

Form W-9 (Rev. October 2018) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give Form to the requester. Do not send to the IRS.
1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Boneli Lotilla		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☒ Individual/Sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=Corporation, S=S corporation, P=partnership) ▶ _____ Note. 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 not 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. ☐ Other (see instructions) ▶ _____ 4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)		
5 Address (number, street, and apt. or suite no.) See instructions. 540 Waverly Avenue #8C		Requester's name and address (optional)
6 City, state, and ZIP code Brooklyn, New York 11238		
7 List account number(s) here (optional)		

Part I	Taxpayer Identification Number (TIN)
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.	
Note: 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 146949133 or Employer identification number 	

Part II	Certification
Under penalties of perjury, I certify that:	
1. 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 2. 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 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
Certification Instructions. 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.	

Sign Here

Boneli Lotilla (Signature of U.S. Person)

1/25/2023
07:59 PM EST

 Date

General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9 . Purpose of Form 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. Form 1099-INT (interest earned or paid)	- Form 1099-DIV (dividends, including those from stocks or mutual funds) - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds) - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers) - Form 1099-S (proceeds from real estate transactions) - Form 1099-K (merchant card and third party network transactions) - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition) - Form 1099-C (canceled debt) - Form 1099-A (acquisition or abandonment of secured property) Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN. <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>
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January 24, 2023

Dear Boneli Lotilla and Brianna L. Badolato:

We would like to thank you for your interest in leasing an apartment at **540 Waverly**. At this time, your lease application has been processed. Please review the following lease terms:

Apartment: **540 Waverly Avenue #8C, Brooklyn, NY 11238**
Rent: **\$5,800.00**
Term: **1 year, 2 months and 8 days**
Lease Dates: **April 23, 2023** to **June 30, 2024**
Concession: Early Occupancy Beginning **February 23, 2023**
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) Additional Clauses | 2) Amenities Agreement |
| 3) Bedbug Infestation History Disclosure | 4) Bike Agreement |
| 5) Early Occupancy Rider | 6) Fitness Center Agreement |
| 7) Indoor Allergen Hazard Notice | 8) Indoor Allergen Tenant Pamphlet |
| 9) No Smoking Rider | 10) Notice of Suspected Gas Leak |
| 11) Occupancy Rider | 12) Overnight Subleasing Prohibition |
| 13) Renter's Insurance | 14) Rider To Lease |
| 15) Smoke-Carbon Rider | 16) Smoking Policy |
| 17) Sprinkler Disclosure Lease Rider | 18) Stove Knob Covers |
| 19) Surveillance Camera Agreement | 20) Temporary Amenity Concession Rider |
| 21) Tenant Contact Worksheet | 22) Terrace/Balcony Rider |
| 23) W-8 / W-9 | 24) Welcome Letter |
| 25) Standard Form of Apartment Lease | 26) Window Guards - NY |
- 27) Payment in the form of certified check, bank check or money order for the following: **\$5,800.00** representing the first month's rent payable to **CAD Waverly LLC** and a separate check for **\$5,800.00** representing the security deposit payable to **CAD Waverly LLC**.

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 **January 24, 2023**

between Owner(hereinafter referred to as "Owner" or "Lessor"), **CAD Waverly LLC**

whose address is **C/O Choice New York Management 254 West 31st 6th Floor New York, NY 10001**

and Tenant (hereinafter referred to "Tenant" or "Lessee"), **Boneli Lotilla and Brianna L. Badolato**

whose address is **540 Waverly Avenue #8C, Brooklyn, NY 11238**.

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 **8C** (the "Apartment") in the building at **540 Waverly Avenue, Brooklyn, NY 11238** (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 **April 23, 2023**. 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 **June 30, 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~~ **[fourteen (14) 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 **\$5,800.00** 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., **\$5,800.00**);

(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.



Initials: LB



- 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 16th 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 **\$5,800.00** (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 **BankUnited** bank at **Miami Lakes, FL**. 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 any other 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 Apartment 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: Hot water.
[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 free of charge and 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



Initials: 



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



Initials: 



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 ~~for 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:

168 Halsey St
Brooklyn, NY 11216

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



Initials: JB



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 \$50.00 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.

Initials: JB

B.B. F496FC53

- 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: CAD WAVERLY LLC	
			Signed by David Ennis Thu Jan 26 2023 04:19:10 PM EST Key: 6A1E246F; IP Address: 173.54.1.183
(Witness)	Date	(CAD Waverly LLC)	Date
			1/25/2023 08:21 PM EST
(Witness)	Date	Boneli Lotilla (Tenant)	Date
			Signed by Brianna L. Badolato Wed Jan 25 2023 08:13:24 PM EST Key: F496FC53; IP Address: 24.185.118.228
(Witness)	Date	Brianna L. Badolato (Tenant)	Date

ADDITIONAL CLAUSES attached to and forming a part of Lease dated January 24, 2023 between 540 Waverly, as Owner, and Boneli Lotilla and Brianna L. Badolato, as Tenant(s), for apartment 8C (the "Apartment") in the premises located at 540 Waverly Avenue, Brooklyn, NY (the "Building").

In the event of any inconsistency between the provisions of this Rider and the provisions of The Standard Form of Apartment Lease, The Real Estate Board of New York, Inc. form, hereinafter referred to as the printed form, 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.

33. Lease Offer We are offering the Tenant

- ☐ A one-year lease.
- ☒ A two-year lease.

34. Construction The Apartment is located in a newly constructed multiple dwelling. Tenant acknowledges that the Building will require construction work to be completed. Therefore, during the initial year of the lease term there will be a period where Building and Apartment services will be implemented, refined and corrected (the "refinement period") due to construction. It is understood and agreed that plywood may line the elevator cabs and walls in the lobby. Carpeting and wall covering may not be placed in the hallway until the Building is fully occupied. Tenant further acknowledges that there is on-going construction and that all facilities and amenities may not be available upon initial occupancy. All construction shall be performed with all requisite approvals and pursuant to all applicable statutes, codes, laws, and ordinances. Tenant agrees that his/her reasonable expectation of the Apartment and the Building is that there will be construction work and workers in or about the premises that will result in noise, dust and other inconveniences and other problems associated with construction. Tenant acknowledges these conditions and agrees that the rental rate has been set taking these conditions into account. Tenant's acknowledgment of these conditions is a material inducement for the Owner of the Building to enter into this Lease. Therefore, Tenant agrees that it shall not make any claim against Landlord as the rental rate provided herein reflects such annoyance, inconvenience and other problems that will or may occur during construction.

35. Occupancy It is understood that the above-mentioned Apartment is to be used for residential living purposes only. Further the Tenant understands and agrees that the Apartment shall be occupied by the Tenant or Tenants named herein and by immediate family members of the Tenant or Tenants. So long as the Tenant(s) occupies the Apartment as his or her their primary residence, if this lease has only one named Tenant named thereon, the Apartment may also be occupied by one additional occupant and the dependent children of said occupant. If this lease has two or more tenants named herein, the Apartment may be occupied by additional occupant(s) and the dependent children of said occupant(s), provided, however, that the total number of Tenants and occupants (exclusive of said occupant(s) dependent children) does not exceed the number of tenants named in the Lease. In no event may any occupant occupy the Apartment unless at least one person named in the Lease as Tenant shall be in occupancy of the Apartment as his or her primary residence. Tenant agrees to inform the Owner, in writing, of the name of each immediate family member, occupant and their dependent children, if any, within thirty (30) days following the Owner's written request therefore. Tenant agrees that absent express written consent by the Owner, no family member, occupant dependent child thereof or any other person other than the Tenant(s) shall acquire any right to occupancy rights to the Apartment. Neither the tender nor the acceptance of a rent payment by or on behalf of any person other than the Tenant(s) named on the Lease shall constitute such express consent. Occupancy which does not conform with this paragraph in all respects including timely response to Owner's written request for the names of each individual family member-occupant and their dependent children, shall constitute a violation of a substantial obligation of the tenancy which may lead to a termination of the Lease.

36. Intentionally left blank.

37. Intentionally left blank.

38. Sublet Surcharge/Assignment Increase It is agreed that if the Landlord consents to a sublet request by a Tenant in accordance with Real Property Law Section 226-b that the Landlord will be entitled to collect a sublet surcharge of 5% of the rent.

39. Delay in Giving Possession. This paragraph replaces paragraph 5 of this Lease. A situation could arise which might prevent Owner from letting Tenant move into the Apartment on the beginning date set in this Lease. If this happens from reasons beyond Owner's reasonable control, Owner will not be responsible for Tenant's damages or expenses and this Lease will remain in effect. Tenant understands that this Building is being newly constructed and that there may be a delay in the completion of construction, the issuance of a temporary or permanent certificate of occupancy, or in scheduling access to the service elevator required before Tenant may obtain possession of the Apartment. Tenant agrees that these are examples of delays beyond Owner's reasonable

control. However, in case of a delay, this Lease will start on the date when Owner is able to allow Tenant to move in. Tenant will not have to pay rent until the move-in date which Owner will give Tenant by written notice at least five (5) days in advance, or the date Tenant moves in, whichever is earlier. If Owner is not able to allow Tenant to move in until a day in a later calendar month, the ending date in Article 2 will be changed to the last day of the calendar month after Tenant is able to take possession plus the whole number of year(s) of the original term without regard to any days which are only part of the initial month, except that if Tenant is not able to move in until a day in a later calendar month than the first day of that month, then the term will end on the day before plus the whole number of year(s) of the original term without regard to any day which are only part of the initial month (For example, (a) if the beginning date in paragraph 2 is August 15, 2022 and the ending date is August 31, 2022 and the Owner is not able to allow Tenant to take possession until August 28, 2022 the ending date would remain unchanged at August 31, 2022; (b) if the beginning date in paragraph 2 is August 15, 2022 and the ending date in paragraph 2 is August 31, 2022, and the Owner is not able to allow Tenant to take possession until September 3, 2022, the ending date would be September 30, 2022; (c) if the beginning date in paragraph 2 is August 15, 2022, and the ending date in paragraph 2 is August 31, 2022, and the Owner is not able to allow Tenant to take possession until October 1, 2022, the ending date would be September 30, 2022. If Owner does not give Tenant written notice of the move-in date that is within 45 days of the beginning date of the term of the Lease as stated in Article 2, Tenant may tell Owner in writing that Owner has 15 additional days to let Tenant move in, or else the Lease will end. If Owner does not allow Tenant to move in within those additional 15 day, then the Lease is ended. Any money paid by Tenant on account of this Lease will then be refunded promptly by Owner.

