 44. STOVE KNOB COVERS** Simultaneously with the execution of this Lease, Tenant shall complete and deliver to Owner the Annual Notice for Tenants in Multiple Dwelling Units with gas-powered stoves annexed as a rider attached to this Lease.
- 45. NO SHORT TERM RENTAL** Under no circumstances shall Tenant put a listing for the Apartment on Airbnb or for other similar short term rental (i.e., a rental for less than thirty (30) days), or use the Apartment for same. If Tenant does so, Owner has the right to immediately terminate this Lease.

TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT. IF TENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION, THE RIGHT TO TERMINATE THIS LEASE ON SIX (6) DAYS' WRITTEN NOTICE TO TENANT AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS LEASE AND AT LAW OR EQUITY, TENANT WILL FORFEIT THE ENTIRE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT SHALL ALSO BE RESPONSIBLE FOR ANY AND ALL FINES AND PENALTIES IMPOSED BY ANY GOVERNMENTAL OR QUASI -GOVERNMENTAL AGENCY OR BODY.

- 46. INDEMNIFICATION** Tenant shall indemnify and save harmless Owner and Owner's agents and, at Owner's option, defend Owner and Owner's agents against and from any and all claims against Owner and Owner's agents arising wholly or in part from any act, omission or negligence of Tenant or the Tenant Parties. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs, damages and expenses of any kind or nature (including without limitation attorney's and other professional fees and disbursements) incurred in or in connection with any such claims (including any settlement thereof) or proceeding brought thereon, and the defense thereof
- 47. NOISE** Tenant shall not create any unreasonable noise levels which shall interfere with the quiet enjoyment of the other tenants of the Building or the neighbors of the Building. Tenant agrees to promptly notify Owner in writing of all noise complaints or summons which Tenant receives in writing, and to submit a proposal reasonably satisfactory to Owner as to how to handle same and assure that such complaints shall not recur. TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT. IF TENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS LEASE AND AT LAW OR EQUITY, TENANT WILL FORFEIT THE ENTIRE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY).
- 48. WAIVER OF LIABILITY** Anything contained in this Lease to the contrary notwithstanding, Tenant agrees that Tenant shall look solely to the estate and property of Owner in the Apartment or to any proceeds obtained by Owner as a result of a sale by Owner of the Apartment, for the collection of any judgment (or other judicial process) requiring the payment of money by Owner in the event of any default or breach by Owner with respect to any of the terms and provisions of this Lease to be observed and/or performed by Owner, subject, however, to the prior rights of any lessor under a superior lease or holder of a superior mortgage. No other assets of Owner or any partner, officer, director or principal of Owner, shall be subject to levy, execution or other judicial process for the satisfaction of Tenant's claim hereunder.
- 49. OWNER'S APPROVAL** If Tenant shall request Owner's approval or consent and Owner shall fail or refuse to give such approval or consent, Tenant shall not be entitled to any damages for any withholding or delay of such approval or consent by Owner, it being intended that Tenant's sole remedy shall be an action for injunction without bond or specific performance (the rights to money damages or other remedies being hereby specifically waived. Furthermore, such remedy shall be available only in those cases where Owner shall have expressly agreed in writing not to unreasonably withhold its consent or approval (as applicable), or where as a matter of law, Owner may not unreasonably withhold its consent or approval. In such event, provided Tenant is successful therein, Owner shall be responsible to pay Tenant's actual costs and expenses incurred therein, including reasonable attorneys' fees.
- 50. BANKRUPTCY; INSOLVENCY** If (i) Tenant files a voluntary petition in bankruptcy or insolvency or are the subject of an involuntary bankruptcy proceeding, (ii) Tenant assigns property for the benefit of creditors, or (iii) a non-bankruptcy trustee

or receiver of Tenant's or Tenant's property is appointed, Owner may give Tenant thirty (30) days' notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the thirty (30) day period, the Term shall end as of the date stated in the notice. Tenant must continue to pay Rent and Additional Rent and any damages, losses and expenses due Owner without offset.

**51. CONTROLLING LAW** Tenant acknowledges that by negotiating and entering into this Lease, Tenant has transacted business within the State of New York. Any action, proceeding or claim arising out of this Lease or breach thereof, shall be litigated within the State of New York and the parties consent to the personal jurisdiction of the courts (including the New York City Housing Court) within the State of New York and consent that any process may be served either personally, by facsimile or by certified or registered mail, return receipt requested, to Tenant at Tenant's address as set forth in this Lease, or in any manner provided by New York Law.

Tenant shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity and shall be subject to, and Tenant shall agree to consent to, the service of process in, and the jurisdiction of, the courts of, New York State.

**52. OWNER'S CONTROL** The Lease shall not end or be modified nor will Tenant's obligations be ended or modified if for any cause not fully within Owner's reasonable control, Owner is delayed or unable to (a) fulfill any of Owner's promises or agreements, or (b) supply any required service or (c) make any required repairs to the Apartment.

**53. COUNTERPARTS** This Lease may be executed in any number of identical counterparts and by scanned or facsimile signature, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.

**54. BINDING EFFECT** It is expressly understood and agreed that this Lease shall not constitute an offer or create any rights in Tenant's favor, and shall in no way obligate or be binding upon Owner, and this Lease shall have no force or effect until this Lease is duly executed by Tenant and Owner and a fully executed copy of this Lease is delivered to both Tenant and Owner.

**55. SMOKING** THERE IS NO SMOKING PERMITTED INSIDE THE APARTMENT (OR ON THE BALCONY OR TERRACE, IF ANY) UNDER ANY CIRCUMSTANCES. IF TENANT DISREGARDS THIS AGREEMENT, TENANT WILL FORFEIT ONE-THIRD (1/3) OF THE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT.

TENANT AND OWNER SHALL SIGN AND COMPLETE THE BUILDING'S SMOKING POLICY ANNEXED AS RIDER ATTACHED TO THIS LEASE.

**56. GARBAGE, REFUSE AND RECYCLING** Tenant shall comply with the rules and regulations of the Building in all respects, including, but not limited to, those regarding garbage and recycling laws. Tenant shall not place any large articles outside of the Apartment except in compliance with the rules and regulations of the Building in all respects. Tenant agrees to promptly pay Owner for any violations for violation of Tenant's obligations pursuant to this Article 56.

**57. TOILETS/PLUMBING FIXTURES** The toilets and plumbing fixtures shall only be used for the purposes for which they were designed or built for. No feminine hygiene or similar products such as paper towels may be discarded in the toilets or plumbing fixtures.

**58. EMERGENCIES** Tenant will provide Owner with list of persons to contact in the event of an emergency. Emergencies include, but are not limited to: health and safety of Tenant or guests, water damage or fire, or unauthorized persons attempting entry into the Apartment without Owner's knowledge.

**59. BICYCLES [DELETE IF INAPPLICABLE]** All bicycles are expressly forbidden in the Apartment.

**60. ALARM SYSTEM [DELETE IF INAPPLICABLE]** Tenant hereby acknowledges and agrees that the Apartment comes equipped with an alarm system (the "Alarm System") which must be turned on each and every time that Tenant leaves the Apartment unoccupied for an extended period of time. Owner shall deliver codes to Tenant to the Alarm System prior to Lease commencement. Tenant acknowledges that Tenant shall not change the Alarm System codes under any circumstances without the prior written consent of Owner. Tenant acknowledges and agrees that the foregoing is a material inducement for Owner to enter into this Lease, and but for said covenant, Owner would not have executed this Lease. Notwithstanding the presence of the Alarm System in the Apartment, Tenant hereby acknowledges and agrees that Owner will not be responsible for any loss or lost or stolen personal property, equipment, money or any article taken from the Apartment regardless of how or when such loss occurs.

**61. THIRD PARTY BENEFICIARY** This Lease is an agreement solely for the benefit of Owner and Tenant (and their permitted successors and/or assigns). No person, party or entity other than Owner and Tenant shall have any rights hereunder or be entitled to rely upon the terms, covenants and provisions contained herein. The provisions of this Article

61 shall survive the termination hereof.

**62. MOVING IN, VACATING APARTMENT AND TERMINATION**

- A. Should Owner become concerned with the inadequate care and/or supervision of Tenant's moving company's crew, Tenant shall instruct moving personnel to comply with Owner's reasonable request for added protection throughout the Apartment. All moving personnel must be fully insured and reasonable proof of such insurance must be supplied to Owner before moving will be permitted on or in the Apartment.
- B. In the course of Tenant's moving in, out or having items delivered to the Apartment, should there be any damage to the halls, doors or any other part of the Apartment or the Building, Tenant shall be responsible to pay for the repair of such damage.
- C. Upon the expiration of this Lease, Tenant shall return the Apartment in broom clean condition. Additional cleaning charges incurred by Owner due to Tenant's breach of this Article 62 shall be borne by Tenant and shall be deemed Additional Rent.

**63. OWNER UNABLE TO PERFORM** Notwithstanding anything to the contrary contained in this Lease, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to the payment of Rent and Additional Rent to be paid by Tenant pursuant to this Lease (any of the foregoing "Force Majeure") shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage.

**64. ILLEGALITY.** If a term in this Lease is illegal, invalid or unenforceable, the rest of this Lease remains in full force.

**SIGNATURES CONTINUED ON NEXT PAGE**

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

|           |      |                                                                                                                                                                                                           |      |
|-----------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------|
| Witnesses |      | BY: BEDFORD COURTS III LLC                                                                                                                                                                                |      |
| <hr/>     |      | <hr/>                                                                                                                                                                                                     |      |
| (Witness) | Date | (Bedford Courts III LLC)                                                                                                                                                                                  | Date |
| <hr/>     |      |  <b>Signed by Mark De Souza</b><br>Fri Sep 30 2022 02:06:04 PM EDT<br>Key: DAC2AE17; IP Address: 108.6.103.177           |      |
| <hr/>     |      | <hr/>                                                                                                                                                                                                     |      |
| (Witness) | Date | Mark De Souza (Tenant)                                                                                                                                                                                    | Date |
| <hr/>     |      |  <b>Signed by Jessica K. Ordaz Garcia</b><br>Fri Sep 30 2022 02:08:08 PM EDT<br>Key: B4D58069; IP Address: 108.6.103.177 |      |
| <hr/>     |      | <hr/>                                                                                                                                                                                                     |      |
| (Witness) | Date | Jessica K. Ordaz Garcia (Tenant)                                                                                                                                                                          | Date |

# AMENITIES AGREEMENT MARKET APARTMENTS 1101 PRESIDENT STREET, BROOKLYN, NY

|                                                                    |                             |
|--------------------------------------------------------------------|-----------------------------|
| Licensee Name                                                      |                             |
| Tenant of Record Name<br>Mark De Souza and Jessica K. Ordaz Garcia |                             |
| Address<br>1101 President Street #725, Brooklyn, NY 11225          | Telephone<br>(646) 589-5565 |

Execution of this Agreement by the undersigned occupant (referred to herein as the "Licensee") of apartment **725** ("Apartment"), shall entitle the Licensee to the use of the amenities (hereinafter the "Amenities") at the premises known as **The Arch**, located at **1101 President Street**, in the City of **Brooklyn**, and State of **NY**, subject to compliance by the Licensee with all of the terms and conditions of this Agreement.

