

**October 25, 2010**

Dear Fred Flintstone:

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

Agent: **Gayle Account Manager**  
Apartment: **Test**  
Rent: **\$3,300.00**  
Term: **1 year, 0 months, 0 days**  
Lease Dates: **November 1, 2010 to October 31, 2011**  
Concession: One-Time Rental Concession of **\$100.00** to be given during **November, 2010**.  
Source: Other ()

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) Cover Letter 421-a
- 2) Welcome Letter
- 3) Standard Form of Apartment Lease
- 4) W-8 / W-9
- 5) DHCR Rider
- 6) Window Guards - NY
- 7) Fire Safety Acknowledgment Form
- 8) Third Party Payment
- 9) Dog Rider
- 10) Lead Paint Disclosure
- 11) Lead Paint Inquiry - pre-1960 bldgs
- 12) 421-a Rider
- 13) Additional Clauses
- 14) Bike Storage Agreement
- 15) Construction Rider
- 16) Demand Rider
- 17) Early Termination Rider
- 18) Lease Application and Move-In Procedures
- 19) Occupancy Rider
- 20) Renters Insurance Notification
- 21) Storage Locker Agreement
- 22) Temporary Rent Concession Rider
- 23) Tenant Lease Abstract
- 24) Bedbug Infestation History Disclosure
- 25) Fire Safety Plan
- 26) Payment in the form of certified check, bank check or money order for the following: **\$3,300.00** representing the first month's rent payable to **230 Livingston Owner LLC** and **\$3,300.00** representing the security deposit payable to **230 Livingston Owner LLC**.
- 27) Payment in the form of personal check, certified check, bank check or money order for the following: **\$65.00** representing the first month of storage rent payable to **230 Livingston Owner LLC**.

Kindly execute and return each of the enclosed documents together with the referenced payments to the attention of Citi Habitats Marketing Group, LLC at 221 Schermerhorn, Brooklyn, NY 11217.

Sincerely,

The Addison

|   |   |   |
|---|---|---|
| Form <b>W-9</b><br>(Rev. October 2007)<br>Department of the Treasury<br>Internal Revenue Service  | <b>Request for Taxpayer<br/>Identification Number and Certification</b> | Give form to the<br>requester. Do not<br>send to the IRS. |
| Name (as shown on your income tax return)<br><b>Fred Flintstone</b>   |   |   |
| Business name, if different from above  |   |   |
| Check appropriate box: <input checked="" type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership<br><input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) _____ <input type="checkbox"/> Exempt payee<br><input type="checkbox"/> Other (see instructions) |   |   |
| Address (number, street, and apt. or suite no.)<br><b>221 Schermerhorn Street #Test</b>   |   | Requestor's name and address (optional)                   |
| City, state, and ZIP code<br><b>Brooklyn, New York 11217</b>  |   |   |
| 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 your social security number (SSN). However for a resident alien, sole proprietor, or disregarded entity, see the Part 1 instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

**Note:** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

|                                |
|--------------------------------|
| Social security number         |
| or                             |
| Employer identification number |

**Part II Certification**

Under penalties of perjury, I certify that:

- 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
- 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
- I am a U.S. citizen or other U.S. person (defined below).

**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 on page 4.

**Fred Flintstone (Signature of U.S. Person)** \_\_\_\_\_ **Date** \_\_\_\_\_

|  |   |
|--|---|
| <p><b>General Instructions</b></p> <p>Section references are to the Internal Revenue Code unless otherwise noted.</p> <p><b>Purpose of Form</b></p> <p>A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.</p> <p>Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:</p> <ol style="list-style-type: none"> <li>Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),</li> <li>Certify that you are not subject to backup withholding, or</li> <li>Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.</li> </ol> <p><b>Note:</b> If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.</p> | <p><b>Definition of a U.S. person.</b></p> <p>For federal tax purposes, you are considered a U.S. person if you are:</p> <ul style="list-style-type: none"> <li>An individual who is a U.S. citizen or U.S. resident alien,</li> <li>A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,</li> <li>An estate (other than a foreign estate), or</li> <li>A domestic trust (as defined in Regulations section 301.7701-7).</li> </ul> <p><b>Special rules for partnerships.</b> Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.</p> <p>The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:</p> <ul style="list-style-type: none"> <li>The U.S. owner of a disregarded entity and not the entity,</li> <li>The U.S. grantor or other owner of a grantor trust and not the trust, and</li> <li>The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.</li> </ul> |
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# TENANT LEASE ABSTRACT

| RESIDENT INFORMATION   |                                |                              |                                     |
|--|--------------------------------|------------------------------|-------------------------------------|
| Tenant:<br>Fred Flintstone   |                                |                              | SSN:                                |
| Address:   |                                |                              | Email:                              |
| Office Phone:  | Home Phone:                    | Cell Phone:                  | Fax:                                |
| Unit Address:<br>221 Schermerhorn Street #Test, Brooklyn, NY 11217 |                                |                              |                                     |
| PROPERTY INFO  |                                |                              |                                     |
| Resident ID:   |                                | Property:<br>The Addison     |                                     |
| Unit #:<br>Test  | Unit Type:<br>Other            | Unit Size:                   | Unit Sf:                            |
| LATE FEES  |                                |                              |                                     |
| Base Amount:<br>\$75.00  |                                | Grace Period:<br>5 days      |                                     |
| LEASE INFORMATION  |                                |                              |                                     |
| Asking/Previous Rent   | Actual Rent<br>\$3,300.00      | Sec. Dep.<br>\$3,300.00      | Early Occupancy                     |
| Concession<br>\$100.00 applied to November, 2010.                  |                                |                              |                                     |
| Total Concession (\$)<br>\$100.00                                  |                                | Early Termination            |                                     |
| Lease Term<br>1 year   |                                | Lease Sign Date              |                                     |
| Move In Date<br>November 1, 2010                                   | Lease From<br>November 1, 2010 | Lease To<br>October 31, 2011 | Rent Comm. Date<br>November 1, 2010 |
| OTHER LEASE CHARGES  |                                |                              |                                     |
| Fitness Center:  | Monthly Amount:                | Annual Amount:               |                                     |
| Storage Size:  | Storage Unit #:<br>10          | Storage Rent:<br>\$65.00     |                                     |
| Bike Storage:  | Bike Hook:<br>10               | Monthly Amount:<br>\$15.00   |                                     |
| OTHER LEASE INFORMATION  |                                |                              |                                     |
| License #:   |                                | Car (if applicable):         |                                     |
| Bank:  |                                | Account #:                   |                                     |
| # of Children:<br>0  |                                | Ages:                        |                                     |
| Pets:  | Pet Type/Breed:                | Pet Name:                    | Pet Deposit:                        |

\_\_\_\_\_  
(Leasing Agent)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Asset Manager)

\_\_\_\_\_  
Date

The Addison

Date: October 25, 2010

Fred Flintstone  
221 Schermerhorn Street  
Apartment **Test**  
Brooklyn, NY 11217

**RE: Regulatory Status**

Dear **Fred Flintstone**:

The attached lease and riders contain numerous provisions pertaining to the Rent Stabilization Law and Code. These provisions are predicated upon the owner of **221 Schermerhorn Street, Brooklyn, NY 11217** having made an application to the New York City Department of Housing Preservation and Development ("HPD") for a tax abatement pursuant to Section 421-a of the Real Property Tax Law. That application remains pending at HPD.

While it is our expectation that this tax abatement will be granted within the coming months, unless and until the application is granted, the provisions pertaining to the Rent Stabilization Law and Code are not applicable to your tenancy. Upon the abatement being granted, we will notify you and the provisions pertaining to the Rent Stabilization Law and Code will then be fully applicable to your tenancy.

If you have any questions, please contact \_\_\_\_\_ at .

Very truly yours,

**The Addison** staff

SAMPLE



Initials: \_\_\_\_\_

**ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER  
THE RENT STABILIZATION LAW. (LOS DERECHOS Y RESPONSABILIDADES DE INQUILINOS Y  
CASEROS ESTÁN DISPONIBLE EN ESPAÑOL.)**

**STANDARD FORM OF APARTMENT LEASE  
THE REAL ESTATE BOARD OF NEW YORK, INC.**

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

You should read this Lease and all of its attached parts carefully. If You have any questions, or if You do not understand any words or statements, get clarification. Once You and Owner sign this Lease, You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner have been written into this Lease. You understand that any agreements made before or after this Lease was signed and not written into it will not be enforceable.

THIS LEASE is made on **October 25, 2010**  
between Owner, **230 Livingston Owner LLC**  
whose address is **221 Schermerhorn Street, Brooklyn, NY 11217**  
and You, the Tenant, **Fred Flintstone**  
whose address is **221 Schermerhorn Street #Test, Brooklyn, NY 11217**.

**1. APARTMENT AND USE** Owner agrees to lease to You Apartment **Test** in the Building at **221 Schermerhorn Street, Brooklyn, NY 11217**, Borough of Brooklyn, City and State of New York.

You shall use the Apartment for living purposes only. The Apartment may be occupied by the tenant or tenants named above and by the immediate family of the tenant or tenants and by occupants as defined in and only in accordance with Real Property Law §235-f.

**2. LENGTH OF LEASE** The term (that means the length) of this Lease is **1 year, 0 months and 0 days**, beginning on **November 1, 2010** and ending on **October 31, 2011**. If You do not do everything You agree to do in this Lease, Owner may have the right to end it before the above date. If Owner does not do everything that Owner agrees to do in this Lease, You may have the right to end the Lease before the ending date.

**3. RENT** Your monthly rent for the Apartment is **\$3,300.00** until adjusted pursuant to Article 4 below. You must pay Owner the rent, in advance, on the first day of each month either at **Owner's office** or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Lease if the lease begins on the first day of the month. If the lease begins after the first day of the month, You must pay when you sign this lease (1) the part of the rent from the beginning date of this Lease until the last day of the month and (2) the full rent for the next full calendar month. If this Lease is a Renewal Lease, the rent for the first month of this Lease need not be paid until the first day of the month when the renewal term begins.

**4. RENT ADJUSTMENTS** If this Lease is for a Rent Stabilized apartment, the rent herein shall be adjusted up or down during the Lease term, including retroactively, to conform to the Rent Guidelines. Where Owner, upon application to the State Division of Housing and Community Renewal ("authorized agency") is found to be entitled to an increase in rent or other relief, You and Owner agree: (a) to be bound by such determination; (b) where the authorized agency has granted an increase in rent, You shall pay such increase in the manner set forth by the authorizing agency; (c) except that in the event that an order is issued increasing the stabilization rent because of Owner hardship, You may, within thirty (30) days of Your receipt of a copy of the order, cancel Your lease on sixty (60) days written notice to Owner. During said period You may continue in occupancy at no increase in rent.

**5. SECURITY DEPOSIT** You are required to give Owner the sum of **\$3,300.00** when You sign this Lease as a security deposit, which is called in law a trust. Owner will deposit this security in \_\_\_\_\_, \_\_\_\_\_. If the Building contains six or more apartments, the bank account will earn interest. If You carry out all agreements in this Lease, at the end of each calendar year Owner or the bank will pay to Owner 1% interest on the deposit for administrative costs and to You all other interest earned on the security deposit.

If You carry out all of Your agreements in the Lease and if You move out of the Apartment and return it to Owner in the same condition it was in when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty, Owner will return to You the full amount of Your security deposit and interest to which You are entitled within 60 days after this Lease ends. However, if You do not carry out all Your agreements in this Lease, Owner may keep all or part of Your security deposit and any interest which has not yet been paid to You necessary to pay Owner for any losses incurred, including missed payments.

If Owner sells or leases the building, Owner will turn over Your security, with interest, either to You or to the person buying or leasing (lessee) the building within 5 days after the sale or lease. Owner will then notify You, by registered or certified mail, 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 You for the security deposit. The new owner or lessee will become responsible to You for the security deposit.

**6. IF YOU ARE UNABLE TO MOVE IN** A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Lease. If this happens for reasons beyond Owner's



Initials: \_\_\_\_\_

reasonable control, Owner will not be responsible for Your damages or expenses, and this Lease will remain in effect. However, in such case, this Lease will start on the date when You can move in, and the ending date in Article 2 will be changed to a date reflecting the full term of years set forth in Article 2. You will not have to pay rent until the move-in date Owner gives You by written notice or the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Lease as stated in Article 2, You may tell Owner in writing, that Owner has 15 additional days to let You move in, or else the Lease will end. If Owner does not allow You to move in within those additional 15 days, then the Lease is ended. Any money paid by You on account of this Lease will then be refunded promptly by Owner.

7. **CAPTIONS** In any dispute arising under this Lease, in the event of a conflict between the text and a caption, the text controls.

8. **WARRANTY OF HABITABILITY**

A. All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Lease. Nothing in this Lease can be interpreted to mean that You have given up any of Your rights under that law. Under that law, Owner agrees that the Apartment and the Building are fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.

B. You will do nothing to interfere or make more difficult Owner's efforts to provide You and all other occupants of the Building with the required facilities and services. Any condition caused by Your misconduct or the misconduct of anyone under Your direction or control shall not be a breach by Owner.

9. **CARE OF YOUR APARTMENT - END OF LEASE - MOVING OUT**

A. You 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. You 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 You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty.

B. When this Lease ends, You must remove all of Your moveable property. You must also remove, at Your own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment You may have installed in the Apartment, even if it was done with Owner's consent. You must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. You have not moved out until all persons, furniture and other property of Yours is also out of the Apartment. If Your property remains in the Apartment after the Lease ends, Owner may either treat you as still in occupancy and charge You for use, or may consider that You have given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at Your expense. You agree 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.

10. **CHANGES AND ALTERATIONS TO APARTMENT** You cannot build in, add to, change or alter, the

Apartment in any way, including wallpapering, painting, repainting, or other decorating, without getting Owner's written consent before You do anything. Without Owner's prior written consent, You 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, You cannot place in the Apartment water-filled furniture.