40. **Ceiling Heights** Tenant agrees that varying ceiling heights throughout the Apartment, if any, have no effect upon the rental value of the Apartment.
41. **Carpeting Clause** It is agreed that the Tenant will cover at least 80% of the floor area of the Apartment with rugs or carpeting. The Tenant is also required to install at lease 1/4 inch thick padding underneath such carpeting or rugs.
42. **Late Payment Clause** It is agreed that the rental under this Lease is due and payable in equal monthly installments in advance on the first day of each month during the entire Lease term. In the event that any monthly installment of rent, or any other payment required to be made by the Tenant under this Lease shall be received by Owner after the 5th day of the month, a late charge of \$290.00 for each late payment may be charged by the Owner until paid for the purpose of defraying the expensed incurred in handling delinquent payments. If an unpaid check is returned to the Owner, the Tenant will be charged \$20.00 or such greater amount charged to Owner by its bank for the purpose of defraying the expenses incurred in handling the returned check.
43. **Remedies of Owner** The Tenant agrees that any violation of the provisions of this Lease shall be deemed a material violation of a substantial obligation of this Lease and shall entitle the Owner to terminate this Lease.
44. **Construction of Neighboring Buildings and Lot Line Windows** In the event any windows, light or view in the Apartment shall become obstructed, in whole or in part, as a result of the erection of a building or structure or otherwise, such occurrences shall not be deemed a breach of this Lease or any of Owner's obligations hereunder and this Lease shall remain in full force and effect without any right by Tenant to make a claim for damages, nuisance, abatement of rent or otherwise. If Tenant's apartment contains one or more "lot line" window(s), Tenant is advised that a building or structure may be erected on adjacent property which may completely block the said lot line window(s).
45. **No Oral Agreements** It is agreed that this instrument cannot be changed orally and is subject to the review and approval of the Owner. The applicant hereby waives any claims against the Owner in the event this Lease is rejected for any reason. The Owner will in no event be bound, nor will possession be given unless and until this Lease is executed by the Owner and delivered to the Tenant. No representations other than those contained within this lease agreement have been made by Owner. All understandings and agreements heretofore made between the parties hereto are merged in this contract, which alone, full and completely expresses the agreement between Owner and Tenant.
46. **Personal Property** Tenant acknowledges that the Owner is not obligated to replace or maintain any personal property left in the Apartment by a previous Tenant.
47. **Waterbeds** Tenant agrees not to keep furniture which contains water or other liquid, including but not limited to "water beds" in the Apartment.
48. **Terraces** Tenant shall keep its terrace or balcony, if any, and the drains located therein, free from all rubbish, dirt debris or wind-blown materials, and Tenant shall be responsible for any water damage caused to Tenant's Apartment or any other apartment or to the Building, resulting from clogged drains or from any other use of such patio, terrace, or balcony. The Tenant may not install a fence or any addition to the terrace or balcony. No

plantings or other objects shall be placed on any terrace or balcony without the written permission of the Owner. Tenant understands that the location of the Building can subject it to winds that can effect unsecured items left in, on or about the terrace. The failure to adhere to this requirement and to otherwise secure or remove possessions place on the terrace area, and to bolt shut all terrace doors and windows shall be a breach of lease, and my subject Tenant to potential liability in the event of any damage. Tenant shall fully indemnify and hold Owner harmless in the event of any such damage. Tenant may not place any furniture on the terrace. Tenant must never leave any personal property on the terrace when Tenant is not present on the terrace. In the event of the City declares a wind advisory, or similar weather condition, such event shall constitute an emergency, such that Owner may enter the Apartment without prior notice to tenant in order to ensure that all property on the terrace is properly secured. Tenant also understands that, from time to time, window washing may occur. At such times, use of terraces in the line where window washing is on-going shall be restricted and it is agreed that such temporary restriction shall not constitute a breach of Lease by Owner nor diminution of services.

- 49. Employees Misconduct** In the event any employee of the Owner renders assistance in the handling or delivery of any furniture, household goods, or other articles at the request of the Tenant or any lawful occupant, or at the request of any employee or guest of the Tenant, then said Owner's employee shall be deemed an agent of the person making such request and the Owner is expressly relieved from any and all loss or liability in connection therewith.
- 50. Pet Rider** Tenant may keep a pet in the Apartment, subject to the terms of a separate Pet Rider, made a part of this Lease.
- 51. Garbage Recycling** The Tenant agrees at his/her sole cost and expense, to comply with all present and future laws, orders and regulations, commissions and boards regarding the collection, sorting, separation, and recycling of waste products, in accordance with the rules and regulations adopted by the Owner for the sorting and separation of such designated recyclable materials. Owner reserves the right, where permitted by law, to refuse to collect or accept from Tenant any waste products, garbage, refuse, or trash, which is not separated and sorted as required by law. Tenant shall pay all cost expenses, fines, penalties, or damages which may be imposed on Owner or Tenant by reason of Tenant's failure to comply with the provisions of this Article. Tenant's failure to comply with this Article shall constitute a violation of a substantial obligation of the tenancy, local statute and all of Owner's Rules listed in this Lease. Tenant shall be liable to the Owner for any costs, expenses, or disbursements, including attorney's fees, incurred by Owner in the commencement and/or prosecution of any action or proceedings by Owner against Tenant, predicated upon Tenant's breach of this Article.
- 52. Heating and Air Conditioning** In addition to the other services provided by the Owner as set forth in the Lease, subject to the terms and conditions of the Lease applicable to the furnishing of other services, the Owner has installed an HVAC unit(s). The Owner will maintain the equipment unless damaged by the fault or negligence of the Tenant, his/her guests, employees, contractors or invitees, however, Tenant is responsible for the electricity utilized by operation of said HVAC.
- 53. Insurance** It is required that during the term of this Lease Agreement, the Tenant shall maintain "Renters" insurance complying with the minimum coverage per occurrence for bodily or personal injury and minimum contents limits per occurrence for property damage as per a separate Insurance Rider, included with this Lease.
- Tenant shall pay for damages suffered by and reasonable expenses of Owner relating to any claim arising from any act or neglect committed by Tenant.
- 54. Clothes Washers and Clothes Dryers** Notwithstanding anything to the contrary contained herein, Tenant shall not install any clothes washing machine or clothes dryer machine in the Apartment without the express written approval of the Owner. The only clothes washing machine and dryers allowed in the Apartment are those installed by the Owner. The Tenant shall maintain and repair the washing machine and dryer installed in the Apartment. Tenant is responsible for the utilities utilized by said washing machine and dryer.
- 55. Owner's Rules Listed in this Lease** Owner reserves the right to rescind or amend any of the Owner's rules listed in this Lease, and to institute such other rules from time to time as may be deemed necessary for the safety, care, or cleanliness of the Apartment and/or Building and for securing the comfort and convenience of all tenants. The Owner shall not be liable to Tenant for the violation of any of the Owner's rules or the breach of any of the items in any Lease by any other Tenant or occupant of the Building.
- 56. Abandoned Property** Whatever remains in the Apartment after Tenant vacates is considered abandoned by Tenant and at the election of the Owner, shall either be left in the Apartment or removed. Tenant shall be responsible for Owner's expenses and/or damages resulting from removal of abandoned property or restoration of the Apartment necessary to correct any damage caused by removal of Tenant's installation.

- 57. Notation on Checks** Writing, notations, statement or otherwise, written on the front or back of any check,

money order, or other form of payment given to the Owner will not be considered part of this Lease and will not be binding on the Owner. The Owner's acceptance, endorsement, deposit, or negotiation of the check, money order, or other form of payment will not be considered an acceptance of the conditions on the check and the Owner may accept the check as if the writing, statement, or notification did not exist. The Owner's acceptance of a check, money order, or other form of payment from a person or entity not on this Lease will not be considered acceptance of that party either as an occupant or a party to this Lease.

58. Failure to Pay Full Rent The receipt by the Owner of any amount which is less than that amount of rent or additional rent owed by Tenant shall not be deemed a waiver of the right to collect the balance in a summary proceeding for nonpayment of rent. Any payment of rent or additional rent which is less than the full amount owed, shall be deemed to be on account of and shall be applied to the earliest rent due.

59. Third Party Payment Tenant acknowledges that the Owner may not fully scrutinize and examine each check to see that the check is submitted is the check of the Tenant. Accordingly, in the event a third-party check is given for rental due and is accepted by the Owner, such acceptance shall not constitute a waiver of Owner's rights nor confer any rights upon the third party to make a claim as a Tenant or right to occupy the premises, or creates a Owner-Tenant relationship between the third party and Owner.

60. Noise

(a) No Tenant shall make or permit any disturbing noises in the Building by him/herself, his/her family, friends, guests, employees, or servants, nor do or permit anything by such persons that will interfere with the rights, comforts, or convenience of other tenants.

(b) No Tenant shall make or permit any disturbing noises or activity or permit anything to be done in Tenant's Apartment or the Building that will interfere with the rights, comforts or conveniences of other tenants at any time. No Tenant shall play or suffer to be played any musical instruments, or operate or permit to be operated a stereo, radio, television or CD player, loudspeakers or similar devices in Tenant's Apartment if he/she shall disturb or annoy any other occupant/tenant of the Building. No construction, repair work or other installation by Tenant that involves noise or vibration shall be conducted in any Apartment except on weekdays, excluding legal holidays, and only between the hours of 9:00 a.m. and 5:00 p.m.