The tenant(s) of record of apartment **725** is/are **Mark De Souza and Jessica K. Ordaz Garcia** (referred to herein as the "Tenant").

The Amenities include the following:

- Indoor Fitness Center
- Outdoor Fitness Center
- Outdoor Roof Deck
- Business Center
- Resident Lounge

In consideration of the privileges granted herein, the Licensee hereby agrees as follows:

1. The term ("Term") of this License shall commence on **December 29, 2022** ("Commencement Date") and expire either on the date on which Licensee vacates the Apartment or the date on which the Apartment's Lease terminates or expires on **May 28, 2024**, whichever is earlier ("Expiration Date"), unless the Term shall terminate pursuant to any of the terms of this License or pursuant to law. In no event shall the Term extend beyond the earlier of the date on which Licensee vacates the Apartment or the date on which the Apartment Lease terminates or expires.
2. In consideration for the granting by Licensor of the License to Licensee, Licensee shall pay to Licensor a license fee ("License Fee") equal to the sum of **\$65.00** per month in advance, on the first day of each month. Licensor may increase the License Fee on thirty (30) days prior notice to Licensee. The License Fee shall be deemed Additional Rent under the Lease. In the event that the License Fee is not received on or before the **sixth (6th)** day of the month, a late charge shall be charged in accordance with the late payment provisions of the Lease.
3. Licensee (and any additional licensee) shall be provided with an electronic keyfob to gain admission to the Amenities. The keyfob assigned to the Licensee shall be used solely by the Licensee and shall not be transferable, except as provided herein.
4. Use of the Amenities shall be on a first come, first served basis. The Landlord (referred to herein as the "Licensor" and as the "Landlord") does not guaranty availability of the Amenities to all licensees at all times, and the use of the Amenities may be limited or restricted in the sole discretion of the Licensor, and may, under all circumstances, be utilized only by licensees who reside in the subject building.
5. **Hours of Operation:** The amenities hours of operation are specified herein. The hours of operation are subject to change at any time.
6. **General Rules & Regulations:**
  - A. The Resident Manager is available for handling all questions regarding membership, policies and procedures, reservations and room rentals, and is available **8am to 4pm**, by calling **(718) 519-6900**.
  - B. Except where specified herein, proper attire for the amenities shall consist of, at a minimum, shirt, shorts, and footwear.
  - C. Licensee agrees and understands that **all Amenity areas** are smoke-free (i.e. smoking is not permitted) and food and beverage use is subject to the Rules that are and/or will be posted.

- D. Except where specified herein, no use of electrical appliances is permitted, and no music may be played or produced.
- E. All independent service providers (personal trainers, exercise class instructors, caterers, etc.) must register prior to being allowed entry to the amenities and must be accompanied by Licensee. Licensee can refer to the Resident Manager for registration information.
- F. Licensee must adhere to the age limit restrictions per designated area.
- G. A licensee wishing to bring a guest(s) must register their guest(s) in advance. Except where specified herein, the licensee wishing to bring a guest must at least eighteen (18) years of age.
- H. Under no circumstances are any guests to receive instruction from personal trainers, exercise class instructors, or any other instructor.
- I. Except where specified herein, a non-resident caretaker/guardian shall be considered a guest.
- J. Except where specified herein, all guests must be accompanied by the Licensee throughout the visit.
- K. Licensees shall have a priority for the use of the Amenities.
- L. Licensee agrees that s/he will not permit the guest to do anything that will interfere with the rights, comforts or convenience of other licensee, and Licensee shall be liable for the behavior and actions of any guest they bring. Therefore, it is required that Licensee obtain insurance (renter's insurance) for their respective apartment. When Licensee obtains renter's insurance, Licensee must name thereon the Licensor herein and its "principals and agents" as "additional assureds".

## 7. Indoor Fitness Center – Rules & Regulations

- A. The hours of operation for the Indoor Fitness Center are as follows: **8am to 10pm**.
- B. The Indoor Fitness Center shall be used only by persons who are least sixteen (16) years of age or older. Children under the age of sixteen (16) must be accompanied by an adult guardian.
- C. Licensee may bring up to **0 guests** guests maximum at a time.
- D. Equipment use is on a first come, first serve basis. When other members are waiting to use a piece of exercise equipment, Licensee shall limit his/her use of said piece of equipment to thirty (30) minutes.
- E. After Licensee has completed using a piece of equipment, Licensee must wipe down the piece of equipment.
- F. Licensee must return any equipment accessories used to their original location.
- G. Licensee must not drop weights or make loud noises during his/her workout.
- H. Food and drink are prohibited in exercise spaces, except for water in shatterproof bottles.
- I. Licensee is responsible for disposing of all garbage (cups, wipes, etc.).
- J. Open toed shoes and/or bare feet are not permitted.
- K. Management is not responsible for any personal items left in the Indoor Fitness Center.
- L. Amenity use is on a first come, first serve basis. However, if advance reservations are made with the Resident Manager, the reservation takes precedence.
- M. Rental agreements are required for all functions where the number of guests will exceed the maximum guest limit as specified in subparagraph C above.

## 8. Outdoor Fitness Center – Rules & Regulations

- A. The hours of operation for the Outdoor Fitness Center are as follows: **8am to 10pm**.
- B. The Outdoor Fitness Center shall be used only by persons who are least sixteen (16) years of age or older. Children under the age of sixteen (16) must be accompanied by an adult guardian.
- C. Licensee may bring up to **0 guests** guests maximum at a time.
- D. Equipment use is on a first come, first serve basis. When other members are waiting to use a piece of exercise equipment, Licensee shall limit his/her use of said piece of equipment to thirty (30) minutes.
- E. After Licensee has completed using a piece of equipment, Licensee must wipe down the piece of equipment.
- F. Licensee must return any equipment accessories used to their original location.

- G. Licensee must not drop weights or make loud noises during his/her workout.
- H. Food and drink are prohibited in exercise spaces, except for water in shatterproof bottles.
- I. Licensee is responsible for disposing of all garbage (cups, wipes, etc.).
- J. Open toed shoes and/or bare feet are not permitted.
- K. Management is not responsible for any personal items left in the Outdoor Fitness Center.
- L. Amenity use is on a first come, first serve basis. However, if advance reservations are made with the Resident Manager, the reservation takes precedence.
- M. Rental agreements are required for all functions where the number of guests will exceed the maximum guest limit as specified in subparagraph C above.

#### 9. Outdoor Roof Deck – Rules & Regulations

- A. The hours of operation for the Outdoor Roof Deck are **8am to 10pm**
- B. The Outdoor Roof Deck shall be used only by persons who are least sixteen (16) years of age or older. Children ages six (6) to fifteen (15) years of age must be accompanied by an adult guardian. Children under the age of six (6) may be accompanied by a nanny/babysitter/child care provider.
- C. Licensee may bring up to **2 guests** guests maximum at a time.
- D. The presence of the Licensee is not required, only if Licensee's child/children under the age of six are accompanied and supervised by Licensee's nanny/babysitter/child care provider. In these situations, the nanny/babysitter/child care provider shall be considered a "guest" of the Licensee. In order to access the Outdoor Roof Deck, the Licensee's nanny/babysitter/child care provider is permitted to use the Licensee's keyfob.
- E. The Outdoor Roof Deck shall include the following equipment, which shall be available on a first come, first serve basis:
  - 1. Grills: specific rules and regulations regarding use of the grills shall be posted near the grill area, and are subject to change at any time;
  - 2. Prep kitchen;
  - 3. Dining tables and chairs;
  - 4. Lounge chairs;
  - 5. Sofas; and
  - 6. Coffee Tables.
- F. Amenity use is on a first come, first serve basis. When other members are waiting to use a piece of equipment, Licensee shall limit his/her use of said piece of equipment to sixty (60) minutes.
- G. Food may only be eaten on shatterproof plates or containers with non-breakable utensils. Drinks must be in shatterproof bottles or cups.
- H. No balls or toys may be brought to the Outdoor Roof Deck.
- I. Management is not responsible for any personal items left in the Outdoor Roof Deck.
- J. Amenity use is on a first come, first serve basis. However, if advance reservations are made with the Resident Manager, the reservation takes precedence.
- K. Rental agreements are required for all functions where the number of guests will exceed the maximum guest limit as specified in subparagraph C above.

#### 10. Business Center – Rules & Regulations

- A. The hours of operation for the Business Center are as follows: **8am to 10pm**.
- B. The Business Center shall be used only by persons who are least sixteen (16) years of age or older. Children ages six (6) to fifteen (16) years of age must be accompanied by an adult guardian. Children under the age of six (6) may be accompanied by a nanny/babysitter/child care provider.
- C. Licensee may bring up to **2 guests** guests maximum at a time.

- D. The presence of the Licensee is not required, only if Licensee's child/children under the age of six are accompanied and supervised by Licensee's nanny/babysitter/child care provider. In these situations, the nanny/babysitter/child care provider shall be considered a "guest" of the Licensee. In order to access the Indoor Lounge, the Licensee's nanny/babysitter/child care provider is permitted to use the Licensee's keyfob.
- E. The Business Center shall include the following equipment, which shall be available on a first come, first serve basis:
  - 1. Conference tables and chairs;
  - 2. Couches;
  - 3. Coffee Tables
- F. When other members are waiting to use a piece of furniture, Licensee shall limit his/her use of said piece of equipment to sixty (60) minutes.
- G. Food may only be eaten on shatterproof plates or containers with non-breakable utensils. Drinks must be in shatterproof bottles or cups.
- H. TManagement is not responsible for any personal items left in the Business Center.
- I. Amenity use is on a first come, first serve basis. However, if advance reservations are made with the Resident Manager, the reservation takes precedence.
- J. Rental agreements are required for all functions where the number of guests will exceed the maximum guest limit as specified in subparagraph C above.

#### 11. Resident Lounge – Rules & Regulations

- A. The hours of operation for the Resident Lounge are as follows: **8am to 10pm.**
- B. The Resident Lounge shall be used only by persons who are least sixteen (16) years of age or older. Children ages six (6) to fifteen (16) years of age must be accompanied by an adult guardian. Children under the age of six (6) may be accompanied by a nanny/babysitter/child care provider.
- C. Licensee may bring up to **2 guests** guests maximum at a time.
- D. The presence of the Licensee is not required, only if Licensee's child/children under the age of six are accompanied and supervised by Licensee's nanny/babysitter/child care provider. In these situations, the nanny/babysitter/child care provider shall be considered a "guest" of the Licensee. In order to access the Indoor Lounge, the Licensee's nanny/babysitter/child care provider is permitted to use the Licensee's keyfob.
- E. The Resident Lounge shall include the following equipment, which shall be available on a first come, first serve basis:
  - 1. Couches;
  - 2. Club chairs;
  - 3. Table and chairs;
  - 4. Small Kitchen with sink.
- F. When other members are waiting to use a piece of furniture, Licensee shall limit his/her use of said piece of equipment to sixty (60) minutes.
- G. Food may only be eaten on shatterproof plates or containers with non-breakable utensils. Drinks must be in shatterproof bottles or cups
- H. Management is not responsible for any personal items left in the Resident Lounge.
- I. Amenity use is on a first come, first serve basis. However, if advance reservations are made with the Resident Manager, the reservation takes precedence.
- J. Rental agreements are required for all functions where the number of guests will exceed the maximum guest limit as specified in subparagraph C above.

