

and orders or the agreements or rules of this Lease (including future reasonable rules of Landlord or its agents).

- d. Recycling and Environmental Protection.** You agree to comply with all government laws, regulations and orders regarding recycling and environmental protection, including but not limited to, compliance with the New York City Recycling Law, Section 16-301 of the New York City Administrative Code, and to use the containers designated by Landlord for recycling of materials which are required by law to be recycled. You will be responsible to pay, or to reimburse Landlord for payment of fines and penalties imposed on You and/or Landlord by the government or government agencies as a result of Your failure to place designated materials in the containers established by Landlord for recycling and/or instead disposing of designated materials together with non-designated solid waste.
- e. Non-Interference.** You will do nothing to interfere with or make more difficult Landlord's efforts to provide You and all other occupants of the Building with the facilities and services. Any condition caused by Your misconduct or the misconduct of Your immediate family or anyone under Your direction or control or who is in the Building or Apartment on Your behalf or at Your invitation or request, shall not be a breach by Landlord.
- f. Windows.** You will not allow any windows in the Apartment to be cleaned from outside, unless the equipment and safety devices required by law are used and advance written approval from Landlord is obtained.
- g. Occupants and Visitors.** All occupants of the Apartment, including any members of Your immediate family, and any visitors or individuals You want to be allowed into the Building without Your permission for each entry, must be registered with the Building management by completing a Permission to Enter form or such other form as may be required by Landlord to the extent permitted under applicable law. It is Your responsibility and obligation under this Lease to ensure that the information provided on and in connection with all such forms is accurate, and any inaccurate or intentionally misleading information, regardless of whether provided by You, Your family member or other occupant or individual seeking entry to the Building in connection with your Apartment, shall be Your responsibility.

- 9. OBJECTIONABLE CONDUCT.** As a tenant in the Building, You will not engage in objectionable conduct. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions that are dangerous, hazardous, unsanitary or detrimental to other tenants in the Building, including but not limited to noise caused by Your pet(s) even if such pet(s) has been approved by the Landlord. Objectionable conduct by You (including Your immediate family or anyone under Your direction or control or who is in the Building or Apartment on Your behalf or at Your invitation or request) gives Landlord the right to end this Lease.

10. SERVICES AND FACILITIES

- a. Required Services.** Landlord will provide cold and hot water and heat as required by law, repairs to the Apartment as required by law, elevator service if the Building has elevator equipment, and the utilities, if any, included in the rent, as set forth in sub-paragraph b. You are not entitled to any rent reduction because of a stoppage or reduction of any Building services unless it is provided by law.
- b.** The following utilities are included in the rent: **hot water & gas for cooking purposes only.**
- c. Electricity and Other Utilities.** If Landlord provides electricity or gas and the charge is included in the rent on page 1, or if You buy electricity or gas from Landlord for a separate (submetered) charge, your obligations are described below or in a rider attached to this Lease, as applicable. If electricity or gas is not included in the rent or is not charged separately by Landlord, You must arrange for this service directly with the utility company. You must pay directly for telephone, television, cable, internet and all other services if they are not expressly included in the rent or set forth in this Lease as being provided by Landlord. If the Apartment is submetered for electricity, You acknowledge that a separate (submetered) charge for electricity will be billed by the Landlord on a monthly basis together with the rent and will be due and payable by You to Landlord. The electricity charge is due without offset or abatement within five (5) days of the billing statement date. In no event will the total annual rates (including a monthly administrative charge) exceed the utility's tariffed residential rate for direct metered service to such residents as specified in Part 96.2b3 Residential Submetering (Public Service Law, §§65, 66). Should You have a complaint regarding submetering charges or service, You shall

follow the procedures outlined below:

You should submit the complaint to the property manager of the Building, including the action or relief requested and/or the reason for a complaint about a submetering charge. The property manager can be contacted at 212-706-3030. The property manager shall investigate and respond to the complaint within fifteen (15) business days of the receipt of the complaint. If the tenant and the property manager cannot reach an equitable agreement and tenant continues to believe that the complaint has not been adequately addressed, then the tenant can file a complaint with the Public Service Commission through Department of Public Service. Alternatively, tenants may contact the Department of Public Service at any time concerning submetered service in writing at New York State Department of Public Service 3 Empire State Plaza, Albany, NY 12223, by telephone at 1-800-342-3377, at the nearest office at 90 Church Street, New York, NY 10007, or via the internet at www.dps.ny.gov.