61. Moving Tenant can only move furniture and possessions on designated days and hours that have been scheduled in advance and with prior approval from and pursuant to the procedures by the Owner. Owner shall not be liable for any costs, expenses, or damages incurred by Tenant in moving because of delays caused by the unavailability of the elevator.

(a) If, at any time, Tenant is using a moving company to move possessions into the Building, such company must be licensed and bonded and the Owner or Manager shall specify the parties to be named as an additional insured by said moving company. Tenant must, no less than 48 hours in advance of the moving date, provide a \$1,000.00 deposit to ensure Owner against damage to the building, its elevators, hallways and other common areas. Subsequent to the move in, Owner shall return such deposit to Tenant less any offset for damage to the foregoing.

(b) if, at any time, Tenant is not using a moving company to move possessions into the Building, Tenant must, no less than 48 hours in advance of the moving date, provide a \$2,500.00 deposit to ensure Owner against damage to the Building, its elevators, hallways and other common areas. Subsequent to the move in, Owner shall return such deposit to Tenant less any offset for damage to the foregoing. The rights and obligations as set forth in the separate moving rider shall govern and shall supersede any inconsistency with this paragraph.

62. Invalidity of Any Provision If at any time, covenant, condition, or provision of this Lease or Rider shall be invalid or unenforceable to any extent, the remaining terms, covenants, conditions, and provisions of this Lease or Rider other than those as to which any term, covenant, condition, or provision is held invalid or unenforceable, shall not be effected thereby and each remaining term, covenant, condition, and provision of this Lease and Rider shall be valid and shall be enforceable to the fullest extent permitted by law.

63. Other Amenities and Facilities To the extent amenities or facilities are provided during the term of this Lease, Tenant may use and pay such additional fee, if applicable pursuant to separate amenity agreements. Tenant agrees to sign any requisite liability waivers and agreements, which may be required for use of the related facilities. Tenant shall be required to comply with all Rules established from time to time in connection with the related facilities. If Tenant defaults in connection with any obligation of Tenant with respect to any of the amenity agreements, then Tenant shall be prohibited from using such related facilities. Owner makes no representation as to what facilities are available and reserves the right to change the facilities at a future time and eliminate the facility completely, notwithstanding anything to the contrary contained in this Lease. Tenant shall not have any right to use the facilities following the termination or expiration of this Lease and/or Tenant vacating the

Apartment.

64. INTENTIONALLY LEFT BLANK

- 65. Vacate Notice** Tenant agrees to supply Owner with sixty (60) days written notice or as provided by law prior to the expiration of this Lease in the event Tenant does not desire to renew the term hereof.
- 66. Keys and Locks** Owner may retain a pass key to the Apartment and/or a duplicate key to all locks. Article 39 of the Lease shall govern the installation of locks.
- 67. Lockout Fees** The following fees will be charged to unlock apartment entrance doors. Owner makes no representation that staff will be available at all times to provide access:
- 8:00 A.M. - 4:00 P.M.(Monday through Friday): \$50.00
- 4:00 P.M. - 8:00 A.M. (Monday through Friday): \$75.00
- 4:00 P.M. Friday through 8:00 A.M. Monday: \$100.00
- 68. Tenant Misrepresentation** Owner has reasonably relied upon all representations made by Tenant in applying to lease an apartment, absent which reliance Owner would neither have offered nor executed this Lease. It is agreed that in the event the Tenant shall in its application for an apartment which applications is incorporated by referenced herein, and made a part hereof, make any misrepresentation or untruthful statement, Owner may treat same as a violation of the covenant of this Lease, and the remedies provided under the terms of this Lease in the event of violation of the terms hereof shall become applicable thereto in addition to which Owner may seek rescission this Lease by reason of such misrepresentation. In the event the Owner shall discover or ascertain such misrepresentation or untruthful statement before the commencement of the term hereunder, the Owner shall have the right to terminate this Lease and refuse occupancy to the Tenant.
- 69. Deliveries** Notwithstanding anything contained in any other Article of this Lease, the Tenant agrees not to deliver or cause to be delivered to Owner or Owner's authorized agent for delivery to the Tenant or to any other person any item of property (packaged or otherwise) delivered to Building. The Tenant further agrees that in no event shall Owner be liable for loss or damage to any property (package or otherwise) which shall be delivered to Owner's authorized agent for delivery to the Tenant or to any other person and the Tenant hereby indemnify and agree to hold Owner harmless from any liability or claim for loss or damage to any such property which may be asserted by the Tenant or any consignor, deliverer, shipper, owner of such property or other person.
- 70. Laundry Equipment** The laundry equipment in the basement of the Building is being operated and maintained by a separate vendor as an accommodation to tenants of the Building. The Owner is not responsible for the maintenance of the laundry equipment, any damage to Tenant's personal property caused by such equipment, or the operations of the laundry service itself. The Tenant will operate at its own expense any laundry equipment.
- 71. Security Deposit** It is expressly understood that Tenant may not use the Security Deposit as rent payment for any months in which rent payment is due. If due, pursuant to the terms of this Lease, refunds of security deposits will be made only after all Tenants and occupants have vacated the premises and have fully complied with all of the terms conditions, and obligations of tenant contained in this Lease with respect to the application of the security deposit.
- 72. Illegal Activity/Eviction** It is expressly agreed and understood that any Tenant, any member of Tenant's family, Tenant's employees, guests, or invitees who conduct any illegal trade, or manufacture, or other illegal business, or activity in the Building, the Apartment, common area or grounds surrounding the Building shall be subject to immediate eviction from the premises.
- 73. Objectionable Conduct** Notwithstanding anything contained herein above to the contrary, Owner is not required to serve a notice of default in the event of objectionable conduct on the part of the Tenant as described in the above.
- 74. Vehicles** No vehicle belonging to the Tenant or to a member of the Tenant's family, guest, employee of the Tenant shall be parked in such manner to prevent ready access to any entrance or driveway of the Building.
- 75. Cooking Electric** The Apartment is equipped with an electric oven and stove. The Tenant shall be responsible for the payment of electricity utilized by said appliance(s). All other services such as telephone, electric, cable and satellite T.V and internet service are not included in the rent and Tenant must pay for the service.
- 76. Smoke Detector** The Apartment shall be equipped with a smoke detector(s) and carbon monoxide detector(s) as required by applicable law. Tenant shall not disable, cover, remove, repair or otherwise tamper with any smoke detector(s) and carbon monoxide detector(s). Tenant shall give prompt written notice to Owner of any damage to the smoke detector(s), and carbon monoxide detector(s), and as to any defect or malfunction in the operation

thereof.

- 77. Sprinkler Heads** Tenant shall not paint over or in any way tamper with or cover any sprinkler heads in the Apartment because such activity may render the sprinkler inoperable. In the event that Tenant paints over or in any way damages a sprinkler head, Tenant shall be responsible for the full cost of replacement of the sprinkler head, which sum shall be collectible as additional rent. Tenant is advised that hot objects, if brought too close to a sprinkler head, may cause the sprinkler system to activate. In the event flooding should occur as the result of activation of any sprinkler head because of tampering, misuse of the Apartment or negligent conduct therein, Owner will repair any damage to the Building and/or the Apartment at Tenant's sole cost and expense, which cost and expense shall be paid by Tenant as an additional rent under this Lease.
- 78. Noxious Odors and Hazardous or Toxic Materials** Tenant shall not permit any noxious odors or objectionable odors to emanate from Tenants Apartment or any area of the Building. Further Tenant shall not use, operate, store or dispose of any type of hazardous or toxic materials or substances at, from or in the Apartment or any area of the Building. The Tenant acknowledges that the Building has been designated as a no-smoking building.
- 79. Noises, Odors, or Scents** Tenant acknowledges that the Owner has not made any representations or promises with respect to noises or odors however arising and whether occurring inside or outside the Building and Tenant waives and releases any claim, cause of action or set off by reason of our arising out of any noise, inconvenience, aromas, scents, or odors, however arising, and whether occurring inside or outside the Building. Tenant shall not rescind this Lease or be entitled to any compensation or diminution or abatement of rent, nor shall it fail to honor any other obligations under this Lease by virtue of any of the above mentioned items.
- 80. Electrical Appliances** Tenant shall not install, maintain or use any additional electrical appliances in the Apartment without first obtaining prior written consent of the Owner. Such electrical appliances include, but are not limited to, laundry machines, dishwashers, satellite dishes, air conditioners, ventilating equipment, garbage disposals, trash compactors, radio transmitters, and electric heating units.
- 81. INTENTIONALLY LEFT BLANK**
- 82. Public Areas** Tenant acknowledges and agrees that (i) the public halls or stairways of the Building shall not be obstructed or used for any purpose other than ingress to or egress from the apartments in the Building, (ii) no tire lower in the Building shall be obstructed in any way, (iii) no public hall shall be decorated or furnished by any person in any manner, (iv) children shall not play in the public halls, courts, plaza, public terraces, lobby, elevators, or fire towers, (v) children shall not be led or diapered in the lobby or in any other public areas of the Building, (vi) housekeepers and caregivers shall not congregate in the lobby or in other public areas of the Building and (vii) children shall at all times be supervised by an adult in the public areas of the Building.
- 83. Advertisement** Tenant acknowledges and agrees that (i) no sign, notice, advertisement or illumination shall be inscribed, placed or displayed on or at any window of the Apartment, (ii) no sign, notice, or advertisement may be placed in any public area of the Building, and (iii) Tenant shall no peddle, distribute or solicit any merchandise, book, periodical, circular, handbills, pamphlets, advertising material or otherwise, or solicit donations or contributions for or membership in any public or private organization in any public area of the Building.
- 84. Barbecuing Prohibited** Tenant agrees that he/she shall not cook or barbeque on any balconies or terraces located in the Building, regardless of whether such balcony or terrace is a part of the leased premises or amenity facility.
- 85. Preventing Moisture and Mildew**