11. **YOUR DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND LEASE RULES**

A. **Government Laws and Orders.** You will obey and comply (1) with all present and future city, state and federal laws and regulations, including the Rent Stabilization Code and Law, which affect the Building or the Apartment, and (2) with all orders and regulations of Insurance Rating Organizations which affect the Apartment and the Building. You will not allow any windows in the Apartment to be cleaned from the outside, unless the equipment and safety devices required by law are used.

B. **Owner's Rules Affecting You.** You will obey all Owner's rules listed in this Lease and all future reasonable rules of Owner or Owner's agent. Notice of all additional rules shall be delivered to You in writing or posted in the lobby or other public place in the building. Owner shall not be responsible to You for not enforcing any rules, regulations or provisions of another tenant's lease except to the extent required by law.

C. **Your Responsibility.** You are responsible for the behavior of Yourself, of Your immediate family, Your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because You, members of Your immediate family, servants or people visiting You have not obeyed government laws and orders of the agreements or rules of this Lease.

12. **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 and detrimental to other tenants in the Building. Objectionable conduct by You gives Owner the right to end this Lease.

13. **SERVICES AND FACILITIES**

A. **Required Services.** Owner will provide cold water 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 of the above services unless it is provided by law.



Initials: \_\_\_\_\_

- B. The following utilities are included in the rent: **none**
  - C. **Electricity and Other Utilities.** If Owner provides electricity or gas and the charge is included in the rent on Page 1, or if You buy electricity or gas from Owner for a separate (submetered) charge, Your obligations are described in the Rider attached to this Lease. If electricity or gas is not included in the rent or is not charged separately by Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service if it is not included in the rent.
  - D. **Appliances.** Appliances supplied by Owner in the Apartment are for Your use. They will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of Your negligence or misuse, You will pay Owner 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 Owner to operate it, Owner may end this service without reducing the rent if: (1) Owner gives You 10 days notice that this service will end; and (2) within a reasonable time after the end of this 10-day notice, Owner begins to substitute an automatic control type of elevator and proceeds diligently with its installation.
  - F. **Storeroom Use.** If Owner permits You to use any storeroom, laundry or any other facility located in the building but outside of the Apartment, the use of this storeroom or facility will be furnished to You free of charge and at Your own risk, except for loss suffered by You due to Owner's negligence. You will operate at Your expense any coin operated appliances located in such storerooms or laundries.
- 14. 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 You may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.
- 15. ENTRY TO APARTMENT** During reasonable hours and with reasonable notice, except in emergencies, Owner 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; to inspect the Apartment and to make any necessary repairs or changes Owner decides are necessary. Your rent will not be reduced because of any of this work, unless required by Law;
  - B. To show the Apartment to persons who may wish to become owners or lessees of the entire Building or may be interested in lending money to Owner;
  - C. For four months before the end of the Lease, to show the Apartment to persons who wish to rent it;
  - D. If during the last month of the Lease You have moved out and removed all or almost all of Your property from the Apartment, Owner may enter to make changes, repairs, or redecorations. Your rent will not be reduced for that month and this Lease will not be ended by Owner's entry;
  - E. If at any time You are not personally present to permit Owner or Owner's representative to enter the Apartment and entry is necessary or allowed by law or under this lease, Owner or Owner's representatives may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, Owner or Owner's representative is negligent or misuses Your property.
- 16. ASSIGNING; SUBLETTING; ABANDONMENT**
- A. **Assigning and Subletting.** You cannot assign this Lease or sublet the Apartment without Owner's advance written consent in each instance to a request made by You in the manner required by Real Property Law §226-b and in accordance with the provisions of the Rent Stabilization Code and Law, relating to subletting. Owner may refuse to consent to a lease assignment for any reason or no reason, but if Owner unreasonably refuses to consent to request for a lease assignment properly made, at Your request in writing, Owner will end this Lease effective as of thirty days after Your request. The first and every other time you wish to sublet the Apartment, You must get written consent of Owner unless Owner unreasonably withholds consent following Your request to sublet in the manner provided by Real Property Law §226-b. Owner may impose a reasonable credit check fee on You in connection with an application to assign or sublet. If you fail to pay Your rent, Owner may collect rent from subtenant or occupant without releasing You from the Lease. Owner will credit the amount collected against the rent due from You. However, Owner's acceptance of such rent does not change the status of the subtenant or occupant to that of direct tenant of Owner and does not release You from this Lease.
  - B. **Abandonment.** If You move out of the Apartment (abandonment) before the end of the Lease without the consent of Owner, this Lease will not be ended (except as provided by law following Owner's unreasonable refusal to consent to an assignment or subletting requested by You). You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease. In case of abandonment, Your responsibility for rent will end only if Owner chooses to end this Lease for default as provided in Article 17.
- 17. DEFAULT**
- 1. You default under the Lease if You act in any of the following ways:
    - a. You fail to carry out any agreement or provision of this Lease;
    - b. You or another occupant of the Apartment behaves in an objectionable manner;
    - c. You do not take possession or move into Apartment fifteen (15) days after beginning of this Lease;
    - d. You and other legal occupants of the Apartment move out permanently before this Lease ends;If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within ten (10) days. You must then either stop or correct the default within 10 days, or, if You need more than 10 days, You 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.
  - 2. If you do not stop or begin to correct a default within 10 days, Owner may give you a second written notice that this Lease will end six (6) days after the date the second written notice is sent to You. At the end of



this 6-day period, this Lease will end, and You then must move out of the Apartment. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of this Lease, the value of Your occupancy, if any, after the Lease ends, and damages caused to Owner after that time as stated in Article 18.

- 3. If You do not pay Your rent when this Lease requires after a personal demand for rent has been made, or within three (3) days after a statutory written demand for rent has been made, or if the Lease ends, Owner may do the following: (a) enter the Apartment and retake possession of it if You have moved out; or (b) go to court and ask that You and all other occupants in the Apartment be compelled to move out.

Once this Lease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate or renew the Lease.

**18. REMEDIES OF OWNER AND YOUR LIABILITY** If this Lease is ended by Owner because of Your default, the following are the rights and obligations of You and Owner:

- A. You must pay Your rent until this Lease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.
- B. Once You are 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.
- C. Whether the Apartment is re-rented or not, You must pay to Owner as damages:
  - 1. The difference between the rent in this Lease and the amount, if any, of the rents collected in any later lease or leases of the Apartment for what would have been the remaining period of this Lease; and
  - 2. Owner's expenses for advertisements, broker's fees and the cost of putting the Apartment in good condition for re-rental; and
  - 3. Owner's expenses for attorney's fees.
- D. You shall pay all 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. If the rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change Your liability for damages, unless the failure is due to Owner's deliberate inaction.

**19. ADDITIONAL OWNER REMEDIES** If You do not do everything You have agreed to do, or if You do anything which shows that You intend not to do what You have agreed to do, Owner has the right to ask a Court to make You carry out Your agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 17 and 18 of this Lease.

**20. FEES AND EXPENSES**

- A. **Owner's Right.** You must reimburse Owner for any of the following fees and expenses incurred by Owner:
  - 1. Making any repairs to the Apartment or the Building which result from the misuse or negligence by You or persons who live with You, visit You, or work for You;
  - 2. Repairing or replacing any appliance damaged by Your misuse or negligence;
  - 3. Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organizations concerning the Apartment or the Building which You or persons who live with You, visit You, or work for You have caused;
  - 4. Preparing the Apartment for the next tenant if You move out of Apartment before the Lease ending date;
  - 5. Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of a Lease default by You or for defending lawsuits against Owner because of Your actions;
  - 6. Removing all of Your property after this Lease is ended;
  - 7. All other fees and expenses incurred by Owner because of Your failure to obey any other provisions and agreements of this Lease.

These fees and expenses shall be paid by You to Owner as additional rent within thirty (30) days after You receive Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.

- B. **Tenant's Right.** Owner agrees that unless sub-paragraph 5 of this Article 20 has been stricken out of this Lease. You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law, section 234.

**21. PROPERTY LOSS, DAMAGES OR INCONVENIENCE** Unless caused by the negligence or misconduct of Owner or Owner's agents or employees, Owner or Owner's agents and employees are not responsible to You for any of the following: (1) any loss of or damage to You or Your property in the Apartment or the Building due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Building; (2) any loss of or damage to Your property delivered to any employee of the Building (i.e., doorman, superintendent, etc.); or (3) any damage or inconvenience caused to You by actions, negligence or violations of a Lease by any other tenant or person in the Building except to the extent required by law.

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



Initials: \_\_\_\_\_

**22. FIRE OR CASUALTY**

- A. 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 C below or by You under D below. But the rent will be reduced immediately. This reduction will be based upon the part of the Apartment which is unusable.
- B. Owner will repair and restore the Apartment, unless Owner decides to take actions described in paragraph C below.
- 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 You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is usable when Owner gives You such notice, this Lease will end 60 days from the last day of the calendar month in which You were given the notice.
- D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, You may give Owner written notice that You end the Lease, If You give that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will refund Your security deposit and the pro-rate portion of rents paid for the month in which the casualty happened.
- E. Unless prohibited by the applicable insurance policies, to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

**23. 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. You shall have no claim against Owner for any damage resulting; You also agree that by signing this Lease, You assign to Owner any claim against the Government or Government agency for the value of the unexpired portion of this Lease.

**24. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS** All leases and mortgages of the Building or of the land on which the Building is located, now in effect or made after this Lease is signed, come ahead of this Lease. In other words, this Lease is "subject and subordinate to" any existing or future lease or mortgage on the Building or land, including any renewals, consolidations, modifications and replacements of these leases or mortgages. If certain provisions of any of these leases or mortgages come into effect, the holder of such lease or mortgage can end this Lease. If this happens, You agree that You have no claim against Owner or such lease or mortgage holder. If Owner requests, You will sign promptly an acknowledgment of the "subordination" in the form that Owner requires.

You also agree to sign (if accurate) a written acknowledgment 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 you have no present claim against Owner.

**25. TENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT** If You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Lease, Your tenancy cannot be cut off before the ending date, except as provided for in Articles 22, 23, and 24.

**26. BILLS AND NOTICE**

- A. **Notices to You.** Any notice from Owner or Owner's agent or attorney will be considered properly given to You if it (1) is in writing; (2) is signed by or in the name of Owner or Owner's agent; and (3) is addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment. The date of service of any written notice by Owner to you under this agreement is the date of delivery or mailing of such notice.
- B. **Notices to Owner.** If You wish to give a notice to Owner, You must write it and deliver it or send it by registered or certified mail to Owner at the address noted on page 1 of this Lease or at another address of which Owner or Agent has given You written notice.

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

- A. Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Lease, the relationship of You and Owner as Tenant and Landlord or Your 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 You which asks that You be compelled to move out, You cannot make a counterclaim unless You are claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Building.

**28. NO WAIVER OF LEASE PROVISIONS**

- A. Even if Owner accepts Your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Lease, the failure of Owner to take action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if You again do not do what You have agreed to do.
- B. Only a written agreement between You and Owner can waive any violation of this Lease.
- C. If You pay and Owner accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or a part of the earliest rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the rent due.
- D. Any agreement to end this Lease and also to end the rights and obligations of You and Owner must be in writing, signed by You and Owner or Owner's agent. Even if You give keys to the Apartment and they are accepted by any employee, or agent, or Owner, this Lease is not ended.

**29. CONDITION OF THE APARTMENT** When You signed this Lease, You did not rely on anything said by Owner, Owner's agent or superintendent about the physical condition of the Apartment, the Building or the



Initials: \_\_\_\_\_

land on which it is built. You did not rely on any promises as to what would be done, unless what was said or promised is written in this Lease and signed by both You and Owner or found in Owner's floor plans or brochure shown to You before You signed the Lease. Before signing this Lease, You have inspected the Apartment and You accept it in its present condition "as is," except for any condition which You could not reasonably have seen during Your inspection. You agree that Owner has not promised to do any work in the Apartment except as specified in attached "Work Rider".

**30. RENT INCREASE FOR MAJOR CAPITAL IMPROVEMENT** Owner advises you that an application of increase in stabilized rent on the ground of a building-wide major capital improvement dated \_\_\_\_\_ Docket No. \_\_\_\_\_ is now pending before the State Division of Housing and Community Renewal (Agency). Such application involves the following major capital improvements which are now completed or in progress:

\_\_\_\_\_  
You agree that the stabilized rent herein may be increased during the term of this Lease by reason of such improvement as of a date and in the amount permitted by an order from the Agency.

**31. DEFINITIONS**

**A. Owner:** The term "Owner" means the person or organization receiving or entitled to receive rent from You for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" includes the owner of the land or Building, a lessor, a sublessor of the land or Building and a mortgagee in possession. It does not include a former Owner, even if the former Owner signs this Lease.

**B. You:** The term "You" means the person or persons signing this Lease as Tenant and the successors and assigns of the signer. This Lease has established a tenant-landlord relationship between You and Owner.

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

**33. INSURENT LEASE GUARANTY CLAUSE** This lease was issued with an INSURENT LEASE GUARANTY, without which, this lease would not have been approved. At the expiration of this lease, the Owner will request that you either renew your INSURENT LEASE GUARANTY, obtain a credit worthy Guarantor, or that you give the Owner written authorization to obtain an updated credit report and proof of income to determine whether you can qualify without further assistance.

**OWNER'S RULES - a part of this lease - see attached page**

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

**Witnesses**

**BY: 230 LIVINGSTON OWNER LLC**

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

\_\_\_\_\_  
(Landlord) Date

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

\_\_\_\_\_  
Fred Flintstone (Tenant) Date

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

**GUARANTY**

The undersigned Guarantor guarantees to Owner the strict performance of and observance by Tenants of all the agreements, provisions and rules in the attached Lease. Guarantor agrees to waive all notices when Tenant is not paying rent or not observing and complying with all of the provisions of the attached Lease. Guarantor agrees to be equally liable with Tenant so that Owner may sue Guarantor directly without first suing Tenant. The Guarantor further agrees that his guaranty shall remain in full effect even if the Lease is renewed, changed or extended in any way and even if Owner has to make a claim against Guarantor. Owner and Guarantor agree to waive trial by jury in any action, proceeding or counterclaim brought against the other on any matters concerning the attached Lease or the Guaranty.