12. The Amenities may never be utilized for more than \_\_\_\_\_ at a time.

13. Licensee understands and acknowledges that in the event the Licensee fails to leave the Amenity areas clean, or cause any damage to such areas, the Licensee 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 **\$300.00** per hour.

14. The Licensor reserves the right to close all or part of any of the Amenities, and/or to interrupt or discontinue the Amenities. There is no obligation on the part of the Landlord to continue to provide the Amenities.
15. The Licensee shall comply with all rules, regulations and directives posted by the Licensor in the Amenity areas, which rules, regulations and directives may be changed from time to time by Licensor in its sole discretion. The Licensee shall ensure compliance with such rules, regulations and directives by all of Licensee'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 License in the sole and absolute discretion of the Licensor in accordance with terms and conditions of ¶ 24 herein.
16. The Licensor, its affiliates, agents and employees shall not be liable for loss, theft or damage to the property of Licensee or Licensee's guests. The Licensee shall be required to pay or reimburse any claim, cost, liability, fee, expense and/or attorney's fees arising from the Licensee's or Licensee's guests' negligence or misconduct, including expenses related to replacement or repair of personal property, equipment or machinery located in or about the building and/or the gym and/or roof deck.
17. Use of the Amenities is at the Licensee's risk, and Licensor assumes no responsibility or risk of loss for loss or damage to Licensee's property or bodily injury or harm to Licensee.
18. With respect to the **Indoor and Outdoor Fitness Centers**, adults who possess a working knowledge and ability to use the equipment and which adults are free of medical conditions such as heart, lung, tendency to have strokes and or any other serious condition which would make use of said equipment contra-indicated shall utilize the Fitness Center and Yoga Studio. Licensee further acknowledges that the use of this area will be unsupervised and Licensee further understands that the Licensor herein takes no responsibilities for any accident that may occur to Licensee as a result of the use of equipment or another Licensee's use of the equipment in the said rooms and Licensee has herein agreed that if Licensee uses and or utilizes said equipment that Licensee's use thereof shall be at Licensee's sole risk. Licensee should consult with Licensee's physician and or doctor prior to using such equipment.
19. To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold harmless the Owner, the Managing agent, the Licensor, and their agents and employees from and against all claims, damages losses and expenses, including attorney's fees, arising out of or resulting from use of the Amenities, attributed to bodily injury, sickness, disease or death or to injury to or destruction of tangible property including the loss of use resulting therefrom, or which is caused in whole or in part by any negligent act or omission of the Licensee and/or their guest(s) or anyone else.
20. Licensee assumes the risk of the use of the Amenities. Licensee expressly waives and releases Landlord from all claims against Landlord and agrees to hold Landlord harmless for any loss, damage or injury resulting from the use of the roof deck and/or gym, regardless of the cause. Landlord shall not be liable for any injury or damage to persons or property, or damages caused by other Licensees or persons in the Building, arising from the use of the Amenities.
21. Licensee covenants and agrees, at its sole cost and expense, to the fullest extent permitted by law, to indemnify, defend and hold Landlord, its partners, directors, officers, members, managers, employees, servants, representatives and agents harmless against any and all claims or loss (including attorney's fees, witnesses' fees and all courts costs), damages, expense and liability (including statutory liability) by or on behalf of any person, firm or corporation, resulting from, arising out of or in connection with the use of the Amenities, including, without limitation: (a) the conduct or management the premises by Licensee (or any person holding or claiming through or under Licensee) or anyone else; (b) the condition of the premises, or any use, nonuse, possession, management or maintenance of the premises; (c) any breach or default on the part of Licensee in the performance of any of Licensee's covenants or obligations under this Agreement; (d) any act, negligence or default or error or omission or breach of contract by or of Licensee, or any of its agents, servants, employees, contractors, invitees or licensees or of any person holding or claiming through or under Licensee; and (e) any accident, injury or damage whatsoever caused to any person, firm or corporation occurring as the result of any work or thing whatsoever done by Licensee (or person holding or claiming through or under Licensee) in or about the premises. Further, Licensee agrees to indemnify and hold Landlord harmless against and from all costs, counsel fees, expenses and liabilities incurred in or about any such claim or any action or proceeding brought thereon, and in case any action or proceeding shall be brought against Landlord by reason of any such claim, Licensee, upon notice from Landlord, agrees to resist and defend such action at Licensee's sole cost and expense.
22. The foregoing indemnity shall include claims or losses or damages arising out of any negligent or wrongful act, error or omission, in connection with the use of the Amenities by the Licensee, and shall also include injury or death of any guest of the Licensee. Licensee's liability under this indemnification is not limited to the limits of insurance.
23. Licensee shall be responsible for the loss or damage to furniture and equipment provided to Licensee for Licensee's use of the Amenities, and shall comply with all rules, regulations and directives that may be posted from time to time relating thereto.

#### 24. Default and Termination

- A. If Licensee fails to carry out any agreement or provision of this License, both Licensee and Tenant default under the License.
- B. If Licensee defaults under the License, other than a default in the agreement to pay the License Fee, Licensors may serve Licensee and Tenant with a written notice to stop or correct the specified default within ten (10) days. Licensee and Tenant must then either stop or correct the default within ten (10) days, or, if Licensee and Tenant need more than ten (10) days, Licensee and Tenant must begin to correct the default within ten (10) days and continue to do all that is necessary to correct the default as soon as possible. If Licensee and Tenant do not stop or begin to correct a default within ten (10) days, Licensors may give Licensee and Tenant a second written notice that this License will end six (6) days after the date the second written notice is sent to Licensee and Tenant. At the end of this six (6) day period, this License will end and Licensors immediately shall turn off Licensee's access cards. In addition to the foregoing, Licensors shall have the right to ask a Court give the Licensors such other relief as the Court can provide.
- C. If Licensee does not pay the License Fee within five (5) days of when this License requires, Licensors or Licensors's agent shall send Licensee, via certified mail, a written notice stating the failure to receive such License Fee. Provided Licensors has served Licensee with a fourteen (14) day written demand, and Licensors does not receive the overdue License Fee within fourteen (14) days after such written fourteen (14) day demand for License Fee has been made, Owner may commence an action or summary proceeding seeking the payment of all License Fees.
- D. If Licensee defaults under the License, Licensee and Tenant consent to any process that may be served either personally, by facsimile or by certified or registered mail, return receipt requested, to Tenant and Licensee at the Apartment, or in any manner provided by New York Law.
- E. The License shall immediately be revoked by Licensors at such time as the Licensee vacates the Apartment or the Apartment's Lease terminates or expires – without Licensors commencing any legal action or proceeding.
- F. Licensee shall not assign or sublet this License. In any such event, the License shall immediately be revoked by Licensors.
- G. Once this License has been ended, whether because of default or otherwise, Licensee gives up any right Licensee might otherwise have to reinstate or renew the License.

**25. Termination by Licensee:** provided that Licensee is in full compliance with all of the terms and conditions of the License, Licensee shall be permitted to terminate the License upon at least thirty (30) days' notice sent to Licensors at Licensors's place of business, by certified mail, return receipt requested, and to the Licensors's agent, **WMW Realty** by e-mail at [rwebler@wmwrealty.com](mailto:rwebler@wmwrealty.com), of Licensee's election to terminate the License on the thirtieth (30th) day of such notice or such later date as Licensee shall specify in the notice; but, notwithstanding the amount of notice provided, said termination date must be on the last day of a month.

## **26. Renewal**

- A. Unless this License is terminated by Licensors pursuant to ¶ 24 prior to its expiration, or terminated by Licensee pursuant to ¶ 25 prior to its expiration, this Agreement shall expire at the end of the Term. This License shall be renewed only by permission of the Licensors for a period that is co-terminus with the Apartment's renewal lease.
- B. If Licensee wishes to renew the License, Licensee shall execute a License Renewal form prior to the expiration of the Term. Said License Renewal shall expire either on the date on which Licensee vacates the Apartment or the date on which the Apartment's renewal lease terminates or expires, whichever is earlier.

## **27. Notice**

- A. Notice to Licensee may be given by Licensors, at *Licensors's election*, by ordinary mail, by certified mail, certificate of mail or by hand delivery to the Apartment.
- B. Notice to Licensors must be given by certified mail, return receipt requested, at Licensors/s address set forth above or such other address as Licensors may designate in writing.
- C. Any notice shall be deemed given on the date it is posted if mailing is used.

## **28. Surrender**

- A. Upon the expiration or earlier termination of this License, Licensee shall surrender all keys and/or access cards to the amenities to the Licensors.
- B. Any expenses incurred by Licensors for Licensee's failure to surrender the keys and/or access cards to the Licensors upon expiration or earlier termination of this License, shall be charged to Licensee as additional rent under the Lease. Any attorney's fees and disbursements incurred as a result of legal action taken by Licensors or its agents to enforce this License shall be charged to Licensee and shall be payable as additional rent pursuant to the Lease

- C. If Licensee shall fail to surrender the keys and/or access cards upon the expiration or earlier termination of this License, Licensors shall proceed as provided in ¶ 24.
29. This License shall constitute a License only and shall not be construed under any circumstances to constitute (a) any right, title, estate or interest in the amenities (b) a landlord/tenant relationship between Licensors and Licensee, (c) a lease or a conveyance of personal or real property by Licensors to Licensee. This License grants to Licensee only a personal privilege revocable by Licensors on the terms set forth herein.
30. This License has been made under and shall be construed and interpreted under and in accordance with the laws of the State of New York without regard to principles of conflict of laws.
31. This License contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect. The failure of either party to insist in any instance on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This License cannot be changed or terminated orally, and can be modified only in writing, executed by each party hereto.