- (a) Tenant acknowledges that it is necessary for Tenant to provide appropriate climate control in the Apartment and take other measures to retard and prevent mold and mildew from accumulating in the Apartment. Tenant shall (i) maintain the Apartment in clean condition, dust the Apartment on a regular basis and remove any visible moisture accumulation in or on the leased premises, including on windows, walls, floor, ceilings, bathroom fixtures and other surfaces; mop up spills and thoroughly dry affected area as soon as possible after occurrence; and (ii) not block or cover any of the heating, ventilation or air-conditioning ducts in the Apartment and keep climate and moisture in the Apartment at reasonable levels.
- (b) Tenant shall promptly notify management in writing of the presence of the following conditions: (i) any evidence of a water leak or excessive moisture or standing water inside the Apartment or in any common area of the Building; (ii) any evidence of mold or mildew-like growth in the Apartment that persists after Tenant has tried several times to remove it with a common household cleaner containing disinfectants and/or bleach, (iii) any failure or malfunction in the heating, ventilation and air-conditioning systems or the laundry equipment, if any, in the Apartment; and , (iv) any inoperable doors or windows.
- (c) If Tenant fails to comply with the provisions of this Article, then, in addition to Tenant's obligation to indemnify

Owner in accordance with the terms of this Lease for all damage, loss, cost and expense, including attorneys fees and disbursements, suffered or incurred by Owner in connection with said failure to comply, Tenant shall also be responsible for all damage or loss to and all costs and/or expenses suffered or incurred by Tenant, Tenant's personal and other occupants of the Building and their respective personal property.

86. End of Lease Term In the event Tenant holds over in occupancy of the Apartment after the Lease term expires, unless the Lease has been deemed renewed by the Landlord, in addition to any other penalties, costs, fees and expenses provided for in this Lease, Tenant agrees that Tenant shall be liable for payment of “use and occupancy” at 150% of the monthly rent in effect under the expired Lease.
87. Amenities Common Terrace Tenant agrees and understands that he/she may be permitted to use the outside common deck/terrace, however, such use and/or occupancy of the deck/terrace may be limited to Tenant only.

CAD Waverly LLC



1/25/2023
08:30 PM EST

Boneli Lotilla (Tenant) Date



Signed by David Ennis
Thu Jan 26 2023 04:19:10 PM EST
Key: 6A1E246F; IP Address: 173.54.1.183

(CAD Waverly LLC) Date



Signed by Brianna L. Badolato
Wed Jan 25 2023 08:14:45 PM EST
Key: F496FC53; IP Address: 24.185.118.228

Brianna L. Badolato (Tenant) Date

AMENITIES AGREEMENT

Name: Boneli Lotilla and Brianna L. Badolato
Licensor: 540 Waverly
Building: 540 Waverly Avenue, Brooklyn, NY 11238
Apartment: 8C
Telephone:

Execution of this Agreement by the undersigned Licensee(s) (referred to herein as the "Licensee"), shall entitle the Licensee to the use of the amenities, including the **Roof Deck (excluding private cabanas), Fitness Center, Lounge, 2nd Floor Terrace, Pet Spa, Laundry Room.** (together, the "Amenities") located at the Building, subject to compliance by the Licensee with all of the terms and conditions of this Agreement.

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

1. Use of the Amenities shall be on a first come, first served basis. The Licensor (referred to herein as the "Licensor") 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 are tenants of record in the Building and other authorized occupants of their Apartments, subject to payment of fees as per Article "15" below.
2. Guests shall only be allowed onto the **Roof Deck** if accompanied at all times by a Licensee. Licensees, who are tenants of the Building shall have a priority for the use of the other Amenities.
3. Licensee agrees and understands that the areas in which the Amenities are provided ("Amenities 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. No use of electrical appliances is permitted, and no music may be played or produced.
4. Licensee understands and acknowledges that in the event the Licensee fails to leave the Amenities 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 **\$50.00** per hour. Licensee shall clean the barbecue and sink after each use. All trash and debris must either be removed from the Amenities Areas or placed in the designated locations for removal in such areas, if any.
5. The Licensor reserves the right to close all or part of the Amenities Areas at any time, and/or to interrupt or discontinue some or all of the Amenities. There is no obligation on the part of the Licensor to continue to provide the Amenities.
6. The Licensee shall comply with all rules, regulations and directives posted by the Licensor in the Amenities areas, which rules, regulations and directives may be changed from time to time by Landlord 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 Amenities areas and/or suspension or termination of this Agreement, in the sole and absolute discretion of the Licensor.
7. The Licensor, its affiliates, agents and employees shall not be liable for personal injury, loss, theft or damage to the property of Licensee or Licensee's guests in the use of the Amenities. 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 the Amenities Areas.
8. Prior to Licensee's use of the Amenities, Licensor has advised Licensee to obtain insurance for their own protection. 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.
9. To the fullest extent permitted by law, Licensee shall indemnify, defend, and hold harmless the owner of the Building, 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 or while in the Amenities Areas, 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 willful or negligent act or omission of the Licensee and/or their guest(s) or anyone else.

10. Licensee assumes the liability for the use of the Amenities and while in the Amenities Areas. Licensee expressly waives and releases Licensor and the owner of the Building from all claims against Licensor and the owner of the Building and agrees to hold Licensor and the owner of the Building harmless for any loss resulting from the use of the Amenities or while in the Amenities Areas, regardless of the cause. Licensor and the owner of the Building 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 or while in the Amenities Areas.
11. Licensee covenants and agrees, at its sole cost and expense, to the fullest extent permitted by law, to indemnify, defend and hold Licensor and the owner of the Building, their 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 or while in the Amenities Areas, including, without limitation: (a) the conduct or management the Amenities Areas by Licensor (or any person holding or claiming through or under Licensor) or anyone else, including other licensees of the Amenities or guests of licensees; (b) the condition of the Amenities Areas, or any use, nonuse, possession, management or maintenance of the Amenities Areas; (c) any breach or default on the part of Licensor in the performance of any of Licensor's covenants or obligations under this Agreement; (d) any act, negligence or default or error or omission or breach of contract by or of Licensor, or any of its agents, servants, employees, contractors, invitees or other licensees or of any person holding or claiming through or under Licensor; 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 Licensor (or person holding or claiming through or under Licensor) in or about the Amenities Areas. Further, Licensee agrees to indemnify and hold Licensor and the owner of the Building 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 Licensor or the owner of the Building by reason of any such claim, Licensee, upon notice from Licensor, agrees to resist and defend such action at Licensee's sole cost and expense.
12. 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 or while in the Amenities Areas, 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.
13. Licensee shall be responsible for the loss or damage to TV remote controls (if any) pet washing equipment, bicycle storage racks, furnishings or equipment in the business center, community rooms or roof deck, Barbecue equipment or other furnishings and equipment in the Amenities Areas, and shall comply with all rules, regulations and directives that may be posted from time to time relating thereto.
14. No pets are permitted in the Amenity Areas, with the exception of the Pet Washing Station. Alcohol and/or glass bottles are prohibited in the Amenities Areas.
15. Licensee agrees to pay the monthly fee for the use of the Amenities upon execution of this Agreement, and each month thereafter upon billing. For the use of the **Amenities**, Licensee agrees to pay a fee of:
- a. **\$50.00** per person per month, if one tenant of the Apartment desires use of the **Amenities**
 - b. **\$40.00** per additional person per month beyond one tenant of the Apartment, that desires use of the Amenities.
- Licensee acknowledges that as of execution of this Agreement, the Amenities Areas are not fully completed. It is anticipated that such areas will be completed on or about _____, which is subject to change due to construction conditions. Upon expiration or termination of this Amenities Agreement, Licensee shall surrender its key fob to the Amenities Areas and shall discontinue use of the Amenities.
16. Licensee agrees to pay an additional annual fee for the use of the Bike Storage Room pursuant to a separate Bike Storage Room Agreement. Said fee shall be paid upon execution of this Agreement and each year thereafter upon billing. The annual fee is initially **\$180.00** per bike and is subject to adjustment each year.
17. **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, other than a default in the agreement to pay the License Fee, Licensor may serve Licensee with a written notice to stop or correct the specified default within five (5) days. Licensee must then either stop or correct the default within five days, or, if Licensee needs more than five days, Licensee must begin to correct the default within five 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 five days, Licensor may give Licensee a second written notice that this License will end five days after the date the second written notice is sent to Licensee. At the end of this five-day period, this License will end, and Licensee then must deliver to Licensor any keys or key fobs and discontinue use of the Amenities. Licensor shall have the right to ask a Court give the Licensor 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 ten (10) days after a statutory written demand for the License Fee has been made, or if the License ends, Licensors may go to court and ask that Licensee be compelled to discontinue use of the Amenities. Licensors shall also 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 to the Apartment terminates or expires.
- (e) Licensee shall not assign or sublet this License. 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.

18. Renewal.

- (a) Unless this License is terminated by Licensors pursuant to ¶ 17 prior to its expiration, this Agreement shall expire at the end of the License Period. This License shall be renewed only by permission of the Licensors for a period that is co-terminus with the Licensee's renewal lease to the Apartment.
- (b) If Licensee wishes to renew the License, Licensee shall 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, and Licensee shall pay the annual fee upon execution of the renewal.

19. Notice.

- (a) Notice to Licensee may be given by Licensors, at Licensors's election, by ordinary mail, by certified mail, return receipt requested 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.

20. Surrender.

- (a) Upon the expiration or earlier termination of this License, Licensee shall (i) discontinue use of the Amenities, and (ii) surrender the key or key fob used to access the Amenities Areas.
- (b) Any expenses incurred by Licensors for Licensee's failure to surrender the key/key fob to the Amenities Areas and discontinue use of the Amenities, 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 key/key fob upon the expiration or earlier termination of this License, Tenant shall have the status of a holdover occupant of the Amenities Areas/Amenities. Under no circumstances shall Licensee's occupancy of the Amenities Areas or use of the Amenities after the expiration or earlier termination of this License be deemed or construed to create any rights for Licensee in the use of the Amenities or to the Amenities Areas. In addition to any other rights and remedies which may be available to Licensors either pursuant to this License or applicable law, Licensors may charge Licensee zero dollars (\$0.00) per day during any such holdover period. The acceptance by Licensors 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 Amenities Areas or use of the Amenities, and shall be deemed to represent payment of use and occupancy by Licensee for the Amenities and access to the Amenities Areas. Nothing herein shall constitute Licensors's consent to any holdover by Licensee or to impair Licensors's right exercise Licensors's other rights and remedies under this License or under applicable law on account of any holdover.