Dated \_\_\_\_\_, New York City

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

\_\_\_\_\_  
(Guarantor) Date

\_\_\_\_\_  
(Address)



Initials: \_\_\_\_\_

Apartment: **Test**  
Tenant: **Fred Flintstone**  
Premises: **221 Schermerhorn Street, Brooklyn, NY 11217**  
Expires: **October 31, 2011**



STANDARD FORM OF APARTMENT  
**LEASE**



The Real Estate Board of New York, Inc.

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**ATTACHED RULES WHICH ARE A PART OF THE LEASE  
AS PROVIDED BY ARTICLE 11**

- 1. Public Access Ways**
  - a. Tenants shall not block or leave anything in or on fire escapes, the sidewalks, entrances, driveways, elevators, stairways, or halls. Public access ways shall be used only for entering and leaving the Apartment and the Building. Only those elevators and passageways designated by Owner can be used for deliveries.
  - b. Baby carriages, bicycles or other property of Tenants shall not be allowed to stand in the halls, passageways, public areas or courts of the Building.
- 2. Bathroom and Plumbing Fixtures** The bathrooms, toilets and wash closets and plumbing fixtures shall only be used for the purposes for which they were designed or built; sweepings, rubbish bags, acids or other substances shall not be placed in them.
- 3. Refuse** Carpets, rugs or other articles shall not be hung or shaken out of any window of the Building. Tenants shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators or elevator shafts. Tenants shall not place any articles outside of the Apartment or outside of the building except in safe containers and only at places chosen by Owner.
- 4. Elevator** All non-automatic passenger and service elevators shall be operated only by employees of Owner and must not in any event be interfered with by Tenants. The service elevators, if any, shall be used by servants, messengers and trades people for entering and leaving, and the passenger elevators, if any, shall be used by them for any purpose. Nurses with children, however, may use the passenger elevators.
- 5. Laundry** Laundry and drying apparatus, if any, shall be used by Tenants in the manner and at the times that the superintendent or other representative of Owner may direct. Tenants shall not dry or air clothes on the roof.
- 6. Keys and Locks** Owner may retain a pass key to the apartment. Tenants may install on the entrance of the Apartment an additional lock of not more than three inches in circumference. Tenants may also install a lock on any window but only in the manner provided by law. Immediately upon making any installation of either type, Tenants shall notify Owner or Owner's agent and shall give Owner or Owner's agent a duplicate key. If changes are made to the locks or mechanism installed by Tenants, Tenants must deliver keys to Owner. At the end of this Lease, Tenants must return to Owner all keys either furnished or otherwise obtained. If Tenants lose or fail to return any keys which were furnished to them, Tenants shall pay to Owner the cost of replacing them.
- 7. Noise** Tenants, their families, guests, employees, or visitors shall not make or permit any disturbing noises in the Apartment or Building or permit anything to be done that will interfere with the rights, comforts or convenience of other tenants. Also, Tenants shall not play a musical instrument or operate or allow to be operated a phonograph, radio or television set so as to disturb or annoy any other occupant of the Building.
- 8. No Projections** An aerial may not be erected on the roof or outside wall of the Building without the written consent of Owner. Also, awnings or other projections shall not be attached to the outside walls of the Building or to any balcony or terrace.
- 9. No Pets** Dogs or animals of any kind shall not be kept or harbored in the Apartment, unless in each instance it be expressly permitted in writing by Owner. This consent, if given, can be taken back by Owner at any time for good cause on reasonably given notice. Unless carried or on a leash, a dog shall not be permitted on any passenger elevator or in any public portion of the building. Also, dogs are not permitted on any grass or garden plot under any condition. BECAUSE OF THE HEALTH HAZARD AND POSSIBLE DISTURBANCE OF OTHER TENANTS WHICH ARISE FROM THE UNCONTROLLED PRESENCE OF ANIMALS, ESPECIALLY DOGS, IN THE BUILDING, THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH TENANT IS A MATERIAL REQUIREMENT OF EACH LEASE. TENANTS' FAILURE TO OBEY THIS RULE SHALL BE CONSIDERED A SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION BY TENANT UNDER THIS LEASE. OWNER MAY ELECT TO END THIS LEASE BASED UPON THIS VIOLATION.
- 10. Moving** Tenants can use the elevator to move furniture and possessions only on designated days and hours. Owner shall not be liable for any costs, expenses or damages incurred by Tenants in moving because of delays caused by the unavailability of the elevator.
- 11. Floors** Apartment floors shall be covered with rugs or carpeting to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms and hallways. The tacking strip for wall-to-wall carpeting will be glued, not nailed to the floor.
- 12. Window Guards** IT IS A VIOLATION OF LAW TO REFUSE OR INTERFERE WITH INSTALLATION, OR REMOVE WINDOW GUARDS WHERE REQUIRED. (SEE ATTACHED WINDOW GUARD RIDER.)



Initials: \_\_\_\_\_



State of New York  
Division of Housing and Community Renewal  
Office of Rent Administration  
Gertz Plaza  
92-31 Union Hall Street  
Jamaica, New York 11433  
Web Site: www.dhcr.state.ny.us  
Email address: dhcrinfo@dhcr.state.ny.us

Revision Date: February 2006

**Rent Stabilization Lease Rider For Apartment House Tenants  
Residing in New York City**

**FAILURE BY AN OWNER TO ATTACH A COPY OF THIS RIDER TO THE TENANT'S  
LEASE WITHOUT CAUSE MAY RESULT IN A FINE OR OTHER SANCTIONS**

**NOTICE**

This Rider, with this Notice, must be attached to all vacancy and renewal leases for rent stabilized apartments. This Rider was prepared pursuant to Section 26-511(d) of the New York City Rent Stabilization Law.

This Rider must be in a print size larger than the print size of the lease to which the Rider is attached. The following language must appear in bold print upon the face of each lease: **"ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER THE RENT STABILIZATION LAW."** ("Los Derechos Y Responsabilidades de Inquilinos Y Caseros Están Disponible en Español".)

**INTRODUCTION:**

This Rider is issued by the New York State Division of Housing and Community Renewal ("DHCR"), pursuant to the Rent Stabilization Law ("RSL"), and Rent Stabilization Code ("Code"). It generally informs tenants and owners about their basic rights and responsibilities under the RSL.

This Rider does not contain every rule applicable to rent stabilized apartments. It is only informational and its provisions are not part and do not modify the lease. However, it must be attached as an addendum to the lease. It does not replace or modify the RSL, the Code, any order of DHCR, or any order of the New York City Rent Guidelines Board.

The Appendix lists organizations which can provide assistance to tenants and owners who have inquiries, complaints or requests relating to subjects covered in this Rider.

Tenants should keep a copy of this Rider and of any lease they sign.

**PROVISIONS**

**1. GUIDELINES INCREASES FOR RENEWAL AND VACANCY LEASES**

The owner is entitled to increase the rent when a tenant renews a lease (a "renewal lease"). Each year, effective October 1, the New York City Rent Guidelines Board sets the percentage maximum permissible increase over the immediately preceding September 30th rent for leases which will begin during the year for which the guidelines order is in effect. The date a lease starts determines which guidelines order applies.

Guidelines orders provide increases for Renewal Leases. The renewing tenant has the choice of the length of the lease. Different percentages are set for rent increases for leases of 1 or 2 years. The guidelines order may incorporate additional provisions, such as a supplementary low-rent adjustment. For additional information see DHCR Fact Sheet #26.

**2. VACANCY INCREASES FOR VACANCY LEASES**

The owner is entitled to increase the prior legal regulated rent when a new tenant enters into a lease ("vacancy lease"). The legal regulated rent immediately preceding the vacancy may be increased by statutory vacancy increases as follows:

If the vacancy lease is for a term of 2 years, 20% of the prior legal regulated rent; or if the vacancy is for a term of 1 year, the increase shall be 20% of the prior legal regulated rent less an amount equal to the difference between:

- a) The 2 year renewal lease guideline promulgated by the New York City Rent Guidelines Board ("RGB") applied to prior legal regulated rent; and
- b) The 1 year renewal lease guideline promulgated by the RGB applied to the prior legal regulated rent.

Additional increases are available to owners where the legal regulated rent was last increased by a vacancy allowance eight or more years prior to the entering into of the subject vacancy lease or if no vacancy allowance has been taken, the number of years that the apartment has been subject to stabilization. Generally, this increase equals 0.6%, multiplied by the prior legal regulated rent, multiplied by the number of years since the last vacancy increase.

If the prior regulated rent was less than \$300, the total vacancy increase shall be as calculated above, plus an additional \$100. If the prior legal regulated rent was at least \$300, and no more than \$500, in no event shall the total vacancy increase be less than \$100.

A RGB order may authorize an additional vacancy "allowance," which is separate from the statutory vacancy increase which an owner may charge. The tenant has the choice of whether the vacancy lease will be for a term of 1 or 2 years. For additional information see DHCR Fact Sheets #4 and 26.

**3. SECURITY DEPOSITS**

An owner may collect a security deposit no greater than one month's rent. However, if the present tenant moved into the apartment prior to the date the apartment first became rent stabilized, and the owner collected more than one month's rent as security, the owner may continue to retain a security deposit of up to two month's rent for that tenant only. When the rent is increased, the owner may charge an additional amount to bring the security deposit up to the full amount of the increased rent to which the owner is entitled.

A security deposit must be deposited in an interest bearing trust account in a banking organization in New York State The tenant has the option of applying the interest to the rent, leaving the interest in the bank or receiving the interest annually.



Initials: \_\_\_\_\_

For additional information see DHCR Fact Sheet #9.

**4. OTHER RENT INCREASES**

In addition to guidelines and statutory vacancy increases, the rent may be permanently increased based upon the following:

- (A) **New Services, New Equipment, Or Improvements Other Than Repairs - Individual Apartments** - If a new service or new equipment is added or an improvement is made, 1/40th of the cost of the new service, equipment or improvement may be added to the rent. If a new service or new equipment is added or an improvement made while the tenant is in occupancy, the owner must obtain the tenant's written consent to the increase. If a new service or new equipment is provided or an improvement made while the apartment is vacant, consent of the next tenant is not required, but such tenant may challenge the increase if it does not reflect the actual cost of the new service, new equipment or improvement. For additional information, see DHCR Fact Sheet #12.
- (B) **Major Capital Improvements ("MCI")** - An owner is permitted a rental increase for building-wide major capital improvements, such as the replacement of a boiler or new plumbing. The owner must receive approval from DHCR which will permit the owner to increase rents pro-rata by 1/84th the cost of the improvement. The owner is not required to obtain tenant consent. Tenants are served with a notice of the owner's application and have a right to challenge the MCI application on certain grounds. For additional information see DHCR Fact Sheet #11.
- (C) **Hardship** - An owner may apply to increase the rents of all rent stabilized apartments based on hardship when:
  - 1. the rents are not sufficient to enable the owner to maintain approximately the same average annual net income for a current three-year period as compared with the annual net income which prevailed on the average over the period 1968 through 1970, or for the first three years of operation if the building was completed since 1968, or for the first three years the owner owned the building if the owner cannot obtain records for the years 1968-1970; or
  - 2. where the annual gross rental income does not exceed the annual operating expenses by a sum equal to at least 5% of such gross income.

If an application for a rent increase based on a major capital improvement or hardship is granted, the owner may charge the increase during the term of an existing lease only if the lease contains a clause specifically authorizing the owner to do so.

An increase based on a major capital improvement or hardship may not exceed 6% in any 12-month period. Any increase authorized by DHCR which exceeds these annual limitations may be collected in future years.

**5. FOR VACANCY LEASES ONLY**

If this Rider is attached to a **RENEWAL LEASE**, the owner is **NOT** obligated to complete this section.

If this Rider is attached to a **VACANCY LEASE**, the owner **MUST** show how the rental amount provided for in such vacancy lease has been computed above the prior legal regulated rent by completing the following chart. The owner is not entitled to a rent which is more than the legal regulated rent. For additional information see DHCR Fact Sheet #5.

ANY INCREASE ABOVE THE PRIOR LEGAL REGULATED RENT ON THE MOST RECENT SEPTEMBER 30TH MUST BE IN ACCORDANCE WITH THE ADJUSTMENTS PERMITTED BY THE RENT GUIDELINES BOARD AND THE RENT STABILIZATION CODE.



**Status of Apartment and Last Tenant  
(Owner to Check Appropriate Box - (A), (B), (C), or (D))**

- (A) This apartment was rent stabilized when the last tenant moved out.
 

|   |  |
|---|--|
| Last Legal Regulated Rent   | \$ _____                                     |
| 1. Statutory Vacancy Increase   |  |
| (i) Increase based on <input type="checkbox"/> 1 <input type="checkbox"/> 2 year lease (_____%)   | \$ _____                                     |
| (ii) Increase based on length of time (8 years or more since last vacancy allowance or if no vacancy allowance has been taken, the number of years that the apartment has been subject to stabilization (0.6% x number of years)) | \$ _____                                     |
| (iii) Increase based on low rental amount. If applicable (a) or (b), but not both.  |  |
| (a) Prior legal regulated rent was less than \$300 - additional \$100 increase, enter 100   | \$ _____                                     |
| (b) If the prior legal regulated rent was \$100 or more but less than \$500 the sum of (i) and (ii) (1) minus (2). If less than zero, enter zero  | (1) \$ _____<br>(2) \$ _____<br>(3) \$ _____ |
|   | Amount from line (3) \$ _____                |
| 2. Vacancy allowance, if permitted by NYC Rent Guidelines Board (_____%)  | \$ _____                                     |
| 3. Guidelines Supplementary Adjustment, if permitted by NYC Rent Guidelines Board   | \$ _____                                     |
| 4. New Equipment, Service, Improvement for this apartment   | \$ _____                                     |
| 5. New Legal Regulated Rent   | \$ _____                                     |
| 6. Separate Charges or Credits:   | \$ _____                                     |
| 7. Surcharge (e.g., 421-a) as of _____  | \$ _____                                     |
| 8. Ancillary Service (e.g., garage)   | \$ _____                                     |
| 9. Other (specify) _____  | \$ _____                                     |
| 10. *New Tenant's Rent  | <b><u>\$3,300.00</u></b>                     |

\_\_\_\_\_  
(Initials)

\*If the "New Tenant's Rent" is a "preferential rent", upon renewal the owner may collect the "New Legal Regulated Rent" listed above plus all subsequent lawful adjustments.