**Signed by Mark De Souza**

Fri Sep 30 2022 02:06:37 PM EDT

Key: DAC2AE17; IP Address: 108.6.103.177

\_\_\_\_\_  
(Licensee)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Mark De Souza (Resident)

\_\_\_\_\_  
Date



**Signed by Jessica K. Ordaz Garcia**

Fri Sep 30 2022 02:09:51 PM EDT

Key: B4D58069; IP Address: 108.6.103.177

\_\_\_\_\_  
Jessica K. Ordaz Garcia (Resident)

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
(Witness)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Owner/Agent)

\_\_\_\_\_  
Date



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): **Mark De Souza and Jessica K. Ordaz Garcia**

Subject Premises: **1101 President Street #725, Brooklyn, NY 11225**

Apt.#: **725**

Date of vacancy lease: **December 29, 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:

**Bedford Courts III LLC**



**Signed by Mark De Souza**

Fri Sep 30 2022 02:06:42 PM EDT

Key: DAC2AE17; IP Address: 108.6.103.177

Mark De Souza (Tenant)

Date

(Bedford Courts III LLC)

Date



**Signed by Jessica K. Ordaz Garcia**

Fri Sep 30 2022 02:09:57 PM EDT

Key: B4D58069; IP Address: 108.6.103.177

Jessica K. Ordaz Garcia (Tenant)

Date



Initials:

**M.D.**  
DAC2AE17

**J.O.**  
B4D58069

DSTRASBURG/5564.0092/3942019.1

## BICYCLE STORAGE LICENSE AGREEMENT MARKET APARTMENTS

**THIS BICYCLE STORAGE LICENSE AGREEMENT** (this "License") made on September 22, 2022 is by and between **Bedford Courts III LLC** ("Licensor"), having an office 1101 President Street, Brooklyn, NY 11225 ("Licensor"), and **Mark De Souza and Jessica K. Ordaz Garcia** ("Licensee") having an address at Apartment 725 at 1101 President Street, Brooklyn, New York;

**WHEREAS**, Licensor is the owner of the building located at 1101 President Street, Brooklyn, New York (the "Building"); and

**WHEREAS**, Licensor and Licensee have entered into a Lease, dated as of December 29, 2022 (the "Lease") for Apartment 725 in the Building; and

**WHEREAS**, bicycle storage racks have been installed for use by permitted tenants on a first come, first serve; and

**WHEREAS**, Licensee desires the right to the exclusive use of the bicycle storage rack designated as 5, 6 (the "Designated Bicycle Rack") subject to the terms and conditions set forth herein;

**NOW THEREFORE**, in consideration of the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

- 1. License Agreement Provisions Prevail.** Licensor and Licensee agree that, in the event of a conflict between the provisions contained in the Lease and this License, it shall be deemed to be the intent of the parties that the provisions contained in this License supersede any inconsistent provisions of the Lease and the Lease is deemed modified hereby.
- 2. License.** Subject to the terms and conditions hereinafter set forth, Licensor hereby grants to Licensee a license ("License") for the exclusive use of the Designated Bicycle Rack and Licensee hereby accepts such License from the Licensor.
- 3. Term.** The term ("Term") of this License shall be for a period of 1 year and 5 months, commencing on December 29, 2022 ("Commencement Date") and expiring on May 28, 2024 ("Expiration Date"), unless the Term shall terminate pursuant to any of the terms of this License or pursuant to law. The Term is a period that is co-terminus with the duration of the Licensee's Lease, dated December 29, 2022. In no event shall the Term extend beyond the earlier of the date on which Licensee vacates the Apartment or the date on which the Lease terminates or expires.
- 4. License Fee.** In consideration for the granting by Licensor of the License to Licensee, Licensee shall pay to Licensor a license fee ("License Fee") equal to the sum of \$30.00 per month, in advance, on the first day of each month. Licensor may increase the License Fee on thirty (30) days prior notice to Licensee. The License Fee shall be deemed Additional Rent under the Lease. In the event that the License Fee is not received on or before the fifth (5th) day of the month, a late charge shall be charged in accordance with the late payment provisions of the Lease.
- 5. Use.**
  - (a) Licensee shall use and occupy the Designated Bicycle Rack for storage of his/her bicycle, in compliance with law, and for no other purpose.
  - (b) Licensee shall not store in the Designated Bicycle Rack any articles or material which (i) pose a threat to the health or safety of the Licensee or occupants of the Building or the Building, (ii) that cause noxious odors, dirt or other sanitary problems, or (iii) that would be deemed or determined to be a "hazardous substance" or "hazardous waste" under any federal, state or local statute, law, ordinance or regulation now or hereafter in effect, or otherwise create a nuisance, including any hazardous, flammable, explosive, toxic or radioactive substance, material, matter or waste which is or becomes regulated by any federal, state or local law, rule regulation, code, ordinance or any other governmental restriction or requirement, or (iv) any animals or food. Batteries, if any, must be disconnected at all terminals.
  - (c) Licensee shall not (i) store any property outside of the Designated Bicycle Rack, (ii) allow any other person to use the Designated Bicycle Rack, or (iii) alter, modify, or add signage to the Designated Bicycle Rack.
- 6. Condition of Premises, Maintenance, Alterations.**
  - (a) Licensee has examined the Designated Bicycle Rack and accepts it in its current condition without any representations on the part of Licensor. Licensor shall have no obligation to perform any work in, to, or on the Designated Bicycle Rack and Licensee shall accept the Designated Bicycle Rack in its "as-is" condition.
  - (b) Licensee shall, at Licensee's sole cost and expense, keep and maintain the Designated Bicycle Rack in commercially reasonable condition and good repair. Licensee agrees to report in writing to Licensor any defective condition in or about the Designated Bicycle Rack known to Licensee, and further agrees to contact Licensor by telephone or email

immediately in such instance.

- (c) Licensee shall not make any improvements, installations, alterations or additions in, to, or on the Designated Bicycle Rack.

**7. Right to Enter.** Licensors, its agents or employees shall have the right (but not the obligation) to open the Designated Bicycle Rack in an emergency at any time, and, at other reasonable times upon prior notice to Licensee (as defined herein), to inspect and examine the Designated Bicycle Rack and to make such repairs, replacements and improvements as Licensors may desire. Notwithstanding anything herein to the contrary, Licensors shall be under no obligation to make any repairs, replacements, or improvements to the Designated Bicycle Rack.

**8. Licensee's Risk & Insurance.**

- (a) Licensee shall keep all personal property of every kind, nature and description of Licensee and of all persons claiming by, through or under Licensee, at their sole risk and hazard, and if the same shall be lost, stolen, or damaged by any cause, neither Licensors, its agents, nor any of the aforementioned entities' respective members, officers, agents or employees shall be liable.

- (b) It is required that Licensee obtain insurance with a duly licensed insurance company with respect to the Designated Bicycle Rack and any property therein, and maintain such policy for the duration of the Term. In the event of any claim by Licensee, Licensee agrees to look solely to any insurance policy maintained by Licensee, pursuant to this paragraph or otherwise, and Licensors shall not be liable to Licensee to the extent Licensee's claims are satisfied from such insurance policy.

**9. Indemnification.** Licensee hereby agrees to indemnify Licensors, its agents, and each aforementioned entity's members, officers, agents, and employees (collectively, "Licensors's Entities") from all liability, losses or damages with respect to the Designated Bicycle Rack, except to the extent it is due to Licensors's gross negligence. Licensee is liable for all losses, injury or damages to any person or property caused by Licensee, and any occupants, guests or invitees of Licensee. Licensee is responsible for all damages suffered and money spent by Licensors's Entities relating to any claim arising from any act or neglect of Licensee and for those persons for whom Licensee is responsible, and Licensee shall reimburse Licensors's Entities for any such money spent by Licensors's Entities. If a legal action or proceeding is brought against Licensors's Entities arising from Licensee's act or neglect, Licensee shall defend Licensors's Entities at Licensee's expense with an attorney of Licensors's Entities' choosing. The obligations of Licensee contained in this Section shall survive the expiration or earlier termination of this License.

**10. Relocation.** Licensors shall have the right, upon seven (7) days' notice to Licensee and at Licensors's cost, to temporarily or permanently relocate the Designated Bicycle Rack to another location in the Building, without payment of any penalty to Licensee.

**11. Default and Termination.**

- (a) Licensee defaults under the License if Licensee fails to carry out any agreement or provision of this License.

- (b) If Licensee defaults under the License, Licensors may serve Licensee with a written notice to stop or correct the specified default within ten (10) days. Licensee must then either stop or correct the default within 10 days, or, if Licensee needs more than 10 days, Licensee 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. If Licensee does not stop or begin to correct a default within 10 days, Licensors may give Licensee a second written notice that this License will end six (6) days after the date the second written notice is sent to Licensee. At the end of this six (6) day period, this License will end, and Licensee may do any of the following: (1) remove the bicycle and place it in a storage unit, at cost to Licensee; (2) remove the bicycle and place it in a third party storage unit, at cost to Licensee; and (3) remove and dispose of the bicycle at cost to Licensee. Additionally, Licensors shall have the right to ask a Court give the Licensors such other relief as the Court can provide.

- (c) If Licensee does not pay the License Fee when this License requires after a personal demand for the License Fee has been made, or within fourteen (14) days after a written demand for the License Fee has been made, or if the License ends, Licensors may do the following: (1) remove the bicycle and place it in a storage unit, at cost to Licensee; (2) remove the bicycle and place it in a third party storage unit, at cost to Licensee; and (3) remove and dispose of the bicycle at cost to Licensee. Additionally, Licensors shall have the right to ask a Court give the Licensors such other relief as the Court can provide.

- (d) The License shall immediately be revoked at such time as the Licensee vacates the Apartment or the Lease terminates or expires.

- (e) Licensee shall not assign or sublet this License or the Designated Bicycle Rack. In any such event, the License shall immediately be revoked.

- (f) Once this License has been ended, whether because of default or otherwise, Licensee gives up any right Licensee might otherwise have to reinstate or renew the License.

## 12. Renewal.

- (a) Unless this License is terminated by Licensor pursuant to ¶ 10 prior to its expiration, this Agreement shall be expire at the end of the License Period. This License shall be renewed only by permission of the Licensor for a period that is co-terminus with the Licensee's renewal lease.
- (b) If Licensee wishes to renew the License, Licensee execute a License Renewal form prior to the expiration of the License Period. Said License Renewal shall be included with Licensee's renewal lease package.

## 13. Notice

- (a) Notice to Licensee may be given by Licensor, at Licensor's election, by ordinary mail, by certified mail, return receipt requested or by hand delivery to the Apartment.
- (b) Notice to Licensor must be given by certified mail, return receipt requested, at Licensor/s address set forth above or such other address as Licensor may designate in writing.
- (c) Any notice shall be deemed given on the date it is posted if mailing is used.