21. 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 Amenities Areas or for use of 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.

22. Exculpation of Licensor. Licensee shall look solely to the estate and property of Licensor in the land and Building of which the Amenities Areas 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 owner of the Building shall be subject to levy, execution or other enforcement procedure for the satisfaction of Licensee's remedies.

CAD Waverly LLC



1/25/2023
08:32 PM EST

Boneli Lotilla (Tenant) Date



Signed by David Ennis
Thu Jan 26 2023 04:19:10 PM EST
Key: 6A1E246F; IP Address: 173.54.1.183

(CAD Waverly LLC) Date



Signed by Brianna L. Badolato
Wed Jan 25 2023 08:15:10 PM EST
Key: F496FC53; IP Address: 24.185.118.228

Brianna L. Badolato (Tenant) 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): **Boneli Lotilla and Brianna L. Badolato**

Subject Premises: **540 Waverly Avenue #8C, Brooklyn, NY 11238**

Apt.#: **8C**

Date of vacancy lease: **April 23, 2023**

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:

CAD Waverly LLC

1/25/2023
 08:33 PM EST



Signed by David Ennis
 Thu Jan 26 2023 04:19:10 PM EST
 Key: 6A1E246F; IP Address: 173.54.1.183

Boneli Lotilla (Tenant)

Date

(CAD Waverly LLC)

Date



Signed by Brianna L. Badolato
 Wed Jan 25 2023 08:15:17 PM EST
 Key: F496FC53; IP Address: 24.185.118.228

Brianna L. Badolato (Tenant)

Date

BICYCLE STORAGE LICENSE AGREEMENT

THIS BICYCLE STORAGE LICENSE AGREEMENT (this "License") made on January 24, 2023 is by and between **540 Waverly** ("Licensor"), having an office c/o **540 Waverly Avenue, Brooklyn, NY 11238** ("Licensor"), and **Boneli Lotilla and Brianna L. Badolato** ("Licensee") having an address at Apartment **8C** at **540 Waverly Avenue, Brooklyn, NY 11238**;

WHEREAS, Licensor is the owner of the building located at **540 Waverly Avenue, Brooklyn, NY 11238** (the "Building"); and

WHEREAS, Licensor and Licensee have entered into a Lease, dated as of **April 23, 2023** (the "Lease") for Apartment **8C** in the Building; and

WHEREAS, bicycle storage racks have been installed for use by permitted tenants on the _____ floor of the Building; and

WHEREAS, Licensee desires the right to the exclusive use of the bicycle storage rack designated as _____ (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, 2 months and 8 days**, commencing on **April 23, 2023** ("Commencement Date") and expiring on **June 30, 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 **April 23, 2023**. 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 **\$0.00** per annum, in advance, upon execution of this Agreement and the Amenities Agreement (as defined in the Amenities Agreement), and, if renewed, within five (5) business days of the commencement of the renewal term. 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 business day of the commencement of the renewal term, 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



Initials: B



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, other than a default in the agreement to pay the License Fee, 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 ten (10) days after the date the second written notice is sent to Licensee. At the end of this 10-day period, this License will end, and Licensee then must remove all property from the Designated Bicycle Rack. 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 ten (10) days after a statutory written demand for the License Fee has been made, or if the License ends, Licensors may do the following:

1. Enter the Designated Bicycle Rack and retake possession of it if Licensee has vacated; or
2. Go to court and ask that Licensee be compelled to remove all items from the Designated Bicycle Rack. Licensors shall also 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 ¶ 11 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 shall 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, and Licensee shall pay the annual fee upon execution of the renewal. It is a condition to renewal of this License Agreement that Licensee additionally renew the Amenities Agreement. If Licensee does not renew the Amenities Agreement, Licensee may not renew this License.

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, Licensee 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 **zero dollars (\$0.00)** 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



Initials: BB



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 License and agrees to indemnify and hold Licensors 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.

☐ I/We chose to enter into a Bicycle Storage License Agreement.

☐ I/We chose not to enter into a Bicycle Storage License Agreement.

LICENSEE:



1/25/2023
08:36 PM EST

Boneli Lotilla (Tenant)

Date



Signed by Brianna L. Badolato

Wed Jan 25 2023 08:15:38 PM EST

Key: F496FC53; IP Address: 24.185.118.228

Brianna L. Badolato (Tenant)

Date

LICENSOR:

CAD Waverly LLC



Signed by David Ennis

Thu Jan 26 2023 04:19:11 PM EST

Key: 6A1E246F; IP Address: 173.54.1.183

(CAD Waverly LLC)

Date



Initials: 



EARLY OCCUPANCY AGREEMENT

Re: Consent for Early Occupancy of Premises located at **540 Waverly Avenue #8C, Brooklyn, NY 11238** for **Boneli Lotilla and Brianna L. Badolato** ("Tenant").

This is to acknowledge that, as Tenant, you have entered into a lease for the above referenced Premises for a **1 year, 2 months and 8 days** term. This rider shall permit you, commencing on **February 23, 2023** to enter into possession of such Premises in advance of **April 23, 2023**, the lease commencement date.

The reason for this early occupancy is to accommodate your request to take possession of said apartment prior to your approved lease commencement date. This benefit shall not apply to any renewal or extension of this Lease Agreement.

It is expressly agreed and understood that this early occupancy will be subject to the same terms and conditions as contained in the lease except for the provisions relating to the payment of rent. Tenant's rent obligation will commence on the commencement date of the lease.

It is also expressly agreed and understood that the provisions of this early occupancy permit are expressly limited to the period of time commencing **February 23, 2023** and terminating on **April 22, 2023**.

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

540 Waverly

CAD Waverly LLC



1/25/2023
08:37 PM EST

Boneli Lotilla (Tenant)

Date



Signed by David Ennis

Thu Jan 26 2023 04:19:11 PM EST
Key: 6A1E246F; IP Address: 173.54.1.183

(CAD Waverly LLC)

Date



Signed by Brianna L. Badolato

Wed Jan 25 2023 08:15:44 PM EST
Key: F496FC53; IP Address: 24.185.118.228

Brianna L. Badolato (Tenant)

Date



Initials:





THE FITNESS CENTER AGREEMENT

Date: January 24, 2023	
Licensee: Boneli Lotilla (the "Licensee")	
Residing at: 540 Waverly Avenue, Brooklyn, NY 11238 (the "Building")	
Apartment No: 8C (hereinafter the "Apartment")	
Telephone No: (Home)	Telephone No: (Work)
Licensee: Brianna L. Badolato (the "Licensee")	
Residing at: 540 Waverly Avenue, Brooklyn, NY 11238 (the "Building")	
Apartment No: 8C (hereinafter the "Apartment")	
Telephone No: (Home)	Telephone No: (Work)

AGREEMENT made as of the date hereinabove set forth between 540 Waverly hereinafter referred to as the "Licensor" and the "Licensee", who is residing in the Apartment.

WHEREAS, the Licensor owns the Building and has an exercise facility located at _____, hereinafter referred to as the "Fitness Center", within the Building;
and

WHEREAS, the Licensee is a tenant of the Building who resides in the Apartment; and

WHEREAS, the Licensee desires to obtain the privilege of using the Fitness Center;

IT IS THEREFORE mutually agreed as follows:

1. The Licensor hereby grants to the Licensee use of the Fitness Center for a term coterminous with the lease for the Apartment, subject to the conditions set forth in this Agreement as well as the Rules and Regulations appended hereto, as such Rules and Regulations may be amended and enacted from time to time by the Licensor (the "Rules and Regulations").
2. For the use of the Fitness Center, Licensee agrees to pay a fee of:
 - a. \$0.00 per person per month, if one or two tenants of the Apartment desire use of the Fitness Center;
 - b. \$0.00 per month, if three to five tenants of the Apartment desire use of the Fitness Center;
 - c. \$0.00 per additional person per month beyond five tenants of the Apartment, if each desire use of the Fitness Center.

Notwithstanding the number of Tenants in an Apartment seeking to utilize the Fitness Center, each must execute this License Agreement.

3. The Licensor will issue to each participating Licensee upon execution of this Agreement, one access key or fob permitting access to the Fitness Center. Licensee agrees not to permit any person other than himself/herself to use the access key or fob. The Licensor assumes no responsibility for lost or stolen access keys or fobs, and will require a service charge of \$50.00 for issuance of a replacement access key or fob, or such other amounts as may be hereafter established from time to time. The Licensee acknowledges that any access key or fob is the sole property of the Licensor and shall be surrendered to the Licensor on demand.
4. All participating Licensees must be eighteen or older to enter into this License Agreement.
5. The agreement and the privilege granted hereunder to use the Fitness Center shall be for the benefit solely of the participating Licensee, and not for any other individual, except that the Licensee may utilize the services of a personal trainer ("Personal Trainer") within the Fitness Center, providing the Licensee complies with all of the requirements set forth in this Agreement and the Rules and Regulations. Licensee shall always accompany any Personal Trainer at the Fitness Center. The privileges granted hereunder shall not be transferable or assignable.