- d. **Appliances.** Appliances supplied by Landlord in the Apartment are for your use. They will be maintained and repaired by Landlord, but if repairs or replacement are made necessary because of your negligence or misuse, You will pay Landlord for the cost of such repair or replacement as additional rent.
- e. **Elevator Service.** If the elevator is the kind that requires an employee of Landlord to operate it, Landlord may end this service without reducing the rent if: (1) Landlord gives You 10 days notice that this service will end; and (2) within a reasonable time after the end of this 10-day notice, Landlord begins to substitute an automatic control type of elevator and proceeds diligently with its installation.
- f. **Smoke and carbon monoxide detectors.** If Landlord has or hereafter shall install one or more smoke and/or carbon monoxide detectors in Your Apartment, it is understood that Landlord shall not be responsible for any servicing or maintenance of the smoke or carbon monoxide detectors, including, but not limited to, replacement of batteries, if applicable, except as provided by applicable law or statute. If a smoke and/or carbon monoxide detector has been installed in the Apartment, You acknowledge that You have inspected them and that they are in good working order. You shall be liable to Landlord for any damage resulting from your failure to keep them in good working order. Landlord shall not be liable for any damage caused by the failure of such smoke or carbon monoxide detectors to operate properly. You are also responsible for inspecting the smoke and carbon monoxide detectors installed in the apartment and notifying the management when they are not operating properly.
- g. **Security Systems.** (1) You acknowledge that the Landlord makes no representation and assumes no responsibility whatsoever with respect to the functioning or operation of any of the human or mechanical security systems which the Landlord does or may provide, including, without limitation, desk personnel, lobby attendants, or TV monitoring. You agree that the Landlord shall not be responsible or liable for any bodily harm or property loss or damage of any kind or nature which You or any members of Your family, employees or guests may suffer or incur by reason of any claim that the Landlord, his agents or employees or any mechanical or electronic system in the Building has been negligent or has not functioned properly or that some other or additional security measure or system could have prevented the bodily harm or property loss or damage and (2) If You install a security system, the Landlord shall not be responsible for the maintenance of same. Neither the superintendent nor the Landlord nor any of its employees shall be responsible for responding to any alarm or security alert.
- h. **Terrace and Balconies.** (1) The Apartment may have a terrace or balcony. The terms of this Lease apply to the terrace or balcony as if part of the Apartment. Landlord may make special rules for the terrace and balcony. Landlord will notify You of such rules. (2) You must keep the terrace or balcony clean and free from snow, ice, leaves and garbage and keep all screens and drains in good repair. NO cooking is allowed on the terrace or balcony. You may not store any combustible materials on the terrace or balcony. You may not keep or install a fence or make any changes or additions to the terrace or balcony. Installation or use of furniture and plants requires prior approval of Landlord. If You do use or install such items without Landlord approval, Landlord has the right, but shall not be obligated, to remove these items and store them at Your expense.
- i. **Laundry, Roof Deck, Building Gym and Other Facilities.** Landlord may, but shall not be obligated, to make available in the Building, directly or through third-party operators, certain facilities such as laundry, roof deck, lounge area, building gym, storage room, housekeeping service, video vending machine, valet, computer and data center, photocopier, fax machine and /or other similar facilities. **If Landlord permits You to use any such facility, the use of any of these facilities is solely at Your own risk, except for loss suffered by You due to Landlord's gross negligence or willful misconduct.** You agree to sign any requisite liability waivers which may be required for use of the subject facility. The use of all such