

DEAL FOLDER CHECKLIST

Agent Name Jason Bellocas

Date of Submission

3/5Property Address 540 waverlyUnit #: 6RRETX #: 999922

- ☐ Copy of Signed Contract / Lease
(Only first and signature pages req)
- ☐ Copy of all funds collected
(XpressPay if applicable)
- ☐ Signed Agency Disclosure Form
- ☐ Anti-Discrimination Disclosure Form

Total Fee Collected	
Referral/Listing Fee	
Agent 1 Name and Split	

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

Landlord/Owner Name:	
Gross Rent:	\$ <u>3015</u>
Amenity Costs:	Parking: - <u>1</u> Bike Storage: - Storage Unit: -
Total OP Amount: (Include rent and all amenity costs)	\$ <u>3015</u>
OP Payment Breakdown	Referral / Listing Fee: <u>Jason Bellocas & Dayle</u> Agent 1 (name/amount): <u>50% / 50%</u> Agent 2 (name/amount):
Lease Start Date:	<u>March 1st 2023</u>
Notes:	
Contact Info OP Collection Name:	
Email:	
Phone:	

Check Request Form

(Please complete in its entirety)

Date of Request: 3/5

Deal Number: 999922

Requestor: Jeson Barocas

Payee _____
(Must be made payable to recipient of money)

Amount: \$ 3015 + 3015

Type of Check Required _____
(company or certified. Certified cost \$15 each)

Source of Funds Xpresspay express pay
(i.e. XpressPay or Wire | attach receipt)

Reason for Check: Security & rent

Note: I hereby certify that the monies requested above are accurate, due and payable and I assume full financial responsibility for any misstatements, errors or omissions that are contained herein, whether intentional or unintentional, that result in any loss by MNS.

Signatures:

Agent/Employee Name: Jeson Barocas

Agent/Employee Signature

Branch Manager Signature:

[Handwritten signature]



Mike Dereix <dereixmp@gmail.com>

Customer Receipt - Transaction Approved - Authcode #09746C

1 message

deployment@newtekone.com <deployment@newtekone.com>

To: dereixmp@gmail.com

Sun, Feb 26, 2023 at 4:13 PM

Your card has been charged by MNS.

Receipt of Payment

Total Payment Amount 3,120.53

((Payment Amount)) 3015.00

((Technology Fee)) 105.53

2/27
sent to
ownership
4 Approved.

Credit Card Information

Card Holder

Credit Card #

Mike P Dereix

xxxx xxxx xxxx 5115

Detail Information

Date

Reference #

Transaction Key

Authorization #

Payment Type

Customer Name

Agent Name

RETX #

Apartment Address

Comments/Notes

PO#

Type

Line Items

02/26/23 01:13 pm

3363190904

8db26sth354j0d25

09746C

Deposits

Michael Dereix

Jason Barrocas

1111

540 Waverly Ave, Brooklyn, NY 11238

Unit 6R

Credit Card Sale

Your card has been charged by MNS.

Receipt of Payment

Total Payment Amount 3,120.53

((Payment Amount)) 3015.00

((Technology Fee)) 105.53

Credit Card Information

Card Holder

Mike P Dereix

Credit Card #

xxxx xxxx xxxx 5115

Detail Information

Date

03/01/23 06:00 pm

Reference #

3367106773

Transaction Key

hdb2zckvt3yn3qc8

Authorization #

00600C

Payment Type

Deposits

Customer Name

Michael Dereix

Agent Name

Jason Barrocas

RETX #

1111

Apartment Address

540 Waverly Ave., #6R, Brooklyn, NY 11238

Comments/Notes

5/2023 Rent

PO#

Type

Credit Card Sale

Line Items

STANDARD FORM OF APARTMENT LEASE
 (FOR APARTMENTS NOT SUBJECT TO THE RENT STABILIZATION LAW)
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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 **March 1, 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"), **Michael P. Dereix**
 whose address is **540 Waverly Avenue #6R, 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 **6R** (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 **May 1, 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 **\$3,015.00** per month. Tenant must pay Owner the Rent, in equal monthly installments, on the first day of each month either to Owner at the above address or at another place that Owner may inform Tenant of by written notice.

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

(i) one (1) months' Rent (i.e., **\$3,015.00**);

(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.

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

(Witness)

Date

(CAD Waverly LLC)

Date



Signed by Michael P. Dereix

Wed Mar 1 2023 11:19:24 AM EST

Key: 2B2BD0A8; IP Address: 198.55.46.98

(Witness)

Date

Michael P. Dereix (Tenant)

Date

(Witness)

Date

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

Dual Agent with Designated Sales Agents

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

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

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

☒ Landlord as a (check relationship below)

☐ Tenant as a (check relationship below)

☒ Landlord's agent

☐ Tenant's agent

☐ Broker's agent

☐ Broker's agent

☐ Dual agent

☐ Dual agent with designated sales agent

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

☐ Advance informed consent dual agency

☐ Advance informed consent to dual agency with designated sales agents

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

(I) (We) _____ acknowledge receipt of a copy of this disclosure

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

Date: _____

Date: _____