6. The Licensee is aware that the use of the Fitness Center involves certain inherent risks of injury, and the Licensee expressly assumes the risk and responsibility for any and all accidents or injuries of any kind, which the Licensee may sustain by reason of the Licensee's physical exercise, or use of the Fitness Center. It is understood and agreed by the parties hereto that there is not, nor will there be any facilities supervision by the Licensor of the Fitness Center or its equipment and contents.
7. The Licensee agrees to, and does hereby, to the fullest extent permitted by law, relieve, release, absolve and forever discharge the Licensor and the Licensor's agents, officers, directors, managers, members, employees, successors and assigns and respective heirs, from any and all liability, claim, damage, loss, cost or expense incurred by the Licensee, caused by, as a result of, relating to, or in connection with the Licensee's use of the Fitness Center or privilege granted hereby. Neither the Licensor nor its officers, directors, employees, agents, successors or assigns shall be liable for any loss or injury to the Licensee and/or to any article of property of the Licensee used or left in the Fitness Center whether or not said personal injuries, property damages or other loss is the result of the negligence of the Licensor, its agents, officers, directors, managers, members or employees or the negligence of any other person present at the Fitness Center.
8. The Licensee agrees to, and does hereby, to the fullest extent permitted by law, indemnify and hold the Licensor and the Licensor's agents, officers, directors, managers, members, consultants, representatives and employees harmless from any and all liability, claim, damage, loss, cost or expense including, without limitation, attorneys' fees, court costs and disbursements, suffered or paid, directly or indirectly, by the Licensor in any action or proceeding between the Licensor and the Licensee, and the Licensor and any third party or otherwise caused by, as a result of, relating to, or in connection with (i) the Licensee's use (or the use by any Personal Trainer) of the Fitness Center, (ii) the privilege granted hereby or (iii) any injury sustained by the Licensee or third-party relating to the privilege granted hereby. The foregoing indemnification shall also extend to any liability, claim, damage, loss or expense sustained by the Licensor or Licensor's agents, officers, directors, managers, members, consultants, representatives and employees arising out of the Licensee's failure to comply with the terms of this Agreement, or any Rules and Regulations issued in connection with the Fitness Center. The Licensee shall reimburse the aforementioned indemnities upon demand, for all sums due from the Licensee, pursuant to this paragraph.
9. The Licensor, at the expense of the Licensee, shall repair any and all damage to the Fitness Center, or to its fixtures, appurtenances, or equipment caused by the Licensee, or by anyone whose entry into the Fitness Center was permitted and/or requested by the Licensee and the Licensee shall pay the Licensor on demand any amounts so expended by the Licensor. There shall be no allowance to the Licensee or any liability on the part of the Licensor by reason of inconvenience, annoyance or injury arising from the making of any repairs, replacements, removals, alterations, additions, or improvements in or to any portion of the Fitness Center or to fixtures, appurtenances or equipment. In addition, the Licensee shall not be entitled to any rebate, offset or refund arising out of or relating to the Licensee's inability to use the Fitness Center, or any portion of it.
10. The privilege to use the Fitness Center and equipment shall automatically terminate upon the earlier of the date (i) the Licensee no longer resides in the Apartment; or (ii) the lease of the Licensee at the Building has expired or been terminated.
11. The Licensor may additionally terminate this Agreement with ten (10) days prior written notice to Licensee at any time, for any reason or no reason. The Licensor may also suspend Licensee access to the Fitness Center from time to time for any reason or no reason.
12. If the Fitness Center shall be destroyed or so damaged as to render the same unfit for use and is not repaired or replaced by the Licensor, this Agreement shall be considered terminated as of the date of said destruction.
13. **MEDICAL DISCLAIMER:** The Licensee represents that the Licensee is in good health and that the Licensee has no condition, illness or communicable disease that may cause the Licensee's use of the Fitness Center to be injurious to the Licensee or other users of the Fitness Center. If the Licensee should develop any such conditions, illness or disease during the term, the Licensee shall discontinue use of the Fitness Center until the Licensee has received an appropriate release from the Licensee's doctor, authorizing the Licensee to continue using the Fitness Center. The Licensee acknowledges that all medical examinations and/or medical approval for the use of the Fitness Center are recommended for all persons who are elderly, pregnant, unaccustomed to physical exertion, or who have physical limitations, such as a history of high blood pressure, heart problems and other chronic illness. The Licensee has, if necessary, consulted with the Licensee's physician and received approval for the Licensee's intended use of the Fitness Center facilities and equipment. The Licensee understands that the Licensor has made no claim as to medical and physical results which the Licensee might obtain through the use of the Fitness Center, and that the Licensor has not and will not suggest any medical treatment(s) to the Licensee. The Licensee acknowledges that if the Licensee has any physical disability or medical condition, the Licensee may be at great risk in using this Fitness Center facilities.

14. If the Licensee desires to use a Personal Trainer at Licensee's sole cost and expense, such trainer may not enter, use, supervise or facilitate the Licensee's use of the Fitness Center, unless such trainer first (i) delivers to Licensor evidence of insurance satisfactory to Licensor, which insurance names Licensor and Licensor's managing agent as an additional insured, and (ii) signs and delivers to the Licensor a Personal Trainer Agreement and Release in the form from time to time required by Licensor. The Licensee shall cause the Licensee's personal trainer to comply with the terms of this Agreement and the aforementioned Personal Trainer Agreement and Release.
15. The Licensee has not requested or received any express representations or warranties as to the use of the Fitness Center and the Licensee's acknowledgement that the Licensor has not made and will not make any representations or warranties, implied or otherwise, with regard to fitness for the use of the Fitness Center.
16. The Licensee assumes full responsibility for any disappearance, lost or theft or damage to his or her personal property (or the personal property of any invitee, including any Personal Trainee), which may occur in or about the Fitness Center.
17. The Licensee acknowledges that (i) the Fitness Center is made available to the Licensee by the Licensor purely as an accommodation, (ii) the Licensor has not given the Licensee any advice or instruction with regard thereto; and (iii) the Licensee's use of the Fitness Center will be at the Licensee's sole risk.
18. This Agreement has been executed by the Licensee and may not be used by any other person for the purpose of using the Fitness Center. The Licensee has received, or will receive, a copy of the Rules and Regulations, issued by the Licensor in connection with the Fitness Center and the Licensee shall be bound by them, and any amendments hereafter provided to the Licensee or posted in the Fitness Center.
19. Licensee agrees and understands that the Fitness Center is 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. Music may be played or produced in the Fitness Center. All trash and debris must either be removed from the Fitness Center or placed in the designated locations for removal in such areas, if any. No pets are permitted in the Fitness Center. Alcohol and/or glass bottles are prohibited in the Fitness Center.
20. Prior to Licensee's use of the Fitness Center, Licensor has advised Licensee to obtain insurance for their own protection. Use of the Fitness Center is at the Licensee's own 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.
21. Licensee acknowledges that as of execution of this Agreement, the Fitness Center may not be fully completed or operational. Upon expiration or termination of this Amenities Agreement, Licensee shall surrender its key fob to the Amenities Areas and shall discontinue use of the Amenities.
22. 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.
23. Surrender.
 - a. Upon the expiration or earlier termination of this License, Licensee shall (i) discontinue use of the Fitness Center, and (ii) surrender the key or key fob used to access the Fitness Center.
 - b. Any expenses incurred by Licensor for Licensee's failure to surrender the key/key fob to the Fitness Center and discontinue use of the Fitness Center, upon expiration or earlier termination of this License, shall be charged to Licensee as an additional license fee. 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.
 - c. If Licensee shall fail to surrender the key/key fob upon the expiration or earlier termination of this License, Tenant shall have the status of a holdover occupant of the Fitness Center. Under no circumstances shall Licensee's occupancy of the Fitness Center or use of the Fitness Center after the expiration or earlier termination of this License be deemed or construed to create any rights for Licensee in the use of the Fitness Center. In addition to any other rights and remedies which may be available to Licensor either pursuant to this License or applicable law, Licensor may charge Licensee twenty-five dollars (\$25.00) 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 to Licensee in the Fitness Center, and shall be deemed to represent payment of use and occupancy by Licensee for the Fitness Center. Nothing herein shall constitute Licensor's consent to any holdover by Licensee or to impair Licensor's right exercise Licensor's other rights and remedies under this License or under applicable law on account of any holdover.

24. **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 Fitness Center (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.
25. **Exculpation of Licensor.** Licensee shall look solely to the estate and property of Licensor in the land and Building of which the Fitness Center 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 owner of the Building shall be subject to levy, execution or other enforcement procedure for the satisfaction of Licensee's remedies.
26. The Licensee understands that this Agreement represents the entire agreement between the Licensee and the Licensor, that this Agreement may not be changed, amended or any provision waived, except by a written document signed by the Licensee and the Licensor. If any provision of this Agreement shall be held void and unenforceable, the remaining provisions of this Agreement shall continue in full force and effect.
27. Licensee may extend this License Agreement upon renewal of its Apartment lease, for an additional term that is coterminous with the renewal lease for the Apartment by execution of a License Extension Agreement.
28. Any word or item in this Agreement that is used in this singular shall include this plural and vice versa as the context shall require.

CAD Waverly LLC



1/25/2023
08:38 PM EST

Boneli Lotilla (Tenant)

Date



Signed by David Ennis

Thu Jan 26 2023 04:19:11 PM EST
Key: 6A1E246F; IP Address: 173.54.1.183

(CAD Waverly LLC)

Date



Signed by Brianna L. Badolato

Wed Jan 25 2023 08:16:33 PM EST
Key: F496FC53; IP Address: 24.185.118.228

Brianna L. Badolato (Tenant)

Date

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, **540 Waverly** (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.

CAD Waverly LLC



Signed by David Ennis

Thu Jan 26 2023 04:19:11 PM EST

Key: 6A1E246F; IP Address: 173.54.1.183

(CAD Waverly LLC)

Date



Initials: EB



NO SMOKING RIDER

ADDITIONAL CLAUSES attached to and forming a part of that certain lease dated January 24, 2023 between **540 Waverly** ("Owner"), and **Boneli Lotilla and Brianna L. Badolato** as Tenant(s) ("Tenant"), for Apartment **#8C** ("Apartment") in the premises located at **540 WAVERLY AVENUE, BROOKLYN, NY 11238** ("Building") (collectively, the "Lease").