## 14. Surrender.

- (a) Upon the expiration or earlier termination of this License, Licensee shall (i) remove Licensee's property from the Designated Bicycle Rack, and (ii) surrender the Designated Bicycle Rack in as good a condition as it was on the commencement date of the License, reasonable wear and tear excepted.
- (b) If Licensee fails to surrender possession of the Designated Bicycle Rack upon the expiration or earlier termination of this License, or if any property of Licensee remains in the Designated Bicycle Rack after the expiration or earlier termination of this License, (i) any property remaining in the Designated Bicycle Rack shall be deemed conclusively abandoned, and (ii) Licensor may, without any notice and without prejudice to any other remedy Licensor may have, enter the Designated Bicycle Rack and remove and dispose of any property in the Designated Bicycle Rack, at Licensee's sole cost and expense, without being liable for any claim for trespass, conversion, or damages.
- (c) Any expenses incurred by Licensor for Licensee's failure to surrender the Designated Bicycle Rack in the manner required under this License and/or for removal and disposal of any property in the Designated Bicycle Rack upon expiration or earlier termination of this License, shall be charged to Licensee as additional rent under the Lease. Any attorney's fees and disbursements incurred as a result of legal action taken by Licensor or its agents to enforce this License shall be charged to Licensee and shall be payable as additional rent pursuant to the Lease.
- (d) If Licensee shall fail to surrender the Designated Bicycle Rack upon the expiration or earlier termination of this License, Tenant shall have the status of a holdover occupant of the Designated Bicycle Rack. Under no circumstances shall Licensee's occupancy of the Designated Bicycle Rack after the expiration or earlier termination of this License be deemed or construed to create any rights for Licensee in the Designated Bicycle Rack. In addition to any other rights and remedies which may be available to Landlord either pursuant to this License or applicable law, Licensor may charge Licensee one hundred dollars (\$100.00) per day during any such holdover period. The acceptance by Licensor of any payments from Licensee after the expiration or earlier termination of this License shall not be deemed or construed to create any rights for Licensee in the Designated Bicycle Rack, and shall be deemed to represent payment of use and occupancy by Licensee for the Designated Bicycle Rack. Nothing herein shall constitute Licensor's consent to any holdover by Licensee or to impair Licensor's right to remove and dispose of property in the Designated Bicycle Rack, or exercise Licensor's other rights and remedies under this License or under applicable law on account of any holdover.

**15. No Estate Conveyed.** This License shall constitute a License only and shall not be construed under any circumstances to constitute (a) any right, title, estate or interest in the Designated Bicycle Rack (b) a landlord/tenant relationship between Licensor and Licensee, (c) a lease or a conveyance of personal or real property by Licensor to Licensee. This License grants to Licensee only a personal privilege revocable by Licensor on the terms set forth herein.

**16. Exculpation of Licensor.** Licensee shall look solely to the estate and property of Licensor in the land and Building of which the Premises are a part, for the satisfaction of Licensee's remedies for the collection of a judgment (or other judicial process) requiring the payment of money by Licensor in the event of any default or breach by Licensor with respect to any of the terms, covenants and conditions of this License to be observed and/or performed by Licensor, and no other property or assets of Licensor or Licensor's Entities shall be subject to levy, execution or other enforcement procedure for the satisfaction of Licensee's remedies.

**17. Brokerage.** Licensee represents and warrants that it has not dealt with any broker in connection with the execution of this



Initials:



License and agrees to indemnify and hold Licensor harmless from and against any and all liabilities from any claims of any broker (including, without limitation, the cost of attorneys' fees in connection with the defense of any such claims).

**18. Subordination.** This License is and shall be subject and subordinate to all ground or underlying leases of the entire Building and to all mortgages, deeds of trust and similar security documents which may now or hereafter be secured upon the Building, and to all renewals, modifications, consolidations, replacements and extensions thereof. This clause shall be self-operative and no further instrument of subordination shall be required by any lessor or mortgagee, but in confirmation of such subordination.

**19. Governing Law.** This License has been made under and shall be construed and interpreted under and in accordance with the laws of the State of New York without regard to principles of conflict of laws.

**20. Entire Agreement; No Waiver.** This License contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements, oral or otherwise, between the parties not embodied herein shall be of any force and effect. The failure of either party to insist in any instance on strict performance of any covenant or condition hereof, or to exercise any option herein contained, shall not be construed as a waiver of such covenant, condition or option in any other instance. This License cannot be changed or terminated orally, and can be modified only in writing, executed by each party hereto.

**IN WITNESS WHEREOF,** the undersigned have executed this License as of the day and year first above written.

**Bedford Courts III LLC**



**Signed by Mark De Souza**

Fri Sep 30 2022 02:07:07 PM EDT

Key: DAC2AE17; IP Address: 108.6.103.177

Mark De Souza (*Tenant*)

Date

(Bedford Courts III LLC)

Date



**Signed by Jessica K. Ordaz Garcia**

Fri Sep 30 2022 02:10:28 PM EDT

Key: B4D58069; IP Address: 108.6.103.177

Jessica K. Ordaz Garcia (*Tenant*)

Date



INITIALS:



## BUILDING APT. # 725

### EARLY OCCUPANCY AGREEMENT

(License)

IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS AGREEMENT WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE BODY OF THE LEASE DATED SEPTEMBER 22, 2022, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS AGREEMENT SUPERSEDE ANY INCONSISTENT PROVISIONS THEREIN SUCH THAT SAID LEASE IS DEEMED MODIFIED HEREBY.

**LICENSE AGREEMENT** ("Agreement") by and between **Bedford Courts III LLC** ("Licensor"), with offices at **1101 President Street, Brooklyn, NY 11225** and **Mark De Souza and Jessica K. Ordaz Garcia** ("Licensee"), whose address is **1101 President Street #725, Brooklyn, NY 11225**.

**WHEREAS**, pursuant to a certain lease dated September 22, 2022, (hereinafter "the Lease") Licensee will be the tenant of Apartment **725** (the "Apartment") at **1101 President Street, Brooklyn, New York** ("Building") commencing on December 29, 2022 ("the Commencement Date"); and

**WHEREAS**, notwithstanding the Commencement Date of the Lease and the Commencement Date of Licensee's tenancy thereunder, Licensor has agreed to permit Licensee to enter into occupancy of the Apartment prior to said commencement date solely as an accommodation to Tenant and predicated upon the execution and binding nature of the Lease.

**WHEREAS**, in consideration of the foregoing and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

1. Licensor hereby grants permission for Licensee to occupy the Apartment prior to the Commencement Date.
2. Licensor hereby grants permission to the Licensee to occupy the Apartment effective October 29, 2022.
3. The License shall be for a term commencing December 29, 2022 and expiring on May 28, 2024 ("License Period").
4. Occupancy of the Apartment by Licensee prior to the Commencement Date shall be as the licensee of Licensor. It is expressly understood that Licensee has entered into this Agreement with Licensor predicated on and solely as an incident of Licensee's having entered into the Lease. Absent Licensee's having entered into the Lease, Licensor would not have offered or executed this Agreement to permit Licensee to enter into the Apartment prior to the Commencement Date.
5. It is expressly understood and agreed that the occupancy by the Licensee pursuant to this License Agreement is exempt from and is not covered by the Rent Stabilization Law, the Rent Stabilization Code, the City Rent Law or the Rent and Eviction Regulations and that such rights, if any, only come into effect upon the commencement of a landlord/tenant relationship.
6. Licensee shall use and occupy the apartment for its residential purposes only and for no other purpose and by no other person. Licensee specifically agrees that only the Licensee and such others persons, if any, as are authorized to occupy the apartment under the Lease may use the apartment.
7. Licensee for itself, its heirs, distributees, executors, administrators, legal representatives, successors and assigns, expressly covenants that it shall not assign, mortgage or encumber this agreement, nor assign, underlet, sublet or suffer or permit the demised premises or any part thereof to be used by others, without the prior written consent of the of Licensor in each instance. Said consent of Licensor can be unreasonably withheld. If the Licensee assigns or sublets, its right to occupancy of the apartment, the license shall end and expire immediately upon such attempted assignment or sublease.
8. Licensee has examined the Apartment and accepts it in its present condition. Licensee agrees that Licensee shall complete the move-in inspection checklist.
9. Predicated upon Licensee's representation as to Licensee's intention to honor and proceed with the Lease on its commencement date, Licensor agrees to waive Licensee's payment of a fee for the use and occupancy for of the Apartment during this License Period. However, in the event that Licensee fails to honor and proceed with the Lease on its commencement date and fulfill all obligations of the entire lease term, then Licensee shall be liable to Licensor for Licensee's use and occupancy of the Apartment in the sum of \$113.00 per day, which sum is the equivalent of a pro-rated daily rate of the monthly rental for the Apartment under the Lease; in such an event, Licensee shall continue to be liable for "use and occupancy" payments at this amount until Licensee vacates the Apartment.
10. Licensee agrees that Licensee shall be bound, during the term of this license, to all obligations, rules and regulations of the Lease for the Apartment, as if said Lease were applicable to the Apartment during the term of the License. It is hereby acknowledged that the Licensee has read and understands the Lease and this agreement and will not violate either in any

- way.
- 11. Licensors may terminate Licensee's license to occupy the Apartment by giving Licensee a written ten (10) day notice to quit pursuant to RPAPL § 713 for any reason set forth in the Lease as a violation of tenancy or due to Licensee's failure to honor the Lease it has executed.
  - 12. It is specifically understood and agreed by and between the parties that the within Agreement is the result of extensive negotiations between the parties, such that both parties shall be deemed to have drawn these documents in order to avoid any negative inference by any court as against the preparer of the document.
  - 13. The parties hereto have caused this AGREEMENT to be executed as of the day and year recited below as the date signed by Licensors.

Bedford Courts III LLC

 **Signed by Mark De Souza**  
Fri Sep 30 2022 02:07:18 PM EDT  
Key: DAC2AE17; IP Address: 108.6.103.177

Mark De Souza (Tenant) \_\_\_\_\_ Date \_\_\_\_\_ (Bedford Courts III LLC) \_\_\_\_\_ Date \_\_\_\_\_

 **Signed by Jessica K. Ordaz Garcia**  
Fri Sep 30 2022 02:10:45 PM EDT  
Key: B4D58069; IP Address: 108.6.103.177

Jessica K. Ordaz Garcia (Tenant) \_\_\_\_\_ Date \_\_\_\_\_

## FIRE SAFETY PLAN PART I - BUILDING INFORMATION SECTION

BUILDING: **The Arch**

ADDRESS: **1101 President Street, Brooklyn, NY 11225**

**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: **The Arch**

ADDRESS: **1101 President Street #725, Brooklyn, NY 11225**

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

|                      |                       |
|----------------------|-----------------------|
| <b>Manhattan</b>     | <b>(212) 999-2222</b> |
| <b>Bronx</b>         | <b>(718) 999-3333</b> |
| <b>Brooklyn</b>      | <b>(718) 999-4444</b> |
| <b>Queens</b>        | <b>(718) 999-5555</b> |
| <b>Staten Island</b> | <b>(718) 999-6666</b> |

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 coffee pot 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, **Bedford Courts III 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.

**Bedford Courts III LLC**

---

(Bedford Courts III LLC)

Date

## DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

### LEAD WARNING STATEMENT

Housing built before 1960 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1960 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

### LESSOR'S DISCLOSURE

#### A. Presence of lead-based paint and/or lead-based paint hazards:

- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing: \_\_\_\_\_.
- ☒ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

#### B. Records and reports available to lessor:

- ☐ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing: \_\_\_\_\_.
- ☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### LESSEE'S ACKNOWLEDGEMENT

Lessee has received copies of all information listed above.