- (B) This apartment was Rent Controlled at the time the last tenant moved out. This tenant is the first rent stabilized tenant and the rent agreed to and stated in the lease to which this Rider is attached is \$\_\_\_\_\_. The owner is entitled to charge a market rent to the first rent-stabilized tenant. The first rent charged to the first rent-stabilized tenant becomes the initial legal regulated rent for the apartment under the rent stabilization system. However, if the tenant has reason to believe that this rent exceeds a "fair market rent," the tenant may file a "Fair Market Rent Appeal" with DHCR. The owner is required to give the tenant notice, on DHCR Form RR-1, of the right to file such an appeal. The notice must be served by certified mail. A tenant only has 90 days, after such notice was mailed to the tenant by the owner by certified mail, to file an appeal. Otherwise, the rent set forth on the registration form becomes the initial legal regulated rent.
- (C) The rent for this apartment is an Initial or Restructured Rent pursuant to a Government Program.  
(Specify Program: **421-a**) **\$3,300.00**
- (D) (Other \_\_\_\_\_) \$ \_\_\_\_\_  
(Specify - for example, a market or "first" rent after renovation to an individual apartment where the outer dimensions of the apartment have been substantially altered.)

**6. RENT REGISTRATION**

**(A) Initial**

An owner must register an apartment's rent and services with DHCR within 90 days from when the apartment first becomes subject to the RSL. To complete the rent registration process, the owner must serve the tenant's copy of the registration statement upon the tenant. The tenant may challenge the correctness of the rental as stated in the registration statement within 90 days of the certified mailing to the tenant of the tenant's copy of the registration statement.

**(B) Annual**

The annual update to the initial registration must be filed with DHCR by July 31st with information as of April 1st of each year. At the time of such filing, the owner must provide each tenant with the tenant's copy. The rental amount registered annually is challengeable by the filing with DHCR of a "Tenant's Complaint of Rent Overcharge and/or Excess Security Deposit" (DHCR Form RA-89) for a period of 4 years prior to the filing of the complaint. The rental history prior to this 4 year period will not be examined. Rent charged and paid on the date at the beginning of this 4 year period is the "base date rent."

**(C) Penalties**

Failure to register shall bar an owner from applying for or collecting any rent increases until such registration has occurred, except for those rent increases which were allowable before the failure to register. However, treble damages will not be imposed against an owner who collects a rent increase, but has not registered where the overcharge results solely because of such owner's failure to file a timely or proper initial or annual registration statement. Where the owner files a late registration statement, any rent increase collected prior to the late registration



Initials: \_\_\_\_\_

that would have been lawful except for the failure to timely and properly register will not be found to be an overcharge.

**7. RENEWAL LEASES**

A tenant has a right to a renewal lease, with certain exceptions (see section 11 of this Rider, "When an Owner May Refuse to Renew a Lease").

At least 90 days and not more than 150 days before the expiration of a lease, the owner is required to notify the tenant in writing that the lease will soon expire. That notice must also offer the tenant the choice of a 1 or 2 year lease at the permissible guidelines increase. After receiving the notice, the tenant always has 60 days to accept the owner's offer, whether or not the offer is made within the above time period, or even beyond the expiration of the lease term.

Any renewal lease, except for the amount of rent and duration of its term, is required to be on the same terms and conditions as the expired lease, and a fully executed copy of the same must be provided to the tenant within 30 days from the owner's receipt of the renewal lease or renewal form signed by the tenant. If the owner does not return a copy of such fully executed Renewal Lease Form to the tenant within 30 days of receiving the signed renewal lease from the tenant, the tenant is responsible for payment of the new lease rent and may file a "Tenant's Complaint of Owner's Failure to Renew Lease and/or Failure to Furnish a Copy of a Signed Lease" (DHCR Form RA-90). DHCR shall order the owner to furnish the copy of the renewal lease or form. If the owner does not comply within 20 days of such order, the owner shall not be entitled to collect a rent guidelines increase until the lease or form is provided.

If a tenant wishes to remain in occupancy beyond the expiration of the lease, the tenant may not refuse to sign a proper renewal lease. If the tenant does refuse to sign a proper renewal lease, he or she may be subject to an eviction proceeding.

An owner may add to a renewal lease the following clauses even if such clauses were not included in the tenant's prior lease:

- (A) the rent may be adjusted by the owner on the basis of the Rent Guidelines Board or DHCR Orders;
- (B) if the owner or the lease grants permission to sublet or assign, the owner may charge a vacancy allowance for a subtenant or assignee, provided the prime lease is a renewal lease. However, this sublet vacancy allowance may be charged even if such clause is not added to the renewal lease. (Subletting is discussed in section 10 of this Rider);
- (C) (1) if the building in which the apartment is located is receiving tax benefits pursuant to Section 421-a of the Real Property Tax Law, a clause may be added providing for an annual or other periodic rent increase over the initial rent at an average rate of not more than 2.2% of the amount of such initial rent per annum not to exceed nine 2.2 percent increases. Such charge shall not become part of the legal regulated rent; however, the cumulative 2.2 percent increases charged prior to the termination of tax benefits may continue to be collected as a separate charge;
- (2) provisions for rent increases if authorized under Section 423 of the Real Property Tax Law, a clause may be added to provide for an annual or other periodic rent increase over the legal regulated rent if authorized by Section 423 of the Real Property Tax Law;
- (D) if the Attorney General, pursuant to Section 352-eeee of the General Business Law, has accepted filing an Eviction Plan to convert the building to cooperative or condominium ownership, a clause may be added providing that the lease may be canceled upon expiration of a 3 year period after the Plan is declared effective. (The owner must give the tenant at least 90 days notice that the 3 year period has expired or will be expiring.)
- (E) if a proceeding based on an Owner's Petition for Decontrol ("OPD") is pending, a clause may be added providing that the lease will no longer be in effect as of 60 days from the issuance of a DHCR Decontrol Order, or if a Petition for Administrative Review ("PAR") is filed against such order, 60 days from the issuance of a DHCR order dismissing or denying the PAR, (see section 17 of this Rider, "Renewal Leases Offered During Pendency of High Income Deregulation Proceedings").

**8. RENEWAL LEASE SUCCESSION RIGHTS**

In the event that the tenant has permanently vacated the apartment at the time of the renewal lease offer, family members who have lived with the tenant in the apartment as a primary residence for at least two years immediately prior to such permanent vacating (one year for family members who are senior citizens and disabled persons), or from the inception of the tenancy or commencement of the relationship, if for less than such periods, are entitled to a renewal lease.

"Family Member" includes the husband, wife, son, daughter, stepson, stepdaughter, father, mother, stepfather, stepmother, brother, sister, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law or daughter-in-law of the tenant.

"Family Member" may also include any other person living with the tenant in the apartment as a primary residence who can prove emotional and financial commitment and interdependence between such person and the tenant. Examples of evidence which is considered in determining whether such emotional and financial commitment and interdependence existed are set forth in the Rent Stabilization Code. Renewal lease succession rights are also discussed in detail in DHCR Fact Sheet #30.

**9. SERVICES**

Except for complaints relating to heat, hot water, or other conditions requiring emergency repairs, prior written notification to the owner or managing agent of a service complaint is required. Application for a rent reduction may only be filed between 10 and 60 days after such notification, and a copy of the notification and proof of mailing and delivery must be attached to the application. Applications based on a lack of heat or hot water must be accompanied by a report from the appropriate city agency.

Certain conditions, examples of which are set forth in the Code, which have only a minimal impact on tenants, do not affect the use and enjoyment of the premises, and may exist despite regular maintenance of services. These conditions do not rise to the level of a failure to maintain required services. The passage of time during which a disputed service was not provided without complaint may be considered in determining whether a condition is de minimis. For this purpose, the passage of 4 years or more will be considered presumptive evidence that the condition is de minimis.

The amount of any rent reduction ordered by DHCR shall be reduced by any credit, abatement or offset in rent which the tenant has received pursuant to Sec. 235-b of the Real Property Law ("Warranty of Habitability") that relates to one or more conditions covered by the DHCR Order. For additional information see DHCR Fact Sheets #3 and 14.

**10. SUBLETTING AND ASSIGNMENT**



Initials: \_\_\_\_\_

A tenant has the right to sublet his/her apartment, even if subletting is prohibited in the lease, provided that the tenant complies strictly with the provisions of Real Property Law Section 226-b. Tenants who do not comply with these requirements may be subject to eviction proceedings. Compliance with Section 226-b is not determined by DHCR, but by a court of competent jurisdiction. If a tenant in occupancy under a renewal lease sublets his/her apartment, the owner may charge the tenant, the sublet allowance provided by the NYC Rent Guidelines Board. This charge may be passed on to the sub-tenant. However, upon termination of the sublease, the Legal Regulated Rent shall revert to the Legal Regulated Rent without the sublet allowance. The rent increase is the allowance provided by the NYC Rent Guidelines Board available when the tenant's renewal lease commenced, and it takes effect when the subletting takes place. If a tenant in occupancy under a vacancy lease sublets, the owner is not entitled to any rent increase during the subletting.

A tenant who sublets his/her apartment is entitled to charge the subtenant the rent permitted under the Rent Stabilization Law, and may charge a 10% surcharge payable to the tenant only if the apartment sublet is fully furnished with the tenant's furniture. Where the tenant charges the subtenant any additional rent above such surcharge and sublet allowance, if applicable, the tenant shall be required to pay to the subtenant a penalty of three times the rent over-charge, and may also be required to pay interest and attorney's fees. The tenant may also be subject to an eviction proceeding.

**Assignment of Leases**

In an assignment, a tenant transfers the entire remainder of her or her lease to another person (the assignee), and gives up all of his/her rights to reoccupy the apartment.

Pursuant to the provisions of Real Property Law Section 226-b, a tenant may not assign his/her lease without the written consent of the owner, unless the lease expressly provides otherwise. If the owner consents to the assignment of the lease, the owner may charge the assignee, as a vacancy allowance, the rent the owner could have charged had the renewal lease been a vacancy lease. Such vacancy allowance shall remain part of the Legal Regulated Rent for any subsequent renewal lease. The rent increase is the vacancy allowance available when the tenant's renewal lease commenced and it takes effect when the assignment takes place.

An owner is not required to have reasonable grounds to refuse to consent to the assignment. However, if the owner unreasonably refuses consent, the owner must release the tenant from the remainder of the lease, if the tenant, upon 30 days notice to the owner, requests to be released.

If the owner refuses to consent to an assignment and does have reasonable grounds for withholding consent, the tenant cannot assign and the owner is not required to release the tenant from the lease. For additional information see DHCR Fact Sheet #7.

**11. WHEN AN OWNER MAY REFUSE TO RENEW A LEASE**

As long as a tenant pays the lawful rent to which the owner is entitled, the tenant, except for the specific instances noted, is entitled to remain in the apartment. An owner may not harass a tenant by engaging in an intentional course of conduct intended to make the tenant move from his/her apartment.

**Without DHCR consent**, the owner may refuse to renew a lease and bring an eviction action in Civil Court at the expiration of the lease on any of the following grounds:

- (A) the tenant refuses to sign a proper renewal lease offered by the owner;
- (B) the owner seeks the apartment in good faith for personal use or for the personal use of members of the owner's immediate family;
- (C) the building is owned by a hospital, convent, monastery, asylum, public institution, college, school, dormitory or any other institution operated exclusively for charitable or educational purposes and the institution requires the apartment for residential or nonresidential use pursuant to its charitable or educational purposes; or
- (D) the tenant does not occupy the apartment as his/her primary residence. The owner must notify the tenant in writing at least 90 days and not more than 150 days prior to the expiration of the lease of the owner's intention not to renew the lease.

**With DHCR consent**, the owner may refuse to renew a lease upon any of the following grounds:

- (A) the owner seeks in good faith to recover possession of the apartment for the purpose of demolishing the building or constructing a new building; or
- (B) the owner requires the apartment or the land for the owner's own use in connection with a business the owner owns and operates.

A tenant will be served with a copy of the owner's application and has a right to object. If the owner's application is granted, the owner may bring an eviction action in Civil Court.

**12. EVICTION WHILE THE LEASE IS IN EFFECT**

The owner may bring an action in Civil Court to evict a tenant during the term of the lease because a tenant:

- (A) does not pay rent;
- (B) is violating a substantial obligation of the tenancy;
- (C) is committing or permitting a nuisance;
- (D) is illegally using or occupying the apartment;
- (E) has unreasonably refused the owner access to the apartment for the purpose of making necessary repairs or improvements required by law or authorized by DHCR, or for the purpose of inspection or showing. The tenant must be given at least five (5) days notice of any such inspection or showing, to be arranged at the mutual convenience of the tenant and owner, so to enable the tenant to be present at the inspection or showing. A tenant cannot be required to permit access for inspection or showing if such requirement would be contrary to the lease; or
- (F) is occupying an apartment located in a cooperative or condominium pursuant to an Eviction Plan. (See subdivision (D) of section 7 of this Rider, "Renewal Leases.") A non-purchasing tenant pursuant to a Non-Eviction Plan may not be evicted, except on the grounds set forth in (A) - (E) above.

Tenants are cautioned that causing violations of health, safety, or sanitation standards of housing maintenance laws, or permitting such violations by a member of the family or of the household or by a guest, may be the basis for a court action by the owner.