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

1. Due to the health risk involved with smoking, and the difficulty in controlling the movement of smoke in a multiple floor apartment building, Owner has instituted a no-smoking policy at the Building.
2. The term "smoking" is defined as the inhaling, exhaling, burning or carrying of any lighted cigar, pipe, cigarette, other tobacco product, or cannabis, or any other similar product in any manner or in any form, as well as the use of any e-cigarette, vaporizer or similar product in any form.
3. Tenant acknowledges that smoking of any kind is not allowed in the Apartment, any common area of the Building and within a 20 foot radius around the Building. As a material inducement of Owner entering into the Lease and its riders, Tenant represents that Tenant will not smoke in the Apartment, any common area of the Building and within a 20 foot radius around the Building.
4. As a material inducement of Owner entering into the Lease and its riders, Tenant acknowledges that it is Tenant's responsibility to ensure that Tenant, Tenant's occupants, family members guests, agents, employees and anyone else in the Apartment or Building as a result of Tenant comply with the no smoking policy. As a material inducement of Owner entering into the Lease and its riders, Tenant represents it will advise any occupants, family members guests, agents, employees and anyone else in the Apartment or Building as a result of Tenant of the Apartment or Building of the no-smoking policy. Tenant understands that Tenant will be responsible for the actions of its occupants, family members guests, agents, employees and anyone else in the Apartment or Building as a result of Tenant should they violate the no smoking policy, as if it was Tenant who violated the no smoking policy.
5. Tenant further acknowledges that in the event of any violation of the Building's no smoking policy, then the Tenant shall be in violation of substantial obligations of its tenancy and of the Lease. Owner shall have all of the rights and remedies available to it as set forth in the Lease and any of its riders, including but not limited to the termination of the Lease and tenancy.
6. In addition to Owners' rights to terminate the lease and tenancy based on a violation of this clause, Owner, in its sole discretion, shall have the right to impose a penalty in the amount of \$0.00 for a first offense and \$0.00 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.

CAD Waverly LLC



1/25/2023
08:39 PM EST



Signed by David Ennis
Thu Jan 26 2023 04:19:11 PM EST
Key: 6A1E246F; IP Address: 173.54.1.183

Boneli Lotilla (Tenant)

Date

(CAD Waverly LLC)

Date



Signed by Brianna L. Badolato
Wed Jan 25 2023 08:16:43 PM EST
Key: F496FC53; IP Address: 24.185.118.228

Brianna L. Badolato (Tenant)

Date

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

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

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

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

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

Provider _____

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.



1/25/2023
08:39 PM EST

Boneli Lotilla (Tenant)

Date



Signed by Brianna L. Badolato

Wed Jan 25 2023 08:16:50 PM EST

Key: F496FC53; IP Address: 24.185.118.228

Brianna L. Badolato (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
Boneli Lotilla (Tenant)	
Brianna L. Badolato (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:

CAD Waverly LLC



1/25/2023
08:40 PM EST

Boneli Lotilla (Tenant)

Date



Signed by David Ennis

Thu Jan 26 2023 04:19:11 PM EST
Key: 6A1E246F; IP Address: 173.54.1.183

(CAD Waverly LLC)

Date



Signed by Brianna L. Badolato

Wed Jan 25 2023 08:16:55 PM EST
Key: F496FC53; IP Address: 24.185.118.228

Brianna L. Badolato (Tenant)

Date

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED APRIL 23, 2023 BETWEEN 540 WAVERLY (LANDLORD) AND BONELI LOTILLA AND BRIANNA L. BADOLATO (TENANT) REGARDING APARTMENT 8C IN THE PREMISES LOCATED AT 540 WAVERLY AVENUE, BROOKLYN, NY 11238. 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.

ADDENDUM TO RENTAL AGREEMENT OVERNIGHT SUBLEASE PROHIBITION

This Addendum to the Lease, without limiting any of Owner's rights or remedies, further supplements and defines the requirements and prohibition maintained in the Lease by and between Owner and Tenant and further restricts Tenant from subletting (or renting) all or any portion of the Apartment to a third party, whether for an overnight use or for the remainder of the lease term or for any short or long term duration, without the prior written consent of the Owner in each and every instance. This prohibition applies to overnight stays arranged on Airbnb.com, VBRO, Splicer, Homeaway, or other similar internet sites.

Tenant is responsible for and shall be held liable for any losses or damage that Owner may incur as a result of any such subletting in breach of the terms of the Lease and this Addendum.

CAD Waverly LLC



1/25/2023
08:40 PM EST

Boneli Lotilla (Tenant)

Date



Signed by David Ennis

Thu Jan 26 2023 04:19:11 PM EST
Key: 6A1E246F; IP Address: 173.54.1.183

(CAD Waverly LLC)

Date



Signed by Brianna L. Badolato

Wed Jan 25 2023 08:16:58 PM EST
Key: F496FC53; IP Address: 24.185.118.228

Brianna L. Badolato (Tenant)

Date

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED APRIL 23, 2023 BETWEEN 540 WAVERLY (LANDLORD) AND BONELI LOTILLA AND BRIANNA L. BADOLATO (TENANT) REGARDING APARTMENT 8C IN THE PREMISES LOCATED AT 540 WAVERLY AVENUE, BROOKLYN, NY 11238. 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.



1/25/2023
08:40 PM EST

Boneli Lotilla (Tenant)

Date



Signed by Brianna L. Badolato

Wed Jan 25 2023 08:17:02 PM EST

Key: F496FC53; IP Address: 24.185.118.228

Brianna L. Badolato (Tenant)

Date



Initials:




ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED JANUARY 24, 2023 BETWEEN 540 WAVERLY (LANDLORD) AND BONELI LOTILLA AND BRIANNA L. BADOLATO (TENANT) REGARDING APARTMENT 8C IN THE PREMISES LOCATED AT 540 WAVERLY AVENUE, BROOKLYN, NY 11238. 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.

ROOF DECK RULES

1. NO PETS ALLOWED ON THE ROOF.
 2. NO CHILDREN UNDER THE AGE OF 16 ARE PERMITTED ON THE ROOF, UNLESS ACCOMPANIED BY AN ADULT.
 3. RADIOS AND OTHER SOUND PRODUCING EQUIPMENT ARE PERMITTED ONLY WITH HEADPHONES.
 4. NO STANDING OR SITTING ON THE ROOF LEDGES.
 5. GARBAGE RECEPTACLES ARE LOCATED ON THE ROOF FOR YOUR USE. DISCARD ALL RUBBISH AND RECYCLABLES APPROPRIATELY.
 6. FOOD DELIVERIES ARE NOT PERMITTED ON THE ROOF. RESIDENTS MUST COME DOWN TO LOBBY TO ACCEPT FOOD.
 7. NO KIDDIE POOLS OR OTHER SPRINKLER OR WATER DEVICES ALLOWED ON THE ROOF.
- DO NOT THROW ANYTHING FROM THE ROOF.
8. DO NOT THROW ANYTHING FROM THE ROOF.
 9. THE ROOF DECK MAY NOT BE USED AS A PLAY AREA UNDER ANY CIRCUMSTANCES. IN PARTICULAR, THROWING, TOSSING, KICKING OR JUGGLING OF ANY OBJECTS INCLUDING BUT NOT LIMITED TO BALLS, FRISBEES, BADMINTON BIRDIES, PUCKS OR THE LIKE IS NOT PERMITTED.
 10. IF FURNITURE IS MOVED, PLEASE RETURN IT TO ITS ORIGINAL PLACE.
 11. CLEAN THE GRILL WITH SUPPLIED BRUSH AFTER USE.
 12. CLEAN THE SINK AFTER USE.
 13. NO OWNER WILL BE PERMITTED TO USE THE ROOF DECK EXCLUSIVELY OR IN ITS ENTIRETY FOR A PARTY. THE ROOF DECK SHALL REMAIN AVAILABLE FOR ALL UNIT OWNERS USE AT ALL TIMES, INCLUDING THE USE OF THE GRILL.
 14. NO FIREWORKS OR OTHER EXPLOSIVE OR COMBUSTIBLE DEVICES SHALL BE PERMITTED ON THE ROOF DECK AT ANYTIME.
 15. IF YOU INTEND TO USE THE ROOF DECK FOR A PARTY OF GREATER THAN 8 PEOPLE, YOU MUST OBTAIN PERMISSION FROM MANAGEMENT.
 16. ANY DAMAGE TO THE ROOF DECK WILL BE CHARGED BACK TO THE TENANT.
 17. ALL OF THE FOREGOING RULES SHALL APPLY TO ALL TENANTS, THEIR GUESTS, VISITORS AND ANY AND ALL OTHER PERSONS USING THE ROOF DECK.



1/25/2023
08:41 PM EST

Boneli Lotilla (Tenant) Date



Signed by David Ennis
Thu Jan 26 2023 04:19:12 PM EST
Key: 6A1E246F; IP Address: 173.54.1.183

(CAD Waverly LLC) Date



Signed by Brianna L. Badolato
Wed Jan 25 2023 08:17:11 PM EST
Key: F496FC53; IP Address: 24.185.118.228

Brianna L. Badolato (Tenant) Date

SMOKE AND CARBON MONOXIDE DETECTOR RIDER

BUILDING ADDRESS: 540 Waverly Avenue, Brooklyn, NY 11238

UNIT: 8C

TENANT: Boneli Lotilla and Brianna L. Badolato

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.