Initial:  

Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

Initial:  

### AGENT'S ACKNOWLEDGEMENT

Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Initial: \_\_\_\_\_

### CERTIFICATION OF ACCURACY

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

**Bedford Courts III LLC**



**Signed by Mark De Souza**

Fri Sep 30 2022 02:10:47 PM EDT

Key: DAC2AE17; IP Address: 108.6.103.177

Mark De Souza (Tenant)

Date

(Bedford Courts III LLC)

Date



**Signed by Jessica K. Ordaz Garcia**

Fri Sep 30 2022 02:11:22 PM EDT

Key: B4D58069; IP Address: 108.6.103.177

Jessica K. Ordaz Garcia (Tenant)

Date

## NO SMOKING RIDER

**ADDITIONAL CLAUSES** attached to and forming a part of that certain lease dated **September 22, 2022** between **Bedford Courts III LLC** ("Owner"), and **Mark De Souza and Jessica K. Ordaz Garcia** as Tenant(s) ("Tenant"), for Apartment **#725** ("Apartment") in the premises located at **1101 PRESIDENT STREET, BROOKLYN, NY 11225** ("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.

**Bedford Courts III LLC**



**Signed by Mark De Souza**

Fri Sep 30 2022 02:10:54 PM EDT

Key: DAC2AE17; IP Address: 108.6.103.177

Mark De Souza (Tenant)

Date

(Bedford Courts III LLC)

Date



**Signed by Jessica K. Ordaz Garcia**

Fri Sep 30 2022 02:11:28 PM EDT

Key: B4D58069; IP Address: 108.6.103.177

Jessica K. Ordaz Garcia (Tenant)

Date



## NOTICE DISCLOSING TENANTS' RIGHTS TO REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES

### Reasonable Accommodations

The New York State Human Rights Law requires housing providers to make reasonable accommodations or modifications to a building or living space to meet the needs of people with disabilities. For example, if you have a physical, mental, or medical impairment, you can ask your housing provider to make the common areas of your building accessible, or to change certain policies to meet your needs.

To request a reasonable accommodation, you should contact your property manager by calling **(718) 222-0211** or **(718) 519-6900**, or by e-mailing [rents@wmwrealty.com](mailto:rents@wmwrealty.com). You will need to inform your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider. A housing provider may request medical information, when necessary to support that there is a covered disability and that the need for the accommodation is disability related.

If you believe that you have been denied a reasonable accommodation for your disability, or that you were denied housing or retaliated against because you requested a reasonable accommodation, you can file a complaint with the New York State Division of Human Rights as described at the end of this notice.

Specifically, if you have a physical, mental, or medical impairment, you can request:

Permission to change the interior of your housing unit to make it accessible (however, you are required to pay for these modifications, and in the case of a rental your housing provider may require that you restore the unit to its original condition when you move out); Changes to your housing provider's rules, policies, practices, or services; Changes to common areas of the building so you have an equal opportunity to use the building. The New York State Human Rights Law requires housing providers to pay for reasonable modifications to common use areas.

Examples of reasonable modifications and accommodations that may be requested under the New York State Human Rights Law include:

If you have a mobility impairment, your housing provider may be required to provide you with a ramp or other reasonable means to permit you to enter and exit the building.

If your healthcare provider provides documentation that having an animal will assist with your disability, you should be permitted to have the animal in your home despite a "no pet" rule.

If you need grab bars in your bathroom, you can request permission to install them at your own expense. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done.

If you have an impairment that requires a parking space close to your unit, you can request your housing provider to provide

you with that parking space, or place you at the top of a waiting list if no adjacent spot is available.

If you have a visual impairment and require printed notices in an alternative format such as large print font, or need notices to be made available to you electronically, you can request that accommodation from your landlord.

### Required Accessibility Standards

All buildings constructed for use after March 13, 1991, are required to meet the following standards:

Public and common areas must be readily accessible to and usable by persons with disabilities;

All doors must be sufficiently wide to allow passage by persons in wheelchairs; and

All multi-family buildings must contain accessible passageways, fixtures, outlets, thermostats, bathrooms, and kitchens.

If you believe that your building does not meet the required accessibility standards, you can file a complaint with the New York State Division of Human Rights.

### How to File a Complaint

A complaint must be filed with the Division within one year of the alleged discriminatory act or in court within three years of the alleged discriminatory act. You can find more information on your rights, and on the procedures for filing a complaint, by going to [www.dhr.ny.gov](http://www.dhr.ny.gov), or by calling 1-888-392-3644. You can obtain a complaint form on the website, or one can be e-mailed or mailed to you. You can also call or e-mail a Division regional office. The regional offices are listed on the website.

**Bedford Courts III LLC**



**Signed by Mark De Souza**

Fri Sep 30 2022 02:11:04 PM EDT

Key: DAC2AE17; IP Address: 108.6.103.177

Mark De Souza (Tenant)

Date

(Bedford Courts III LLC)

Date



**Signed by Jessica K. Ordaz Garcia**

Fri Sep 30 2022 02:11:39 PM EDT

Key: B4D58069; IP Address: 108.6.103.177

Jessica K. Ordaz Garcia (Tenant)

Date

## LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR PREVENTION OF LEAD BASED PAINT HAZARDS—INQUIRY REGARDING CHILD

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. Beginning on January 1, 2020, the term "resides" means that a child under six routinely spends 10 or more hours per week in the dwelling unit. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD. If you do not respond to this notice, the owner is required to attempt to inspect your apartment to determine if a child under six years of age resides there.

If a child under six years of age does not reside in the unit now, but does come to reside in it at any time during the year, you must inform the owner in writing immediately. If a child under six years of age resides in the unit, you should also inform the owner immediately at the address below if you notice any peeling paint or deteriorated subsurfaces in the unit during the year.

Whether or not a child under age six will reside in the apartment, the owner of the building is also required to fix all lead-based paint hazards and underlying defects that may cause paint to peel, make floors, window sills and window wells smooth and cleanable, remove or cover all lead-based paint on friction surfaces of doors and door frames, and remove or cover all lead-based paint on friction surfaces of windows or install window channels or slides. This work should be performed before you move into the apartment, and the owner must properly clean the apartment after the work is completed.

Please complete this form and return one copy to the owner or his or her agent or representative when you sign the lease/commence occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health explaining about lead based paint hazards when you sign your lease/commence occupancy.

CHECK ONE: ☐ A child under six years of age resides in the unit  
☒ A child under six years of age does not reside in the unit



**Signed by Mark De Souza**

Fri Sep 30 2022 02:11:09 PM EDT

Key: DAC2AE17; IP Address: 108.6.103.177

Mark De Souza (Tenant)

Date



**Signed by Jessica K. Ordaz Garcia**

Fri Sep 30 2022 02:11:46 PM EDT

Key: B4D58069; IP Address: 108.6.103.177

Jessica K. Ordaz Garcia (Tenant)

Date

**Occupant's Name**

Mark De Souza and Jessica K. Ordaz Garcia

**Address and Apartment Number**

1101 President Street #725, Brooklyn, NY 11225

(NOT APPLICABLE TO RENEWAL LEASE) Certification by owner: I certify that I have complied with the provisions of §27-2056.8 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health and Mental Hygiene pamphlet concerning lead-based paint hazards to the occupant.

**Bedford Courts III LLC**



**Signed by Mark De Souza**

Fri Sep 30 2022 02:11:11 PM EDT

Key: DAC2AE17; IP Address: 108.6.103.177

Mark De Souza (Tenant)

Date

(Bedford Courts III LLC)

Date



**Signed by Jessica K. Ordaz Garcia**

Fri Sep 30 2022 02:11:48 PM EDT

Key: B4D58069; IP Address: 108.6.103.177

Jessica K. Ordaz Garcia (Tenant)

Date



RETURN THIS FORM TO:

Owner representative name: **Bedford Courts III LLC**

Address: **1101 President Street, Brooklyn, NY 11225**

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS

OWNER COPY/OCCUPANT COPY

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 \_\_\_\_\_ Number \_\_\_\_\_

**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 **\$0.00** per alarm, or a maximum of **\$0.00** 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 Mark De Souza**

Fri Sep 30 2022 02:11:26 PM EDT

Key: DAC2AE17; IP Address: 108.6.103.177

Mark De Souza (Tenant)

Date



**Signed by Jessica K. Ordaz Garcia**

Fri Sep 30 2022 02:11:59 PM EDT

Key: B4D58069; IP Address: 108.6.103.177

Jessica K. Ordaz Garcia (Tenant)

Date

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 |
|-------------------------------------|------------------------|
| Mark De Souza<br>(Tenant)           |                        |
| Jessica K. Ordaz<br>Garcia (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:

**Bedford Courts III LLC**



**Signed by Mark De Souza**

Fri Sep 30 2022 02:11:43 PM EDT

Key: DAC2AE17; IP Address: 108.6.103.177

Mark De Souza (Tenant)

Date

(Bedford Courts III LLC)

Date



**Signed by Jessica K. Ordaz Garcia**

Fri Sep 30 2022 02:12:14 PM EDT

Key: B4D58069; IP Address: 108.6.103.177

Jessica K. Ordaz Garcia (Tenant)

Date

# New York City Recycling Notice

**1101 President Street, Brooklyn, NY 11225**  
(building address)

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](http://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:

**Location of recycling bins:** \_\_\_\_\_

**Description of recycling bins:** \_\_\_\_\_

**Contact for removal of large items:** \_\_\_\_\_

**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 Mark De Souza**

Fri Sep 30 2022 02:11:48 PM EDT

Key: DAC2AE17; IP Address: 108.6.103.177

Mark De Souza (Occupant)

Date



**Signed by Jessica K. Ordaz Garcia**

Fri Sep 30 2022 02:12:20 PM EDT

Key: B4D58069; IP Address: 108.6.103.177

Jessica K. Ordaz Garcia (Occupant)

Date

**Address: 1101 President Street #725, Brooklyn, NY 11225**

**Apartment Number: 725**

*Occupant: Keep one copy for your records*



ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED DECEMBER 29, 2022 BETWEEN BEDFORD COURTS III LLC (LANDLORD) AND MARK DE SOUZA AND JESSICA K. ORDAZ GARCIA (TENANT) REGARDING APARTMENT 725 IN THE PREMISES LOCATED AT 1101 PRESIDENT STREET, BROOKLYN, NY 11225. 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 LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

## RENTER'S INSURANCE RIDER

TENANTS ARE UNDER THE IMPRESSION THAT THEIR PERSONAL BELONGINGS ARE PROTECTED BY THE LANDLORD'S INSURANCE POLICIES. THIS IS NOT THE CASE, THE LANDLORD CARRIES INSURANCE ON THE BUILDINGS THEMSELVES AS WELL AS OTHER BUSINESS COVERAGES, BUT THESE POLICIES DO NOT COVER YOUR PERSONAL FURNISHINGS, ELECTRONIC EQUIPMENT, CLOTHES OR JEWELRY AND DOES NOT RELIEVE YOU FROM PAYING FOR THE CONSEQUENCES OF YOUR OWN NEGLIGENCE IF YOU DAMAGE THE APARTMENT THROUGH LACK OF CARE.