**13. COOPERATIVE AND CONDOMINIUM CONVERSION**

Tenants who do not purchase their apartments under a Non-Eviction Conversion Plan continue to be protected by Rent



Stabilization. Conversions are regulated by the New York State Attorney General. Any cooperative or condominium conversion plan accepted for filing by the New York State Attorney General's Office will include specific information about tenant rights and protections. An informational booklet about the general subject of conversion is available from the New York State Attorney General's Office. A Senior Citizen or a Disabled Person in a building which is being converted to cooperative or condominium ownership pursuant to an Eviction Plan is eligible for exemption from the requirement to purchase his/her apartment to remain in occupancy. This exemption is available to Senior Citizens, or to Disabled Persons with impairments expected to be permanent, which prevent them from engaging in any substantial employment. A Conversion Plan accepted for filing by the New York State Attorney General's office must contain specific information regarding this exemption.

**14. SENIOR CITIZENS RENT INCREASE EXEMPTION PROGRAM**

This program is administered by the New York City Department for the Aging. Tenants or their spouses who are 62 years of age, or older, and whose annual "net" household income does not exceed the established income level may qualify for an exemption from Guidelines rent increases, hardship rent increases, and major capital improvement rent increases. This exemption will only be for that portion of the increase which causes the tenant's rent to exceed one third of the "net" household income, and is not available for increases based on new services or equipment within the apartment. To ascertain the amount of the net household income limitation, contact the New York City Department for the Aging.

When a Senior Citizen is granted a rent increase exemption, the owner may obtain a real estate tax credit from New York City equal to the amount of the tenant's exemption. Notwithstanding any of the above, a Senior Citizen who receives a rent increase exemption is still required to pay a full month's rent as a security deposit. For additional information see DHCR Fact Sheet #21.

**15. SPECIAL CASES AND EXCEPTIONS**

Some special rules relating to stabilized rents and required services may apply to newly constructed buildings which receive tax abatement or exemption, and to buildings rehabilitated under certain New York City, New York State, or federal financing or mortgage insurance programs. The rules mentioned in this Rider do not necessarily apply to rent stabilized apartments located in hotels. A separate Hotel Rights Notice informing permanent hotel tenants and owners of their basic rights and responsibilities under the Rent Stabilization Law is available from DHCR.

**16. HIGH INCOME RENT DEREGULATION**

Upon the issuance of an Order by DHCR, apartments which: (1) are occupied by persons who have a total annual income in excess of \$175,000 per annum for each of the two preceding calendar years and (2) have a legal regulated rent of \$2,000 or more per month, shall no longer be subject to rent regulation ("High Income Rent Deregulation"). The Rent Stabilization Law permits an owner to file a Petition for High Income Rent Deregulation on an annual basis. As part of the process, the tenant will be required to identify all persons who occupy the apartment as their primary residence on other than a temporary basis, excluding bona fide employees of the tenant(s) and sub-tenants, and certify whether the total annual income was in excess of \$175,000 in each of the preceding calendar years. If the tenant fails to provide the requested information to DHCR, an order of deregulation will be issued. If the tenant provides the requested information and certifies that the total annual income was not in excess of \$175,000, the NYS Department of Taxation and Finance will review whether the apartment is occupied by persons who have a total annual income in excess of \$175,000 in each of the two preceding calendar years.

**17. RENEWAL LEASES OFFERED DURING PENDENCY OF HIGH INCOME DEREGULATION PROCEEDINGS**

Where a High Income Deregulation Proceeding is pending before DHCR and the owner is required to offer a renewal lease to the tenant, a separate rider may be attached to and served with the Rent Stabilization Law "Renewal Lease Form" (RTP-8). If so attached and served, it shall become part of and modify the Notice and Renewal Lease. The text of the rider is set forth below and may not be modified or altered without approval of DHCR.

**NOTICE TO TENANT:**

Pursuant to Section 5-a of the Emergency Tenant Protection Act, or Section 26-504.3 of the Rent Stabilization Law, the owner has commenced a proceeding before DHCR for deregulation of your apartment by filing a Petition by Owner for High Income Rent Deregulation on \_\_\_\_\_ (Date).

That proceeding is now pending before DHCR. If DHCR grants the petition for deregulation, this renewal lease shall be cancelled and shall terminate after 60 days from the date of issuance of an order granting such petition. In the event that you file a Petition for Administrative Review (PAR) the order of deregulation, or if you have already filed such PAR and it is pending before DHCR at the time you receive this Notice, and the PAR is subsequently dismissed or denied, this renewal lease shall be cancelled and shall terminate after 60 days from the issuance by DHCR of an order dismissing or denying the PAR.

Upon such termination of this renewal lease, the liability of the parties for the further performance of the terms, covenants and conditions of this renewal lease shall immediately cease.



Initials: \_\_\_\_\_

**Appendix**

Some agencies that can provide assistance

New York State Division of Housing and Community Renewal (DHCR)

DHCR is a State agency empowered to administer and enforce the Rent Stabilization Law and Rent Control Law. Tenants should contact DHCR Public Information Offices listed below for assistance.

**Queens**

92-31 Union Hall Street  
Jamaica, NY 11433  
(718) 739-6400

**Lower Manhattan** (South side of 110th Street and below)

25 Beaver Street  
New York, NY 10004  
(212) 480-6700

**Upper Manhattan** (North side of 110th Street and above)

163 West 125th Street  
New York, NY 10027  
(212) 961-8930

**Bronx**

1 Fordham Place  
Bronx, NY 10458  
(718) 563-5678

**Brooklyn**

55 Hanson Place, 7th Floor  
Brooklyn, NY 11201  
(718) 722-4778

**Staten Island**

60 Bay Street, 7th Floor  
Staten Island, NY 10301  
(718) 816-0277

**Attorney General of the State of New York**

120 Broadway, New York, NY 10271

**Consumer Frauds and Protection Bureau** - (212) 416-8345

- investigates and enjoins illegal or fraudulent business practices, including the overcharging of rent and mishandling of rent security deposits by owners.

**Real Estate Financing Bureau** - (212) 416-8121

- administers and enforces the laws governing cooperative and condominium conversion. Investigates complaints from tenants in buildings undergoing cooperative or condominium conversion concerning allegations of improper disclosure, harassment, and misleading information.

**New York City Department of Housing Preservation and Development (HPD)**

Division of Code Enforcement

Principal Office

100 Gold Street Street

New York, NY 10038

(212) 240-7349

- enforcement of housing maintenance standards.

**New York City Central Complaint Bureau**

215 West 125th Street, New York, NY 10038 - (212) 824-4328

- receives telephone complaints relating to physical maintenance, health, safety and sanitation standards, including emergency heat and hot water service. The service is available 24 hours per day. However, complaints as to emergency heat service are received only between October 1st and May 31st of each year.

**New York City Rent Guidelines Board (RGB)**

51 Chambers Street, Room 202, New York, NY 10007 - (212)385-2934

- promulgates annual percentage of rent increases for rent stabilized apartments and provides information on guidelines orders.

**New York City Department for the Aging**

SCRIE Division

2 Lafayette Street, 6th Floor, New York, NY 10007 - (212) 442-1000

- administers the Senior Citizen Rent Increase Exemption program.

**Mayor's Office for People with Disabilities**

100 Gold Street, 2nd Floor, New York, NY 10038 - Tel: 212-788-2830

Copies of New York State and New York City rent laws are available in the business section of some public libraries. A person should call or write to a public library to determine the exact library which has such legal material.





**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:** 221 Schermerhorn Street #Test, Brooklyn, NY 11217

\_\_\_\_\_  
Fred Flintstone (Tenant)

\_\_\_\_\_  
Date

RETURN THIS FORM TO:  
230 Livingston Owner LLC  
221 Schermerhorn Street  
Brooklyn, NY 11217

**FOR FURTHER INFORMATION CALL:**  
**Window Falls Prevention Program (212) 676-2162**



Initials: \_\_\_\_\_



**AVISO PARA LOS INQUILINOS  
O PARA LOS OCUPANTES**

Usted está obligado por ley a hacer instalar rajas en todas las ventansa\* si en su apartamento vive un niño de 10 años de edad o menor. *Su casero está obligado por ley a instalar rajas en las ventanas de su apartamento si un niño de 10 años de edad o menor vive en su apartamento;*

O SI

Usted le solicita en cualquier oportunidad que instales rajas en las ventanas (no necesita dar una explicación).

*Constituye una infracción a la ley negarse, interferir con la instalación, o retirar las rajas de las ventanas cuando se requiere tenerlas, o dejar de llenar y devolver este formulario a su casero. Si este formulario no es devuelto oportunamente, el casero procederá a realizar una inspección.*

**MARQUE EL QUE CORRESPONDA:**

- NIÑOS 10 AÑOS DE EDAD O MENORES VIVEN EN MI APARTAMENTO
- NINGÚN NIÑO DE 10 AÑOS DE EDAD O MENOR VIVE EN MI APARTAMENTO
- DESEO QUE SE INSTALEN REJAS EN LAS VENATANAS PERO NO TENGO NIÑOS DE 10 AÑOS DE EDAD O MENORES

Dirección/Número del apartamento: **221 Schermerhorn Street #Test, Brooklyn, NY 11217**

Fecha: **October 25, 2010**

\_\_\_\_\_  
Fred Flintstone

\_\_\_\_\_  
Fecha

ENVIE ESTA FORMA A:  
230 Livingston Owner LLC  
221 Schermerhorn Street  
Brooklyn, NY 11217

**PARA PEDIR MÁS INFORMACIÓN DIRÍJASE AL:  
Programa de Prevención de Caidas desde Ventanas  
Teléfono: 212-676-2158**

\*Con excepción de las ventanas que den acceso a las salidas de incendios o a una ventana del primer piso que constituyan un medio obligatorio de salida de la vivienda.



Initials: \_\_\_\_\_

BUILDING: **221 Schermerhorn Street**  
TENANT(S): **Fred Flintstone**

APARTMENT **Test**  
DATE OF LEASE: **October 25, 2010**

### FIRE SAFETY ACKNOWLEDGEMENT FORM

I/we hereby acknowledge receipt of the attached fire safety plan in connection with my/our renting of Apartment **Test** at the premises known as **The Addison, 221 Schermerhorn Street, Brooklyn, NY 11217**, pursuant to a lease dated **October 25, 2010** and acknowledge that there is a working dual smoke detector/carbon monoxide unit in my apartment.

READ, AGREED AND ACCEPTED

\_\_\_\_\_  
Fred Flintstone (Tenant)

\_\_\_\_\_  
Date

SAMPLE



BUILDING: **221 Schermerhorn Street**  
TENANT(S): **Fred Flintstone**

APARTMENT **Test**  
DATE OF LEASE: **October 25, 2010**

### THIRD PARTY PAYMENT

230 Livingston Owner LLC  
221 Schermerhorn Street  
Brooklyn, NY 11217

To Whom This May Concern:

I understand and agree that the acceptance of checks issued by a third party, 1 month's rent and/or 1 month's security deposit issued by TBD on my behalf, is an accommodation. I understand that acceptance of these checks does not grant tenancy rights to TBD.

I further understand rental payments can only be accepted from the tenant of record and these checks were accepted without prejudice.

Apartment: **Test**

Date: **October 25, 2010**

**230 Livingston Owner LLC**

\_\_\_\_\_  
Fred Flintstone (*Tenant*)

\_\_\_\_\_  
*Date*

\_\_\_\_\_  
(*Landlord*)

\_\_\_\_\_  
*Date*



**ADDITIONAL CLAUSES ATTACHED TO AND FORMING A PART OF THE LEASE DATED OCTOBER 25, 2010 BETWEEN 230 LIVINGSTON OWNER LLC (LANDLORD) AND FRED FLINTSTONE (TENANT) REGARDING APARTMENT TEST IN THE PREMISES LOCATED AT 221 SCHERMERHORN STREET, BROOKLYN, NY 11217. 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.**

**DOG RIDER**

Except as provided in this Rider, no pets may be harbored in the Apartment. Owner permits Tenant to harbor only the following dog (hereinafter referred to as the "dog") in the Apartment and only on the condition that Tenant fully complies with the following rules, terms and conditions:

| <b>Description of Dog</b> <i>(This information must be filled out by the Tenant)</i> |                |                            |
|--|----------------|----------------------------|
| <b>Dog's Name:</b>   | <b>Breed:</b>  | <b>Age:</b>                |
| <b>Color:</b>  | <b>Weight:</b> | <b>NY State License #:</b> |

**TERMS AND CONDITIONS:**

**1. Rules**

- a. The dog must not be a nuisance or cause a disturbance to the Owner, Owner's property, other tenants of the building or guests or invitees entering the building. Excessive barking as determined by Owner shall be considered a nuisance or disturbance.
- b. The dog must be accompanied by a person at all times outside of the apartment. The dog is not permitted in the Health Club, Health Club adjuncts, lounges, roof deck, laundry rooms, or any other public area of the Building except for the hallways of Tenant's floor, elevators, stairwells and lobby when being transported in or out of the Building. Tenant shall carry the dog or maintain dog on a leash of not more than six (6) feet, whenever the dog leaves the Apartment and enters any public/common area of the Building. Owner may require tenant to muzzle dog in the public areas in and around the building.
- c. Under no circumstances may Tenant harbor any dog other than, in lieu of, or in replacement of the dog specifically described above.
- d. Under no circumstances may Tenant harbor more than one (1) dog in the Apartment at any time.
- e. No dog weighing more than **45 pounds** shall be permitted on Building property. Tenant represents that the dog weighs no more than **45 pounds**, is of a breed which will not weigh more than **45 pounds** at full maturity, is peaceful in nature, will not present a nuisance, threat or danger to other tenants or their dogs, and has no history of being a threat or danger to other people or animals and has never to tenants knowledge caused serious harm to any person.
- f. Notwithstanding the above, permission is not given to harbor dogs of the **Rottweiler, American pit-bull, Pit-bull Terrier, Pit-bull, German Shepherd, and Doberman Pinscher variety, mixed or pedigreed, or any breed (in Owner's sole discretion) with an aggressive nature** shall not be kept in the Apartment for any period of time.
- g. The dog must be housebroken. The dog must never be allowed to urinate or defecate in landscaped areas, planters, within the Building or on any other Building property.
- h. Should the dog reach an age where the dog cannot control his bodily functions, owner may require tenant to cause the dogs removal from the building.
- i. The dog must be licensed by the New York City Department of Health, have appropriate yearly shots and be examined regularly by its veterinarian. Tenant shall provide Owner with documents evidencing licensing, shots and veterinary examinations upon request.