CAD Waverly LLC



1/25/2023
08:42 PM EST

Boneli Lotilla (Tenant)

Date



Signed by David Ennis

Thu Jan 26 2023 04:19:12 PM EST
Key: 6A1E246F; IP Address: 173.54.1.183

(CAD Waverly LLC)

Date



Signed by Brianna L. Badolato

Wed Jan 25 2023 08:17:16 PM EST
Key: F496FC53; IP Address: 24.185.118.228

Brianna L. Badolato (Tenant)

Date

POLICY ON SMOKING FOR RESIDENTIAL BUILDING

Building/Property Address: **540 Waverly Avenue, 8C, Brooklyn, NY 11238**

There is no safe amount of exposure to secondhand smoke. Adults exposed to secondhand smoke have higher risks of stroke, heart disease and lung cancer. Children exposed to secondhand smoke have higher risks of asthma attacks, respiratory illnesses, middle ear disease and sudden infant death syndrome (SIDS). For these reasons, and to help people make informed decisions on where to live, New York City requires residential building owners (referred to in this policy as the "Owner/Manager," which includes the owner of record, seller, manager, landlord, any agent thereof or governing body) in buildings with three or more residential units to create a policy on smoking and share it with all tenants. The building policy on smoking applies to any person on the property, including guests.

I. Definitions

- a. **Smoking:** inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non- tobacco smoking product (e.g., marijuana or non-tobacco shisha), or any similar form of lighted object or device designed for people to use to inhale smoke
- b. **Electronic Cigarette** (e-cigarette): a battery-operated device that heats a liquid, gel, herb or other substance and produces vapor for people to inhale

II. Smoke-Free Air Act

New York City law prohibits smoking and using e-cigarettes of any kind in indoor common areas, including but not limited to, lobbies, hallways, stairwells, mailrooms, fitness areas, storage areas, garages and laundry rooms in any building with three or more residential units. NYC Admin. Code, § 17-505.

III. Policy on Smoking

Smoking is not allowed in the locations checked below (check all boxes that apply). Even if no boxes are checked, the Smoke-Free Air Act bans smoking tobacco or non-tobacco products, and using e-cigarettes in indoor common areas.

- ☐ Inside of residential units*
- ☐ Outside of areas that are part of residential units, including balconies, patios and porches
- ☐ Outdoor common areas, including play areas, rooftops, pool areas, parking areas, and shared balconies, courtyards, patios, porches or yards
- ☐ Outdoors within 15 feet of entrances, exits, windows, and air intake units on property grounds
- ☐ Other areas/exceptions:

* Rent-stabilized and rent-controlled units may be exempt from a policy restricting smoking inside residential units unless the existing tenant consents to the policy in writing.

IV. Complaint Procedure

- a. Complaints about smoke drifting into a residential unit or common area should be made promptly to the Owner/Manager listed here: _____
 - b. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, building address, description of incident and apparent source of smoke.
-

Acknowledgment and Signatures:

I have read the policy on smoking described above, and I understand the policy applies to the property. I agree to comply with the policy described above.

For rental units, I understand that violating the smoking policy may be a violation of my lease. For condominiums, cooperatives or other owned units, I understand that violations of the policy on smoking may be addressed according to the building's governing rules.

CAD Waverly LLC



1/25/2023
08:43 PM EST

Boneli Lotilla (Tenant)

Date



Signed by David Ennis
Thu Jan 26 2023 04:19:12 PM EST
Key: 6A1E246F; IP Address: 173.54.1.183

(CAD Waverly LLC)

Date



Signed by Brianna L. Badolato
Wed Jan 25 2023 08:17:30 PM EST
Key: F496FC53; IP Address: 24.185.118.228

Brianna L. Badolato (Tenant)

Date

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

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

Name of tenant(s): **Boneli Lotilla and Brianna L. Badolato**
 Lease Premises Address: **540 Waverly Avenue, Brooklyn, NY 11238**
 Apartment Number: **8C** (the "Leased Premises")
 Date of Lease: **April 23, 2023**

CHECK ONE:

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

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

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

Acknowledgment & Signatures:

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



Boneli Lotilla (Tenant)

1/25/2023
08:43 PM EST

Date



Signed by Brianna L. Badolato

Wed Jan 25 2023 08:17:35 PM EST

Key: F496FC53; IP Address: 24.185.118.228

Brianna L. Badolato (Tenant)

Date

CAD Waverly LLC



Signed by David Ennis

Thu Jan 26 2023 04:19:12 PM EST

Key: 6A1E246F; IP Address: 173.54.1.183

(CAD Waverly 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 April 23, 2023:

- ☐ **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.



1/25/2023
08:43 PM EST

Boneli Lotilla (Tenant)

Date



Signed by Brianna L. Badolato

Wed Jan 25 2023 08:17:40 PM EST

Key: F496FC53; IP Address: 24.185.118.228

Brianna L. Badolato (Tenant)

Date

Print Name, Address, and Apartment Number:

Boneli Lotilla and Brianna L. Badolato

540 Waverly Avenue #8C, Brooklyn, NY 11238

Return this form to (Owner address):

540 Waverly Avenue, Brooklyn, NY 11238

ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED APRIL 23, 2023 BETWEEN 540 WAVERLY (LANDLORD) AND BONELI LOTILLA AND BRIANNA L. BADOLATO (TENANT) REGARDING APARTMENT 8C IN THE PREMISES LOCATED AT 540 WAVERLY AVENUE, BROOKLYN, NY 11238. 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.

**ADDENDUM TO RENTAL AGREEMENT
SURVEILLANCE CAMERAS**

Tenant acknowledges that cameras may be installed at some or all of the doors in various common areas throughout the Building and property. These areas are video-taped for the sole purpose of protecting the Owner’s property. Video cameras are not intended and cannot be utilized to protect, monitor or give a sense of security to any resident or guest visiting the Building and property.

Note - security, management or building personnel DO NOT monitor cameras.

CAD Waverly LLC



1/25/2023
08:44 PM EST

Boneli Lotilla (Tenant) Date



Signed by David Ennis
Thu Jan 26 2023 04:19:12 PM EST
Key: 6A1E246F; IP Address: 173.54.1.183

(CAD Waverly LLC) Date



Signed by Brianna L. Badolato
Wed Jan 25 2023 08:17:45 PM EST
Key: F496FC53; IP Address: 24.185.118.228

Brianna L. Badolato (Tenant) Date

TEMPORARY AMENITY CONCESSION RIDER

IT IS HEREBY AGREED this 24th day of January, 2023, by and between 540 Waverly (hereinafter "Owner"), owner of the premises known as and located at 540 Waverly Avenue, Brooklyn, NY 11238 ("subject premises") and Boneli Lotilla and Brianna L. Badolato (hereinafter "Tenant"), tenant of Apartment #8C 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 Roof Deck (excluding private cabanas), Fitness Center, Lounge, 2nd Floor Terrace, Pet Spa, Laundry Room.
2. The parties agree that the cost to utilize the Amenities is \$50.00 per month, as set forth in the attached lease ("Lease") dated April 23, 2023.
 - 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 \$1,440.00 for the 16th month period from February 23, 2023 through June 30, 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.

CAD Waverly LLC



1/25/2023
08:44 PM EST



Signed by David Ennis
Thu Jan 26 2023 04:19:13 PM EST
Key: 6A1E246F; IP Address: 173.54.1.183

Boneli Lotilla (Tenant)

Date

(CAD Waverly LLC)

Date



Signed by Brianna L. Badolato
Wed Jan 25 2023 08:17:56 PM EST
Key: F496FC53; IP Address: 24.185.118.228

Brianna L. Badolato (Tenant)

Date

RESIDENTIAL CURRENT OCCUPANT INFORMATION

PROPERTY 540 Waverly	UNIT 540 Waverly Avenue #8C, Brooklyn, NY 11238
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Tenant Information:

TENANT Boneli Lotilla	DATE OF BIRTH 3/12/1986	SSN 146-94-****
HOME PHONE	WORK PHONE	CELL PHONE (862) 485-3682
EMAIL ADDRESS blotilla@gmail.com		
EMERGENCY CONTACT		PHONE
TENANT Brianna L. Badolato	DATE OF BIRTH 12/25/1990	SSN 147-90-****
HOME PHONE	WORK PHONE	CELL PHONE (917) 789-2406
EMAIL ADDRESS		
EMERGENCY CONTACT		PHONE
EMPLOYER NAME Minds + Assembly		PHONE
EMPLOYER NAME Full Circle Trends		PHONE (516) 967-9678

Lease Information:

Monthly Rent:	\$5,800.00
Security Deposit:	\$5,800.00
Lease Starts:	April 23, 2023
Lease Ends:	June 30, 2024

Vehicle Information:

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

Additional Occupants:

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

Initials: LB

TERRACE/BALCONY RIDER

RIDER TO AND FORMING PART OF LEASE DATED **APRIL 23, 2023** BETWEEN **540 WAVERLY** AS LANDLORD, AND **BONELI LOTILLA AND BRIANNA L. BADOLATO** AS TENANT(S), FOR APT. **8C** AT **540 WAVERLY AVENUE BROOKLYN, NY 11238**.

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:

CAD Waverly LLC



1/25/2023
08:45 PM EST

Boneli Lotilla (Tenant)

Date



Signed by David Ennis

Thu Jan 26 2023 04:19:13 PM EST
Key: 6A1E246F; IP Address: 173.54.1.183

(CAD Waverly LLC)

Date



Signed by Brianna L. Badolato

Wed Jan 25 2023 08:18:16 PM EST
Key: F496FC53; IP Address: 24.185.118.228

Brianna L. Badolato (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: 540 Waverly Avenue #8C, Brooklyn, NY 11238

Boneli Lotilla (Tenant)

1/25/2023
 08:46 PM EST

Date



Signed by Brianna L. Badolato

Wed Jan 25 2023 08:18:21 PM EST
 Key: F496FC53; IP Address: 24.185.118.228

Brianna L. Badolato (Tenant)

Date

RETURN THIS FORM TO:

540 Waverly
 540 Waverly Avenue
 Brooklyn, NY 11238

FOR FURTHER INFORMATION CALL:

Window Falls Prevention Program (212) 676-2162



Initials:

LB



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

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

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

TENANTS SHOULD:



Keep homes clean and dry



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



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



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



Use garbage cans with tight-fitting lids



Let building staff into homes to make any needed repairs



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



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

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

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

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

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

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

LANDLORDS MUST:



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



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

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



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

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



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



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

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