LANDLORD WILL NOT BE RESPONSIBLE FOR ANY LOSS TO PERSONAL PROPERTY DUE TO FIRE, THEFT, OR ANY OTHER DAMAGES DUE TO ACTS OF NATURE. IT IS TENANT'S RESPONSIBILITY TO OBTAIN RENTAL INSURANCE TO COVER TENANT'S PERSONAL PROPERTY. TENANT HEREBY AGREES THAT IT WILL OBTAIN RENTAL INSURANCE FOR TENANT'S PERSONAL PROPERTY AND GENERAL LIABILITY COVERAGE IN A MINIMUM OF **\$50,000.00** IN COVERAGE. PROOF OF COVERAGE MUST BE PROVIDED PRIOR TO TENANT TAKING OCCUPANCY OF THEIR APARTMENTS.

I HEREBY ACKNOWLEDGE THAT I HAVE READ THE ABOVE RENTAL INSURANCE RIDER.



**Signed by Mark De Souza**

Fri Sep 30 2022 02:11:53 PM EDT

Key: DAC2AE17; IP Address: 108.6.103.177

Mark De Souza (Tenant)

Date



**Signed by Jessica K. Ordaz Garcia**

Fri Sep 30 2022 02:12:26 PM EDT

Key: B4D58069; IP Address: 108.6.103.177

Jessica K. Ordaz Garcia (Tenant)

Date

**ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED SEPTEMBER 22, 2022 BETWEEN BEDFORD COURTS III LLC (LANDLORD) AND MARK DE SOUZA AND JESSICA K. ORDAZ GARCIA (TENANT) REGARDING APARTMENT 725 IN THE PREMISES LOCATED AT 1101 PRESIDENT STREET, BROOKLYN, NY 11225. 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.**

## **ELECTRIC SUBMETERING RIDER**

Tenant acknowledges that the New York State Public Service Commission has approved (or is expected to approve) Landlord's petition to submeter electricity to residential units located at The Building.

Tenant acknowledges that rates and charges paid by the Tenant will be based on the rates charged by Con Edison, the electric company, and in no event will the total charges (including any administrative fees) exceed the rates for directly metered residential electric service. Refunds will be credited to any submetered resident affected by Landlord's actions that led to such refunds, provided that Landlord or its submetering agent has contact information for such resident.

Tenant acknowledges that each submeter will be read and the Tenant will be billed monthly for electric service. Each Tenant's submetering statement will show the service dates Tenant is being billed for, the present and previous meter readings, the kwh's consumed, the cost per kwh, and the cost for the energy consumed. Tenant's failure to pay the electrical charges entitles The Building to ultimately terminate electrical service. HOWEVER YOU SHALL BE AFFORDED ALL NOTICES AND PROTECTIONS AVAILABLE TO YOU PURSUANT TO THE HOME ENERGY FAIR PRACTICES ACT ("HEFPA") BEFORE ANY ACTION(S) BASED ON SUCH NON-PAYMENT, INCLUDING TERMINATION OF SERVICE IS COMMENCED.

Among other protections, HEFPA provides that:

- (i) Tenant may request balanced billing. Balanced billing divides Tenant's electric costs into twelve (12) equal monthly payments. Periodically (every 3-6 months), the Tenant's account will be reviewed and balance billing adjusted as necessary. At the end of one year, Tenant shall be responsible to pay for any electricity costs in excess of the balanced billing amount paid. If Tenant has paid more than its actual electricity costs, Tenant will be provided with a credit on its next electric bill equal to the overpayment. If the overpayment exceeds the next submetered electric bill, any excess credits will be carried forward to subsequent months and offset against electric charges until the full credit is exhausted.
- (ii) If Tenant has difficulty paying the electric bill, Tenant may contact the management office by telephone or by letter to arrange for a deferred payment agreement, whereby Tenant will be able to pay the balance owed over a period of time. If Tenant can show financial need, The Building can work with Tenant to determine the length of agreement and the

amount of each monthly payment. Tenant may not have to make a down payment, and installment payments may be as little as \$10.00 per month. The Building will make reasonable efforts to help the Tenant find a way to pay their bill.

(iii) If a health or safety hardship is demonstrated, management can refer Tenant to a local social service agency. Tenant should notify management if the following conditions exist:

(a) Medical Emergencies: Tenant must provide a medical certificate from their doctor or local board of health; or

(b) Life Support Equipment: Tenant must notify management if they have life support equipment and a medical certificate.

(c) Any medical certificate must be signed by a physician and include the physician's license number.

(iv) Anyone subject to special protections is required to notify The Building's management office. The applicable forms are available in the management office or you may call (718) 519-6900.

(v) Special protections may be available if Tenant and/or other persons living with Tenant are age eighteen (18) or younger or sixty-two (62) and older, or blind, or disabled.

(vi) Tenant may designate a third party as an additional contact to receive notices of past due balances. Any third party designated by the Tenant will not become responsible for payment of electric charges; all such charges will remain the responsibility of the Tenant.

(vii) If Tenant has any complaints regarding electrical service that are not satisfied after speaking with the management company, Tenant may present to management a written or verbal complaint that includes the action or relief requested. It can be in letter form and sent to 3092 Hull Avenue, Bronx, New York 10467. Management shall investigate and respond to the complainant within thirty (30) days of receipt of complaint. If the complaint is regarding a submeter malfunction, management will arrange for the testing of the submeter within thirty (30) days. Tenant may request and receive one submeter test at no cost during a twelve month period when the request is made pursuant to a complaint. Tenant may request more than one meter test during a twelve month period and may request that the test be witnessed by Department of Public Service staff; however, if the submeter is not out of the limits as prescribed by 16 NYCRR Part 92, the person requesting more than one annual test will bear the cost of such additional meter tests. To investigate the complaint, the managing agent may utilize an outside vendor to assist in the investigation of the complaint. Tenant shall then be advised of the disposition of the complaint and the reason therefore. If Tenant is dissatisfied with management's response, Tenant may request a review of this determination by filing a written or verbal protest with management within fourteen (14) days from the date of the response by management. No particular form is required.

At any time, Tenant can also contact the Public Service Commission at New York State Department of Public Service, 90 Church Street, New York, NY 10007 or call their toll free

HELPLINE at 1-800-342-3377 and file a complaint seeking to have the issue resolved by the Public Service Commission, or if Tenant is dissatisfied with the decision of the management company regarding a complaint about electrical charges, or to learn more about the protections provided by HEFPA. The website for the Public Service Commission is [www.dps.ny.gov](http://www.dps.ny.gov).

Bedford Courts III LLC

 **Signed by Mark De Souza**  
Fri Sep 30 2022 02:12:09 PM EDT  
Key: DAC2AE17; IP Address: 108.6.103.177

|                        |      |                          |      |
|------------------------|------|--------------------------|------|
| Mark De Souza (Tenant) | Date | (Bedford Courts III LLC) | Date |
|------------------------|------|--------------------------|------|

 **Signed by Jessica K. Ordaz Garcia**  
Fri Sep 30 2022 02:12:42 PM EDT  
Key: B4D58069; IP Address: 108.6.103.177

|                                  |      |
|----------------------------------|------|
| Jessica K. Ordaz Garcia (Tenant) | Date |
|----------------------------------|------|

## NO SHORT TERM AND/OR TRANSIENT OCCUPANCY RIDER

This Rider (this "Rider") to the Residential Lease Contract (the "Agreement") dated **September 22, 2022**, between the Owner of **Bedford Courts III LLC** ("Owner") and **Mark De Souza and Jessica K. Ordaz Garcia**, jointly and severally (hereinafter collectively and individually "Residents") for the premises at **1101 President Street, Brooklyn, NY 11225** (the "Leased Premises"), which is located within **The Arch** (the "Residential Community"). All capitalized terms used but not defined herein shall have the meaning set forth in the Residential Lease Contract.

Owner and Resident hereby agree as follows:

1. **Class "A" Multiple Dwelling.** Residents acknowledge and understands that the Leased 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 Resident and/or other lawful occupant(s) for no less than thirty (30) consecutive days.
4. **Prohibition Against Short Term And/Or Transient Rental.** Residents agree and acknowledge that it is a violation of existing law and, by extension, the Agreement, to rent, sublease or license in any way the subject premises for less than a period of thirty (30) days, and Residents covenant and agree that Residents shall not rent, sublease or license in any way the Leased Premises for less than a period of thirty (30) days. Resident further covenants and agrees not to advertise the subject Leased 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 Owner's Remedies.** Any breach of the provisions of this Rider shall be a material breach of the Agreement and constitute grounds for immediate termination of the Agreement by Owner without the service of any notice of default and commencing a summary proceeding to evict Residents from the Leased Premises. Residents agree 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 Agreement, 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, Residents agree to indemnify and hold Owner harmless from and against any and all loss or damage which Owner may incur as a result of the breach by Residents of any of the foregoing, including, without limitation, any penalties imposed by a municipal agency, any withholding of rent by other residents of the Residential Community, and reasonable attorneys' fees and disbursements incurred by Owner in connection with any litigation or negotiations with Residents, or any other residents of the Residential Community with respect to the foregoing.
6. Nothing contained herein shall be deemed permission for Residents to sublease the subject premises for any period days or more without obtaining Owner's prior written consent as required by the Agreement and/or Sec. 226-b of the Real Property Law.

**Bedford Courts III LLC**



**Signed by Mark De Souza**

Fri Sep 30 2022 02:12:15 PM EDT

Key: DAC2AE17; IP Address: 108.6.103.177

Mark De Souza (Tenant)

Date

(Bedford Courts III LLC)

Date



**Signed by Jessica K. Ordaz Garcia**

Fri Sep 30 2022 02:12:50 PM EDT

Key: B4D58069; IP Address: 108.6.103.177

Jessica K. Ordaz Garcia (Tenant)

Date



Initial:



# SMOKE AND CARBON MONOXIDE DETECTOR RIDER

**BUILDING ADDRESS:** 1101 President Street, Brooklyn, NY 11225

**UNIT:** 725

**TENANT:** Mark De Souza and Jessica K. Ordaz Garcia

## 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 **\$0.00** per alarm, or a maximum of **\$0.00** 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.

## This will confirm that:

1. I/we have received a smoke & carbon monoxide detector(s) installed by the Owner in the apartment referenced below.
2. The Smoke & Carbon Monoxide Detector(s) was/were in working condition when provided.
3. I/we shall, hereafter, be responsible for the maintenance and repair of the Smoke & Carbon Monoxide Detector(s), including, but not limited to, the replacement of batteries when needed.

**Bedford Courts III LLC**



**Signed by Mark De Souza**

Fri Sep 30 2022 02:12:20 PM EDT

Key: DAC2AE17; IP Address: 108.6.103.177

Mark De Souza (Tenant)

Date

(Bedford Courts III LLC)

Date



**Signed by Jessica K. Ordaz Garcia**

Fri Sep 30 2022 02:12:56 PM EDT

Key: B4D58069; IP Address: 108.6.103.177

Jessica K. Ordaz Garcia (Tenant)

Date



## RESIDENTIAL BUILDING SMOKING POLICY

New York City law (**Local Law 147 of 2017**) requires an apartment building owner of three or more apartments to establish a smoking policy and to provide a copy of the policy to all occupants of the building.