**2.** Tenant represents and agrees that Tenant shall fully comply with the conditions set forth in this Rider. Because of the health hazard and possible disturbance of other tenants, which arise from the unrestricted presence of dogs in the Building, Tenant is required to and agrees to adhere to all of the provisions of these rules.

**3.** Owner's consent to the harboring of the dog is limited to the dog referred to herein only (such that no additional or replacement dog may be brought into the Apartment pursuant to this Rider), and is predicated upon the specific presentations and compliance with the representations and the agreements herein by Tenant, absent which Owner would not have executed this Rider.

**4.** Tenant acknowledges, agrees, warrants and represents that a breach by Tenant, or Tenant's guests or invitees, of the terms of this Rider shall constitute a material breach of a substantial obligation of



Initials: \_\_\_\_\_

**The Addison**

the Lease, and that, upon any such breach, this permission to harbor a dog is revoked. Tenant shall promptly upon notice remove the dog being harbored in the Apartment. In the event that Tenant breaches any of the terms contained in this Pet Rider, Owner may commence legal proceedings against Tenant in order to remove the dog from the Apartment or enforce the provisions of Lease, at the Owner's option in accordance with the Default and Termination paragraphs contained in the Lease.

5. The Owner does not waive any provisions of the Lease or any of its rights or remedies at law or equity by entering into this Rider. This Rider shall be deemed to be incorporated into and is made a part of the Lease.
6. Owner reserves the right to rescind or amend any of these rules and regulations and to institute any such other rules and regulations from time to time as may be deemed necessary for the safety, care, or cleanliness of the Building and for securing the comfort and convenience of all Tenants.

**230 Livingston Owner LLC**

---

Fred Flintstone (*Tenant*)

*Date*

---

(*Landlord*)

*Date*



Initials: \_\_\_\_\_

## RENTAL AGREEMENT/LEASE ADDENDUM DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

### Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not taken care of properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, landlords must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Lessees must also receive a Federally approved pamphlet on lead poisoning prevention. **NOTE: The existence of lead on the rental property is not, by itself, cause for termination of the tenancy. (Public Law 102-550 sec. 1018(c))**

### Lessor's Disclosure

(a) Presence of lead-based paint or lead-based paint hazards:

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

(b) Records and reports available to the Lessor:

- Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.
- Lessor has provided the Resident with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

### Lessee's Acknowledgment (initial)

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

### Agent's\* Acknowledgment (initial)

(e) \_\_\_\_\_ Agent has informed the Lessor of his/her obligations under 42 U.S.C. 4852(d), and the Agent is aware of his/her responsibility to ensure compliance.

\* The term Agent is defined as any party who enters into a contract with the Lessor, including anyone who enters into a contract with a representative of the Lessor for the purpose of leasing housing. An on-site resident manager may act as the Agent if authorized to do so by either the Lessor or the property management company.

### Certification of Accuracy

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

221 Schermerhorn Street #Test, Brooklyn, NY 11217

230 Livingston Owner LLC

\_\_\_\_\_  
Fred Flintstone (Lessee)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Lessor)

\_\_\_\_\_  
Date



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

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

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

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

**CHECK ONE:**

- A child under six years of age resides in the unit
- A child under six years of age does not reside in the unit

Print occupant's name, address and apartment number:

**Fred Flintstone, 221 Schermerhorn Street #Test, Brooklyn, NY 11217.**

\_\_\_\_\_  
Fred Flintstone (Tenant) Date

(Not applicable to renewal leases) Certification by owner: I certify that I have complied with the provisions of §27-2086.8 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder related to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health and Mental Hygiene pamphlet concerning lead-based paint hazards to the occupant.

**230 Livingston Owner LLC**

\_\_\_\_\_  
(Landlord) Date

### AVISO AÑUAL PARA MEDIDAS DE PRECAUCION CON LOS PELIGROS DE PLOMO EN LA PINTURA-ENCUESTA RESPECTO AL NIÑO

Usted esta requerido por ley informarle al dueño si un niño menor de seis años de edad esta viviendo o vivirá con usted en su unidad de vivienda (apartamento). Si tal niño vive en la unidad, el dueño del edificio esta requerido hacer una inspección visual anualmente de la unidad para determinar la presencia peligrosa de plomo en la pintura. **POR ESO ES IMPORTANTE QUE USTED LE DEVUELVA ESTE AVISO AL DUEÑO O AGENTE AUTORIZADO DEL EDIFICIO PARA PROTEGER LA SALUD DE SU NIÑO.**

Si un niño menor de seis años de edad no vive en la unidad ahora, pero viene a vivir en cualquier tiempo durante el año, usted debe de informarle al dueño por escrito inmediatamente. Usted tambien debe de informarle al dueño por escrito si el niño menor de seis años de edad vive en la unidad y si usted observa que durante el año la pintura se deteriora o esta por pelarse sobre la superficie de la unidad, usted tiene que informarle al dueño inmediatamente. Usted puede solicitar que el dueño le de una copia de los archivos de la inspección visual hecha en su unidad.

Llene el formulario por favor este y vuelva una copia al dueño o su agente o representante cuando usted firma la ocupación de lease/commence de la unidad. Mantenga una copia de este formulario para su informacion. Usted debe también recibir una copia de un folleto desarrollado por el departamento de New York City de la salud y de la higiene mental que explica sobre peligros conducir-basados de la pintura cuando usted firma su ocupación de lease/commence.

**MARQUE UNO:**

- Vive un niño menor de seis años de edad en la unidad.
- No vive un niño menor de seis años de edad en la unidad.

(Esto no es aplicable para un renovamiento del contrato de alquiler.) Certificacion de dueño: Yo certifico que he cumplido con la provision de §27-2056.8 del Artículo 14 del codigo y reglas de Vivienda y Mantenimiento (Housing Maintenance Code) relacionado con mis obligaciones sobre las unidades vacante, y yo le he dado al ocupante una copia del pamfleto del Departamento de Salud y Salud Mental de la Ciudad de Nueva York sobre el peligro de plomo en pintura.

**Return this form to / Devuelva este fomulario a: 221 Schermerhorn Street, Brooklyn, NY 11217**

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS -- OWNER: COPY/OCCUPANT COPY



Initials: \_\_\_\_\_

**NOTICE TO TENANTS  
421-A RIDER TO LEASE AGREEMENT**

**LEASE DATED: OCTOBER 25, 2010**

**APARTMENT: TEST**

**OWNER: 230 LIVINGSTON OWNER LLC**

**TENANT(S): FRED FLINTSTONE**

**BUILDING: 221 SCHERMERHORN STREET, BROOKLYN, NY 11217**

**NOTICE RE: 2.2% RENT INCREASES AND EXPIRATION OF RENT STABILIZATION**

1. **RENT REGULATION.** PURSUANT TO REAL PROPERTY TAX LAW SECTION 421-A ("SECTION 421-A") AND THE RULES PROMULGATED THEREUNDER BY THE N.Y.C. DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT (THE "421-A RULES"), OWNER HAS OBTAINED REAL ESTATE TAX BENEFITS ("421-A TAX BENEFITS"). SOLELY AS A RESULT OF OBTAINING 421-A TAX BENEFITS, THE APARTMENT IS REGULATED UNDER THE RENT STABILIZATION LAW AND CODE AND CHAPTER 4 OF TITLE 26 OF THE ADMINISTRATIVE CODE OF NEW YORK CITY, ALL AS HERETOFORE AND HEREAFTER AMENDED (COLLECTIVELY, THE "RENT REGULATIONS"). UPON YOUR REQUEST, OWNER WILL MAKE AVAILABLE TO TENANT FOR REVIEW AT OWNER'S OFFICE A COPY OF THE RENT REGULATIONS.
2. **TERMINATION OF RENT REGULATION.** OWNER ESTIMATES THAT THE 421-A TAX BENEFITS FOR THE BUILDING WILL EXPIRE ON OR ABOUT \_\_\_\_\_. UPON THE EXPIRATION OF THE LEASE IN EFFECT WHEN THE 421-A TAX BENEFITS EXPIRE, THE APARTMENT WILL NO LONGER BE SUBJECT TO THE RENT REGULATIONS AND TENANT WILL THEN NOT BE ENTITLED TO A RENEWAL LEASE AND THE APARTMENT WILL NOT BE REGULATED AS TO THE AMOUNT OF RENT THAT OWNER MAY CHARGE TENANT OR ANY OTHER PERSON FOR THE APARTMENT. IF THE OWNER SHOULD ELECT TO RENEW THE LEASE AT THAT TIME, THE OWNER WILL NOT BE LEGALLY BOUND BY ANY GOVERNMENTAL RENT GUIDELINES AND MAY CHARGE AN UNREGULATED RENT.
3. **ANNUAL 2.2% RENT INCREASES.** IN ACCORDANCE WITH SECTION 421-A, THE 421-A RULES AND THE RENT REGULATIONS, BEGINNING AT THE START OF THE REAL PROPERTY TAX PHASE-IN PERIOD (THE "PHASE-IN PERIOD") OF THE 421-A BENEFITS WHICH WILL OCCUR IN THE \_\_\_\_\_ YEAR OF THE 421-A TAX BENEFITS (WHICH OWNER ESTIMATES WILL OCCUR ON OR ABOUT \_\_\_\_\_), ON ANNIVERSARY DATE OF THE INITIAL LEASE FOR THE APARTMENT THE MONTHLY RENT WILL BE INCREASED BY 2.2% OF THE MONTHLY RENT ACTUALLY CHARGED FOR THE APARTMENT AT THE COMMENCEMENT OF THE PHASE-IN PERIOD ("2.2% INCREASE"). SUCCESSIVE ADDITIONAL 2.2% INCREASES (EACH IN THE SAME AMOUNT AS THE INITIAL 2.2% INCREASE) SHALL BE ADDED TO THE MONTHLY RENT EVERY YEAR AS OF EACH THE ANNIVERSARY DATE OF THE LEASE THEREAFTER. THESE 2.2% INCREASES WILL BE IN ADDITION TO ANY OTHER INCREASES THAT MAY BE PERMITTED UNDER THE RENT REGULATIONS, BUT THE 2.2% INCREASE WILL NOT BE INCLUDED IN BASE RENT WHILE THE APARTMENT IS SUBJECT TO THE RENT REGULATIONS. PLEASE NOTE, IN THE EVENT THAT THE OWNER FAILS TO CHARGE A 2.2% INCREASE IN ANY PARTICULAR YEAR, THAT INCREASE MAY BE COLLECTED AT ANY TIME, BUT ONLY PROSPECTIVELY.
4. **TENANT'S CONFIRMATION.** BY SIGNING THIS RIDER BELOW, TENANT CONFIRMS THAT TENANT HAS RECEIVED AND READ THIS RIDER.

**230 LIVINGSTON OWNER LLC**

\_\_\_\_\_  
FRED FLINTSTONE (TENANT)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
(LANDLORD)

\_\_\_\_\_  
DATE



Initials: \_\_\_\_\_

ADDITIONAL CLAUSES attached to and forming a part of Lease dated **October 25, 2010** between **230 Livingston Owner LLC** and **Fred Flintstone** as Tenant(s), for Apartment **Test** in the premises located at **221 Schermerhorn Street, Brooklyn, NY 11217**.

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** In compliance with the Rent Stabilization Code, we are offering the Tenant the option to select a Lease for a term of one year or two years.

Please indicate below your Lease term preference:

- I wish a one-year lease.
- I wish a two-year lease.

**34. Construction** The apartment is located in a newly constructed multiple dwelling. Tenant acknowledges that the building, including but not limited to the lobby, common areas, public hallways, health club, lounge, outside deck and laundry facilities, 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 such as, but not limited to, the health club, lounge, outside deck, laundry room, storage lockers, and bicycle storage 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 has been set taking these conditions into account. Tenant's acknowledgement 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 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 above and by immediate family members of the Tenant or Tenants. So long as the Tenant(s) occupies the Apartment as his or her or 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 dependant 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 dependant 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 written 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 dependant children, shall constitute a violation of a substantial obligation of the tenancy which may lead to a termination of the lease.

**36. The New York State Division of Housing and Community Renewal (N.Y.S.D.H.C.R.)** It is agreed that where the Owner has proper cause and grounds to apply to the N.Y. State Division of Housing and Community Renewal (N.Y.S.D.H.C.R.) for relief, and where, upon proper application, either presently pending or made hereafter, the Owner is found to be entitled to an increase in rent over and above the amount set forth in this Lease, the parties agree;

- a. To be bound by the determination of the N.Y.S.D.H.C.R.
- b. That where the N.Y.S.D.H.C.R. has granted an increase in rent, the Tenant agrees to pay such increase in the manner set forth by the N.Y.S.D.H.C.R.
- c. Despite anything contained in paragraph (a) and (b), it is agreed in the event that an order is issued increasing the stabilized rent because of Owner hardship, the Tenant may, within thirty (30) days of his receipt of a copy of the order by the N.Y.S.D.H.C.R., cancel his Lease on sixty days written notice to the Owner. During said period prior to vacating the canceling Tenant may continue in occupancy at no increase in rent.
- d. That the rent provided for in this Lease may be increased or decreased retroactively to the commencement of this Lease, to conform to the lawful Rent Guidelines or any changes in the Guidelines which apply to this Lease as issued by the New York City Rent Guidelines Board.
- e. This Lease and all riders shall continue in full force and effect, and except as modified above, shall in no way be effected by this rider.

**37. Sublet Surcharge** 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 the applicable sublet surcharge under The Rent Stabilization Code. Section 2525.6 provides that upon the consent of the Owner to



a sublet or an assignment of this Lease, the legal regulated rent payable to the Owner effective upon the date of subletting or assignment may be increased by the vacancy allowance or any special sublet guideline as promulgated by the Rent Guidelines Board, if any, provided that in the case of an assignment the legal regulated rent may also be increased by the increase provided in Section 2522.8 (Rent adjustments upon vacancy in succession) prior to the application of any such vacancy allowance or special guideline increase as promulgated by the rent Guidelines Board for subletting or assignment. Such increase in the case of an assignment shall remain part of the legal regulated rent for any subsequent renewal Lease provided, however, in the case of a subletting, upon termination of the sublease, the legal regulated rent shall revert to the legal regulated rent without the sublet allowance.

**38. Major Capitol Improvement** The rent provided for in this vacancy or renewal Lease may be increased during its term pursuant to an order of the New York State Division of Housing and Community Renewal (N.Y.S.D.H.C.R.). If the Rent Guidelines Board should change the currently adopted increase levels, the Landlord and Tenant further agree that the Tenant will be responsible for paying any retroactive rent increase incurred during the Tenant's Lease term pursuant to an Order of the N.Y.S.D.H.C.R., even if the Tenant vacates the premises.

**39. Delay in Giving Possession** This paragraph replaces paragraph 6 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 fourteen 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 years 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 years of the original term without regard to any days which are only part of the initial month (For example, (a) if the beginning date in paragraph 2 is August 15, 2006 and the ending date is August 31, 2007 and the Owner is not able to allow Tenant to take possession until August 28, 2006 the ending date would remain unchanged at August 31, 2007; (b) if the beginning date in paragraph 2 is August 15, 2006 and the ending date in paragraph 2 is August 31, 2007, and the Owner is not able to allow Tenant to take possession until September 3, 2006, the ending date would be September 30, 2007; (c) if the beginning date in paragraph 2 is August 15, 2006, and the ending date in paragraph 2 is August 31, 2007, and the Owner is not able to allow Tenant to take possession until October 1, 2006, the ending date would be September 30, 2007. 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 days, then the Lease is ended. Any money paid by Tenant on account of this Lease will then be refunded promptly by Owner.

**40. Change in Rent Stabilization Law** To the extent that any change in the Rent Stabilization Law (or any other applicable law) or the Rent Stabilization Code reduces any obligation of or increases any benefit for the Owner, such change shall be deemed applicable to this Lease on the effective date of such change.

**41. Rent Stabilization Lease Rider** Tenant acknowledges receipt of the Rent Stabilization Lease Rider - a copy of which is attached hereto.

**42. Carpeting Clause** It is agreed that the Tenant will cover at least 80% of the wood floor area of the apartment with rugs or carpeting. The Tenant is also required to install at least ½ inch thick padding underneath such carpeting or rugs.

**43. 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 overdue, a late charge of \$.02 (two cents) for each dollar overdue may be charged by the Owner for each month, or fraction of each month, from its due date until paid for the purpose of defraying the expenses incurred in handling delinquent payments. The minimum fee for a late payment is **\$75.00**, for each month or fraction of each month the rent payment is late.

If an unpaid check is returned to the Owner, the Tenant will be charged **\$25.00** or such greater amount charged to Owner by its bank for the purpose of defraying the expenses incurred in handling the returned check.

**44. 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.

**45. 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).

**46. 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, fully and completely expresses the agreement between Owner and Tenant.

- 47. 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.
- 48. Waterbeds** Tenant agrees not to keep furniture which contains water or other liquid, including but not limited to "water beds" in the apartment.
- 49. Patios, Terraces, and Balconies** 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.
- 50. Employees Misconduct** In the event any employee of the Owner renders assistance in parking or delivery of an automobile or 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.
- 51. Pet Rider** It is agreed between the parties that the Tenant will not harbor a dog or any other animal in the apartment, for any reason whatsoever, without the written permission of the Owner. The harboring of a dog or any other animal constitutes a material violation of a substantial obligation of this Lease, and of the Tenant's tenancy. Tenant understands, acknowledges, and agrees that the harboring of a dog or any other animal without the Owner's permission constitutes a default of the Tenant's Lease, and that the Owner may commence summary proceedings to evict the Tenant from the apartment. Owner's permission to other Tenants in the Building to harbor dogs or any other animals does not constitute a waiver of this provision.
- If permission is given by the Owner to harbor a particular dog, this will not be construed as permission to harbor an additional dog or a different dog. This clause shall be applicable whether or not the permission is explicitly given or by reason of the New York City Pet Law.
- 52. Garbage Recycling** The Tenant agrees at his 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.
- 53. Heating and Air Conditioning and Additional Services** In addition to the other services provided by the Owner as written in this Lease and subject to all the terms and conditions of this Lease applicable to the furnishing of such other services, the Owner will install an air conditioning unit(s) in the Apartment. The Owner will maintain the equipment unless damaged by the fault or negligence of the Tenant, his guests, his servants or invitees. In consideration thereof the necessary electricity for the operating fan for distribution of warm and cool air and condenser for cool air will be on Tenant's electric meter and paid for by the Tenant. The Tenant will be responsible for the electric charges associated with both heating and air conditioning, as well as any other electric usage in the apartment. In addition electric space resistance heaters are located in some kitchens and bathrooms and will be on the Tenant's electric meter and paid for by the tenant. The Tenant will not be permitted to install any other air conditioning equipment in the Apartment nor shall Owner be responsible for any damages nor shall Tenant be entitled to an abatement of rent due to the removal for repairs if a breakdown of the equipment occurs.
- 54. Insurance** It is recommended that during the term of this Lease Agreement, the Tenant shall maintain "Renters" insurance with minimum coverage of \$300,000 per occurrence for bodily or personal injury and minimum contents limit of \$35,000 per occurrence for property damage.
- 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.
- 55. 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. The only clothes washing machine and dryers allowed in the apartment are those installed by the Owner in the Apartment.
- 56. 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 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.
- 57. 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.

**58. 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.

**59. 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.

**60. Third Party Payment** Tenant acknowledges that the Owner may not fully scrutinize and examine each check to see that the check 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 nor entitle 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.

**61. 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 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, loud speakers or similar devices in Tenant's Apartment between the hours of 10:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy any other occupant 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.

**62. Moving** Tenant can use the service elevator only to move furniture and possessions on designated days and hours that have been scheduled in advance and with prior approval from 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.

**63. Invalidity of Any Provision** If any term, 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 affected 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.

**64. Fitness Center Facility** To the extent such facilities are provided by owner during the term of this Lease, Tenant may join such Fitness Center and related facilities at an additional fee. Tenant agrees to sign any requisite liability waivers and membership application, which may be required for use of the Fitness Center and related facilities. Tenant shall be required to comply with all Rules established from time to time in connection with the Fitness Center and related facilities. If Tenant defaults in connection with any obligation of Tenant with respect to the Fitness Center and related facilities, then Tenant shall be prohibited from using the Fitness Center and related facilities. In addition, if Tenant defaults in connection with any obligation of Tenant with respect to the Fitness Center and related facilities, said default shall be deemed to be a default under this Lease and said default shall give Owner the right to terminate this Lease and to exercise any and all remedies available to Owner under this Lease, at law, or in equity, in connection with any default under this Lease. 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 fitness center and/or related facilities following the termination of this Lease and/or Tenant vacating the leased apartment.

**65. Storage** To the extent such facilities are provided by Owner, during the term of this Lease, Tenant may be provided with space for storage and shall be permitted to utilize such storage facilities during the term of this Lease. Owner makes no representation that storage space will be available, and if available that it will be available to all Tenants. If such storage space is available, Tenant's use will be pursuant to a separate License Agreement at an additional fee and the payment thereof shall be deemed to be additional rent. The applicable part of Provision 13F in the printed form of this Lease is hereby amended to conform to this Clause. Tenant shall be responsible for providing a lock for such storage unit. Owner shall bear no liability and shall be held harmless by Tenant regarding any property placed by the Tenant in such storage unit. It is expressly understood that Tenant shall bear the full risk in voluntarily electing to place any personal property in such unit. It is agreed and understood that any personal property not removed by Tenant from or on the storage unit (including the lock) within three (3) days after Tenant has vacated the apartment, shall be deemed abandoned by Tenant, such that such personal property (and the lock) may be removed and disposed of by the Owner without liability.

Owner shall have the right to eliminate the storage space assigned to Tenant, reduce the size of the storage space, relocate the storage space and limit and/or prohibit access to the storage space in connection with repairs and/or maintenance to Tenant's storage space, any other storage space or to the adjoining area(s) of



the Building. If Tenant defaults in connection with any obligation of Tenant with respect to the storage space, including, but not limited to, a default under any separate agreement signed by Tenant in connection with the storage space, then said default shall be deemed to be a default under this Lease and said default shall give Owner the right to terminate this Lease and the right to exercise any and all remedies available to Owner, under this Lease, at law, or in equity, in connection with any default under this Lease. If Owner eliminates the storage space, then Owner shall have the right to terminate Tenant's right to use the storage space by giving written notice thereof to Tenant. If Tenant's right to use the storage space is terminated or if the amount of storage space is diminished, relocated or eliminated or if Tenant's access to the storage space is limited and/or prohibited to facilitate any repairs and/or maintenance, then Owner shall not have any liability to Tenant and Tenant shall not be entitled to any compensation or diminution of abatement of rent, and said termination, diminution, relocation, limitation, prohibition or elimination shall not be deemed to constitute a constructive, actual, or partial eviction. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not have any right to use any storage space following the termination of this Lease and/or Tenant vacating the leased apartment.

**66. Bicycle Storage Facility** To the extent such facilities are provided by Owner, during the term of this Lease, Tenant may be provided with space for bicycle storage and shall be permitted to utilize such bicycle storage facility during the term of this Lease. Owner makes no representation that such bicycle storage facility will be available, and if available that it will be available to all Tenants. If such bicycle storage facility is available, Tenant's use will be pursuant to a separate License Agreement at an additional fee and the payment thereof shall be deemed to be additional rent. The applicable part of Provision 13F in the printed form of this Lease is hereby amended to conform to this Clause. Owner shall bear no liability and shall be held harmless by Tenant regarding any property placed by the Tenant in such bicycle storage facility. It is expressly understood that Tenant shall bear the full risk in voluntarily electing to place any personal property in such facility. It is agreed and understood that any personal property not removed by Tenant from or on the bicycle storage facility within three (3) days after Tenant has vacated the apartment, shall be deemed abandoned by Tenant, such that such personal property may be removed and disposed of by the Owner without liability.

Owner shall have the right to eliminate the bicycle storage space assigned to Tenant, reduce the size of the bicycle storage facility, relocate the bicycle storage facility and limit and/or prohibit access to the bicycle storage facility in connection with repairs and/or maintenance to bicycle storage facility, any other bicycle storage space or to the adjoining area(s) of the Building. If Tenant defaults in connection with any obligation of Tenant with respect to the bicycle storage facility, including, but not limited to, a default under any separate agreement signed by Tenant in connection with the bicycle storage facility, then said default shall be deemed to be a default under this Lease and said default shall give Owner the right to terminate this Lease and the right to exercise any and all remedies available to Owner, under this Lease, at law, or in equity, in connection with any default under this Lease. If Owner eliminates the bicycle storage facility, then Owner shall have the right to terminate Tenant's right to use the bicycle storage facility by giving written notice thereof to Tenant. If Tenant's right to use the bicycle storage facility is terminated or if the bicycle storage facility space is diminished, relocated or eliminated or if Tenant's access to the bicycle storage facility is limited and/or prohibited to facilitate any repairs and/or maintenance, then Owner shall not have any liability to Tenant and Tenant shall not be entitled to any compensation or diminution of abatement of rent, and said termination, diminution, relocation, limitation, prohibition or elimination shall not be deemed to constitute a constructive, actual, or partial eviction. Notwithstanding anything to the contrary contained in this Lease, Tenant shall not have any right to use any storage space following the termination of this Lease and/or Tenant vacating the leased apartment.

**67. 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.

**68. Keys and Locks** Owner may retain a pass key to the Apartment.

**69. 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): \$25.00

4:00 P.M. - 8:00 A.M. (Monday through Friday): \$50.00

4:00 P.M. Friday through 8:00 A.M. Monday \$100.00

**70. 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 of 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.

**71. 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) which shall have a value in excess of \$250.00. The Tenant further agrees that in no event shall Owner be liable in excess of the sum of \$250.00 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 in excess of \$250.00 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.

- 72. Laundry Facility** The laundry facility 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 facility, 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.
- 73. 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 agreement with respect to the application of the security deposit.
- 74. 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.
- 75. Objectionable Conduct** Notwithstanding anything contained herein above to the contrary, and in particular, Article 17(1)(b), 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 Article above. In the event the objectionable conduct is deemed by Owner to be of a continuing nature, then Owner need only serve a six (6) day termination notice based upon the allegations of objectionable conduct.
- 76. 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.
- 77. Cooking Gas** Owner will provide gas, for cooking purposes only, at no additional cost to Tenant. 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 the service.
- 78. 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.
- 79. 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 additional rent under this Lease.
- 80. 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, generate, 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.
- 81. 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 or 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.
- 82. 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.
- 83. Broker** Unless otherwise agreed to by Owner in writing, Tenant represents that no broker brought about this Lease or if a broker did, in fact bring about this Lease, Tenant has agreed with the broker to pay the broker's fee and Tenant agrees to hold Owner's harmless from any claim for commission made by any broker in connection with this Lease including without limitation the costs of defense plus reasonable attorney's fees by an attorney selected by Owner to defend it. Owner shall not be subject to any liability nor shall Tenant be entitled to any compensation or diminution or abatement of rent, nor such revocation or diminution be deemed a constructive or actual eviction.
- 84. 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 fire tower 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 fed 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 while in the public areas of the Building.
- 85. 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 not 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.

**86. Barbecuing Prohibited** Tenant agrees that he/she shall not cook or barbecue on any balconies or terraces located in the building, regardless of whether such balcony or terrace is a part of the leased premises.

**87. 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, floors, 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 or the garage at 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 property and other occupants of the Building and their respective personal property.

**88. Window Blinds Warning** Young children can STRANGLE in window blind cords and bead chain loops. They can also wrap cords around their necks and STRANGLE.