### Policy on Smoking:

Smoking is not allowed in the locations checked below (check all boxes that apply). Even if no boxes are checked, New York City law bans smoking tobacco or non-tobacco products and using e-cigarettes in indoor common areas (including, but not limited to, lobbies, hallways, stairwells, mailrooms, fitness areas, storage areas, garages and laundry rooms).

- ☒ Inside of apartments\*
- ☒ Outside of areas that are part of apartments, 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: \_\_\_\_\_

Sincerely,

**Bedford Courts III LLC**



**Signed by Mark De Souza**

Fri Sep 30 2022 02:12:41 PM EDT

Key: DAC2AE17; IP Address: 108.6.103.177

Mark De Souza (*Tenant*)

Date

(Bedford Courts III LLC)

Date



**Signed by Jessica K. Ordaz Garcia**

Fri Sep 30 2022 02:13:02 PM EDT

Key: B4D58069; IP Address: 108.6.103.177

Jessica K. Ordaz Garcia (*Tenant*)

Date

\* An existing tenant of a rent-stabilized and rent-controlled apartment may be exempt from a policy restricting smoking inside their apartment unless the tenant consents to the policy in writing. This policy also may not apply during the lease term of an unregulated tenant.



INITIALS:



# 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): **Mark De Souza and Jessica K. Ordaz Garcia**  
 Lease Premises Address: **1101 President Street, Brooklyn, NY 11225**  
 Apartment Number: **725 (the "Leased Premises")**  
 Date of Lease: **December 29, 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 \_\_\_\_\_.

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 Mark De Souza**

Fri Sep 30 2022 02:12:48 PM EDT

Key: DAC2AE17; IP Address: 108.6.103.177

Mark De Souza (Tenant)

Date



**Signed by Jessica K. Ordaz Garcia**

Fri Sep 30 2022 02:13:12 PM EDT

Key: B4D58069; IP Address: 108.6.103.177

Jessica K. Ordaz Garcia (Tenant)

Date

**Bedford Courts III LLC**

(Bedford Courts III LLC)

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 December 29, 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 Mark De Souza**

Fri Sep 30 2022 02:13:00 PM EDT

Key: DAC2AE17; IP Address: 108.6.103.177

Mark De Souza (*Tenant*)

*Date*



**Signed by Jessica K. Ordaz Garcia**

Fri Sep 30 2022 02:13:20 PM EDT

Key: B4D58069; IP Address: 108.6.103.177

Jessica K. Ordaz Garcia (*Tenant*)

*Date*

Print Name, Address, and Apartment Number:

**Mark De Souza and Jessica K. Ordaz Garcia**

**1101 President Street #725, Brooklyn, NY 11225**

Return this form to (Owner address):

**1101 President Street, Brooklyn, NY 11225**

## TEMPORARY AMENITY CONCESSION RIDER

IT IS HEREBY AGREED this **22nd** day of **September, 2022**, by and between **Bedford Courts III LLC** (hereinafter "Owner"), owner of the premises known as and located at **1101 President Street, Brooklyn, NY 11225** ("subject premises") and **Mark De Souza and Jessica K. Ordaz Garcia** (hereinafter "Tenant"), tenant of **Apartment #725** 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 **Indoor Fitness Center, Outdoor Fitness Center, Outdoor Roof Deck, Business Center, and Resident Lounge**.
2. The parties agree that the cost to utilize the Amenities is **\$65.00** per month, as set forth in the attached lease ("Lease") dated **December 29, 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 **\$1,105.00** for the **17th month** period from **December 29, 2022** through **May 28, 2024**. 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.

**Bedford Courts III LLC**



**Signed by Mark De Souza**

Fri Sep 30 2022 02:18:32 PM EDT

Key: DAC2AE17; IP Address: 108.6.103.177

Mark De Souza (Tenant)

Date

(Bedford Courts III LLC)

Date



**Signed by Jessica K. Ordaz Garcia**

Fri Sep 30 2022 02:13:53 PM EDT

Key: B4D58069; IP Address: 108.6.103.177

Jessica K. Ordaz Garcia (Tenant)

Date

## TERRACE/BALCONY RIDER

RIDER TO AND FORMING PART OF LEASE DATED DECEMBER 29, 2022 BETWEEN BEDFORD COURTS III LLC AS LANDLORD, AND MARK DE SOUZA AND JESSICA K. ORDAZ GARCIA AS TENANT(S), FOR APT. 725 AT 1101 PRESIDENT STREET BROOKLYN, NY 11225.

Tenant(s) shall have and enjoy the exclusive use of the Terrace/Balcony appurtenant to the subject apartment subject to the applicable provisions of this Lease and to the use of the Terrace/Balcony to the extent herein and therein permitted. The Tenant's use thereof shall be subject to such regulations as may, from time to time, be prescribed by the Landlord. Tenant(s) shall keep the Terrace/Balcony accessible from his/her (their) apartment, free from snow, ice, leaves, rubbish and other debris and shall maintain all screens and drain boxes in good condition. Tenant(s) shall be responsible for any water damage caused to the Apartment or any other apartment or to the building, resulting from clogged drains or from any other use of the Terrace/Balcony. No planting, fences, structures or lattices shall be erected or installed on the Terrace/Balcony without prior written approval of the Landlord, which approval shall be in the sole discretion of the Landlord. Any plantings or structures erected by Tenant(s) may be removed and restored by Landlord at the expense of Tenant(s) for the purpose of repairs, upkeep or maintenance of the Building. Tenant(s) shall immediately report any unusual water accumulation to the Landlord. Any outdoor furniture shall be of sufficient weight and/or properly anchored that wind or other weather conditions cannot move it. Cooking including but -not limited to barbecuing of any kind on the Terrace/Balcony is not permitted. Tenant(s) may not store any combustible materials on the Terrace/Balcony. **Tenant(s) may not store any bicycles, strollers, grocery carts, clothing, boxes, toys, garbage, cleaning products or furniture on the Terrace/Balcony.** The failure of Tenant(s) to comply with the requirements of this Rider shall constitute a substantial violation of the Lease.

Understood and Agreed to by:

**Bedford Courts III LLC**



**Signed by Mark De Souza**

Fri Sep 30 2022 02:18:41 PM EDT

Key: DAC2AE17; IP Address: 108.6.103.177

Mark De Souza (Tenant)

Date

(Bedford Courts III LLC)

Date



**Signed by Jessica K. Ordaz Garcia**

Fri Sep 30 2022 02:14:08 PM EDT

Key: B4D58069; IP Address: 108.6.103.177

Jessica K. Ordaz Garcia (Tenant)

Date

NOTE: All persons named as a Tenant in the Lease must sign this Lease Rider.



## **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: 1101 President Street #725, Brooklyn, NY 11225**



**Signed by Mark De Souza**

Fri Sep 30 2022 02:18:47 PM EDT  
Key: DAC2AE17; IP Address: 108.6.103.177

Mark De Souza (Tenant)

Date



**Signed by Jessica K. Ordaz Garcia**

Fri Sep 30 2022 02:14:15 PM EDT  
Key: B4D58069; IP Address: 108.6.103.177

Jessica K. Ordaz Garcia (Tenant)

Date

**RETURN THIS FORM TO:**

Bedford Courts III LLC  
1101 President Street  
Brooklyn, NY 11225

**FOR FURTHER INFORMATION CALL:**

**Window Falls Prevention Program (212) 676-2162**



# 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](https://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](https://nyc.gov/hpd) and search for **indoor allergen hazards**.



## WHAT YOU CAN DO TO PROTECT CHILDREN FROM LEAD PAINT

- Report peeling paint in your apartment to your landlord.
- Call 311 if your landlord does not fix peeling paint or if you think repair work is being done unsafely.
- Wash floors, windowsills, hands, toys and pacifiers often.
- Remind your doctor to test your child for lead poisoning at ages 1 year and 2 years. Ask the doctor about testing older children.



## YOU CAN HELP PREVENT LEAD POISONING

### CALL 311 to:

- Report unsafe work practices.
- Learn more about how to prevent lead poisoning.
- Find out where to get your child tested and treated for lead poisoning.
- Order more copies of this brochure or other materials on Local Law 1 and lead poisoning prevention.

Owners of multiple dwelling buildings (three or more apartments) must give this brochure to tenants when they sign a lease or move into an apartment if the building was built before 1960 (or between 1960 and 1978 if the owner knows that the building has lead paint). This brochure contains basic information about Local Law 1 of 2004 and is provided for your convenience only. For a copy of the law and applicable rules, visit [nyc.gov/hpd](https://nyc.gov/hpd).

For more information about preventing lead poisoning, visit [nyc.gov/leadfree](https://nyc.gov/leadfree).

# LEAD PAINT HAZARDS IN THE HOME

What tenants should know about  
their rights and responsibilities





## WHAT YOU SHOULD KNOW ABOUT LEAD PAINT

Lead is a poison often found in old paint. Lead paint, and the dust that it turns into, is the most common cause of childhood lead poisoning. Lead poisoning can cause learning and behavior problems in children. The use of lead paint in residential buildings was banned in New York City (NYC) in 1960. Buildings built before 1960 may still have lead paint on the walls, windows, windowsills, doors and other surfaces.

If paint begins to peel or home repairs are done unsafely, lead paint and dust can spread around your home. When children put their hands and toys in their mouths, they can swallow lead dust.

There are laws and services in NYC to help protect children from lead poisoning. Local Law 1 of 2004 requires landlords to identify and fix lead paint hazards in the apartments of children younger than age 6. This law applies if the building has three or more apartments and was built before 1960 (or between 1960 and 1978 if the owner knows that the building has lead paint).



## WHAT YOU SHOULD KNOW ABOUT THE LAW

It's important to know your rights and responsibilities as a tenant.

### LANDLORDS must:

- Find out if any children younger than age 6 live in the building. They must inspect those apartments for lead paint hazards every year.
- Repair lead paint hazards in all rental units, including one- and two-family homes, before a new tenant moves in.
- Use safe work practices and trained workers when fixing lead paint hazards and when doing general repair work that disturbs lead paint.
- Use firms certified by the United States Environmental Protection Agency (EPA) when disturbing more than 100 square feet of lead paint, replacing windows or fixing violations issued by the New York City Department of Housing Preservation and Development (HPD).

### TENANTS must:

- Fill out and return the annual notice they receive from their landlord. This form tells the landlord if any children younger than age 6 live in the apartment.
- Notify the landlord in writing if the tenant has a baby or if a child younger than age 6 comes to live in the apartment.

### SAFE WORK PRACTICES INCLUDE:



Posting warning signs outside the work area.



Moving or covering all furniture and sealing off floors, doors and other openings with plastic and waterproof tape.



Cleaning the work area daily with either wet mops or a HEPA vacuum, and cleaning with BOTH wet mops and a HEPA vacuum after the repair work is done.



Having a trained person take clearance dust wipes after the work is complete to make sure that lead dust levels are safe and give a copy of the results to the tenant.

**Landlords and contractors must NEVER dry-scrape or dry-sand lead paint.**