- a. Always keep cords and bead chains out of children's reach.
- b. Move cribs, playpens, and other furniture away from cords and bead chains. Children can climb furniture to get to cords.
- c. Do not tie cords together. Make sure cords do not twist together and create loop.

**89. Windows** Under no circumstances is tenant permitted to install/affix any window treatment of any kind including but not limited to blinds, curtains, valances, etc. into the window frames, mullions and/or sills in the apartment.

230 Livingston Owner LLC

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fred Flintstone (Tenant)

\_\_\_\_\_  
Date



Initials: \_\_\_\_\_

**ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED OCTOBER 25, 2010 BETWEEN 230 LIVINGSTON OWNER LLC (LANDLORD) AND FRED FLINTSTONE (TENANT) REGARDING APARTMENT TEST IN THE PREMISES LOCATED AT 221 SCHERMERHORN STREET, BROOKLYN, NY 11217. 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.**

### **BICYCLE RACK STORAGE LICENSE AGREEMENT**

WHEREAS, in a portion of the service area of the Building Bicycle Racks have been installed for use by certain tenants of the Building ("Licensed Area"); and

WHEREAS, Licensee desires the right to the exclusive use of Bicycle Rack #10 or so long as Tenant remains the Tenant under the Lease;

NOW THEREFORE, the parties hereto agree as follows:

1. Licensor hereby grants to Licensee a license ("License") for the exclusive use of bicycle rack #10 ("Designated Bicycle Rack") and Licensee hereby accepts such License from Licensor for a term commencing on the date hereof. This License shall automatically terminate on the expiration or termination of the Lease or upon 60 (sixty) days written notice from either party that they would like to terminate the Agreement.
2. Effective **November 1, 2010** Licensee shall pay a monthly license fee to Licensor in the amount of **\$15.00** ("Fee") per bicycle. The Fee due hereunder shall constitute "additional rent" under the terms of the Lease. Licensees' failure to pay the Fee when same is due and payable hereunder shall constitute a material default under the terms of the Lease. Licensor shall have the right to change the Fee upon giving not less than thirty (30) days' advance written notice to Licensee.
3. The Designated Bicycle Rack may only be used for storage of Licensee's bicycle only provided that it is used properly so that it does not pose a health or safety threat or which otherwise create a nuisance. No motorized bicycles, scooters or other emissions generating Bicycles may be stored on the Designated Bicycle Rack. No other items may be stored on the Designated Bicycle Rack. The Designated Bicycle Rack may not be used for any unlawful purpose or in any manner which is offensive or a nuisance to other Licensees or to any of the Tenants of the Building. Licensee shall not use the Designated Bicycle Rack in any way which violates the New York City Building Code, the New York City Fire Code, the New York City Health Code or any other applicable federal, state or local law, rule or regulation, or which violates any provision of Licensor's insurance policies or causes Licensor's insurance premiums to be increased. Failure to abide by this provision shall constitute a material violation of this Agreement. This Agreement is subject to all rules, regulations, house rules, Lease provisions and other policies in effect from time to time as promulgated by Licensor (collectively, the "Rules"). Failure to abide by all of the Rules shall constitute a material violation of this Agreement.
4. Licensee's privilege is personal and Licensee may not sublet or assign the Designate Bicycle Rack to any other person or entity without the prior written consent of Licensor. Failure to abide by this provision shall constitute a material violation of this Agreement.
5. Licensee shall not (a) store any property in the Licensed Area around and or near the Designated Bicycle Rack; or (b) allow any other person to use the Designated Bicycle Rack except in accordance with the terms hereof. Any items left outside the Designated Bicycle Rack will be considered abandoned and may be removed, discarded or otherwise disposed by Licensor, in its sole discretion, without notice to Licensee and at no cost to, or claim or liability against Licensor. Licensee shall be liable for any cost, claim, liability or expense related to such removal, discard or disposal by Licensor and shall be payable as "additional rent" pursuant to the terms of the Lease.
6. Under no circumstances may this License be assigned by Licensee. Any purported assignment by Licensee will be voidable at the option of Licensor and shall constitute a material default by Licensee.
7. Licensee represents that it has made a thorough inspection of the Designated Bicycle Rack and agrees to take same in its "as is" condition as of the date of this Agreement. Licensee shall throughout the term of this Agreement, take good care of, and maintain, the Designated Bicycle Rack. All repairs and replacements to the Designated Bicycle Rack as well as the Licensed Area resulting from the acts of Licensee shall be performed by Licensor and the cost thereof shall be borne by the Licensee as "additional rent" under the Lease.
8. Upon the expiration or termination of this License, Licensee shall immediately remove their Bicycle from the Designated Bicycle Rack. In the event Licensee fails to immediately remove such items, Licensor may remove such items and store same at the sole cost of the Licensee. Licensor shall not be responsible for any items lost, misplaced or damaged.
9. Neither Licensor nor their respective agents or employees shall be liable for any theft or damage to any property stored in the Licensed Areas and/or the Designated Bicycle Rack. Licensor does not have and shall not be deemed to have custody, care and/or control of the contents of the Designated Bicycle Rack. Licensee's use of the Designated Bicycle Rack is at Licensee's own risk. Licensor shall not be liable for any loss, cost, expense or damage to any person or property of the Licensee arising out of Licensee's use of the Designated Bicycle Rack or the Licensed Area, and under no circumstances shall Licensor be liable to Licensee or any others for any damage by reason of any cause whatsoever relating to the Designated Bicycle Rack or Licensee's property stored there. Licensee agrees that it is Licensee's responsibility to use his or her own lock to safeguard his or her stored goods, and that Licensee will at all times keep the Designated Bicycle Rack locked. Failure to keep the Designated Bicycle Rack locked at all times shall constitute a material breach of this Agreement.



10. Licensor and Licensee agree that no bailment relationship exists between them or is established by this Agreement, only a "licensor-licensee" relationship regarding the Designated Bicycle Rack and the Licensed Area. Licensor is not and shall not become a "bailee". Licensee acknowledges that Licensor is not engaged in the business of storing property for hire and that Licensor has not issued and will not issue any warehouse receipt, bill of lading or other document of title for property stored in the Designated Bicycle Rack.
11. Licensee acknowledges that Licensor has no obligation to and in fact will not procure or provide insurance protection for the property Licensee stores in the Designated Bicycle Rack. Licensee agrees to procure and maintain his or own insurance to protect the property stored in the Designated Bicycle Rack.
12. This Agreement shall terminate on the occurrence of the first of the following events (the "Termination Date"):
  - (i) either party having given notice of termination as provided in paragraph 1 above, as of the date set in such notice;
  - (ii) at the option of Licensor, upon Licensee's failure to pay any portion of the Fee when due, continuing for a period of thirty (30) or more days;
  - (iii) Licensee moving from the Building;
  - (iv) Licensee subletting his or her apartment in the Building;
  - (v) a material breach or violation by Licensee (or Licensee's family members, guests or agents) of any of the provisions of this Agreement or of any of the Rules, after Licensee has been given not less than five (5) days prior written notice of such breach or violation, during which time Licensee may cure;
  - (vi) Licensee using the Designated Bicycle Rack in any way which creates a fire hazard or other imminent and serious threat to the safety of the Licensed Area or of the Building or to the health, safety or welfare of any person or property, after Licensee has been given not less than two (2) days prior written notice of such breach or violation, during which time Licensee may cure; or
  - (vii) Licensee having defaulted under the Lease and all applicable grace periods having elapsed.
13. If Licensee defaults in its obligations hereunder or under the terms of the Lease, Licensor may, in addition to the rights and remedies set forth in the Lease, (i) deny access to and use of the Designated Bicycle Rack until Licensee cures such default, (ii) terminate this Agreement upon written notice to Licensee and/or (iii) take actions to cure any defaults and/or effects thereof as determined by Licensor in its sole discretion.
14. Licensor or its agents 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, to inspect and examine the Designated Bicycle Rack and to make such repairs, replacements and improvements as Licensor or its agents shall deem necessary.
15. This Agreement shall constitute a license only and shall not be construed under any circumstances to be a sale of the Designated Bicycle Rack or conveyance of title thereto. In no event shall a landlord/tenant relationship exist between the Licensor and the Licensee with respect to this Agreement.
16. Licensee shall indemnify and hold the Licensor and their respective officers, agents and employees, harmless from and against any and all liabilities, claims, penalties and judgments, together with any related costs and expenses, including reasonable legal fees, asserted against or sustained by any of them in connection with the use of the Designated Bicycle Rack by Licensee or Licensee's family, servants, employees, agents, guests and invitees.
17. Licensee shall be obligated to reimburse Licensor for any legal fees and disbursements incurred by Licensor in defending the rights of the Licensor under this Agreement or, in the event Licensee defaults under this Agreement beyond any applicable grace period, enforcing Licensee's obligations hereunder.
18. Neither this Agreement nor any provision hereof may be waived, amended, discharged or terminated except by an instrument in writing signed by the party against which the enforcement of such waiver, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.
19. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely express their agreement and that this Agreement supersedes any and all such understandings and agreements with respect to the subject matter hereof.
20. If any provision of this Agreement is invalid or unenforceable as against any party or under certain circumstances, the remainder of this Agreement and applicability of such provision to other parties or circumstances shall not be affected thereby. Each provision of this Agreement, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law.
21. Either Party shall execute, acknowledge and deliver to the other party such instruments and take such other actions, in addition to the instruments and actions specifically provided for herein, as transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
22. Any failure by the Licensor to insist upon strict performance by Licensee of any of the provisions of this Agreement shall not be deemed a waiver of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and Licensor, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Licensee of any and all of the provisions of this of this Agreement to be performed by Licensee.

**Tenants and residents use the Designated Bike Rack or Licensed Area at their own risk. Citi Habitats Marketing Group LLC and/or Rose Associates and/or 230 Livingston Owner LLC assume NO responsibility for lost, stolen or damaged personal items stored in the storage rooms.**

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

230 Livingston Owner LLC



Initials: \_\_\_\_\_

The Addison

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Fred Flintstone (*Tenant*)

*Date*

---

(*Landlord*)

*Date*



Initials: \_\_\_\_\_

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED OCTOBER 25, 2010 BETWEEN 230 LIVINGSTON OWNER LLC (LANDLORD) AND FRED FLINTSTONE (TENANT) REGARDING APARTMENT TEST IN THE PREMISES LOCATED AT 221 SCHERMERHORN STREET, BROOKLYN, NEW YORK 11217 . 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.

**RIDER TO LEASE: CONSTRUCTION**

**WHEREAS, Fred Flintstone** (hereinafter "Tenant") has requested of **230 Livingston Owner LLC** , the Owner of the premises known as and located at **The Addison, 221 Schermerhorn Street, Brooklyn, NY 11217** , (the "Premises"), that Tenant be permitted to execute a lease (hereinafter "the Lease") and enter into occupancy of the above-referenced Apartment (hereinafter "the Apartment") at the Premises; and

**WHEREAS**, Tenant has been specifically advised prior to the execution of the Lease by Tenant, that the Owner shall be engaging in on-going construction activities at the Premises, which activities shall continue during the term of the Lease, and may include, but may not be limited to, the possible need for access to the Apartment, the creation of noise, dust, debris, loss of use of portions of common areas during certain periods of time and other events normally associated with construction activities; and

**WHEREAS**, despite having been specifically advised as to the foregoing, Tenant, nonetheless, desires and has requested permission of Owner, that Tenant be permitted to execute the Lease and enter into the Premises and occupy the Apartment therein.

**NOW THEREFORE**, to induce the Owner of the Premises to grant Tenant's request for permission to be allowed execute the Lease and enter into occupancy of the Apartment:

**Tenant hereby:**

- (A) assumes all the risks and hazards attendant upon Tenant's execution of the Lease and entry on and presence at the Premises and
- (B) releases the agent to the Owner, the Owner, the Construction Manager and any of their agents, employees, contractors or representatives from and against any and all causes of actions, claims, rights, demands, suits, damages and judgments which Tenant or any person on the Premises under the permission may suffer or sustain arising out of or in connection with his/her/their presence on or about the Premises or the Apartment and Tenant's obligations under the Lease, including, but not limited to, the payment of the rent recited therein when said rent is due and
- (C) agrees that Tenant having accepted the risk of occupancy during said period of construction and having been fully apprised of such prior to executing this lease and/or entering into occupancy of the Apartment, shall not assert nor be entitled to assert that the occurrence of such construction activities breaches any warranties to tenant or warrants an abatement in tenant's rent, and
- (D) agrees to indemnify and hold harmless the agent to the Owner, the Owner, the Construction Manager and any of their agents, employees, contractors or representatives of, from and/or against, any and/or all loss, costs, claims, suits, damages and judgments arising out of or in connection with his/her/their presence on or about the Premises or the Apartment and
- (E) agrees to provide access to the premises, on reasonable prior notice, when such is requested by Owner.

Tenant understands that Owner has specifically relied upon the representations made by Tenant herein in determining to enter into the lease with Tenant. Tenant understands that Tenant's representations have served as a special inducement to Owner to execute the Lease with Tenant, such that absent Tenant's representations and inducement to Owner and Owner's specific reliance thereon, Owner would neither have offered the Lease to the Apartment to Tenant nor executed the Lease to the Apartment with Tenant. Accordingly, Tenant's breach of any of the foregoing shall constitute a material misrepresentation which may, among other remedies, entitle Owner to rescind this Lease. Tenant has made the above-described request and has executed this Agreement and the Lease freely, voluntarily and knowingly.

This Rider shall be deemed to have been jointly drafted by both parties in order to avoid any negative inference against the preparer thereof. The parties hereto have caused this Rider to be executed as of the day and year recited below as the date signed by Landlord.

**230 Livingston Owner LLC**

\_\_\_\_\_  
(Landlord)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Fred Flintstone (Tenant)

\_\_\_\_\_  
Date



Initials: \_\_\_\_\_

The Addison

1. Mailing address of landlord:  
(complete only if owner is making demand)  
Name: \_\_\_\_\_  
Tel. No. \_\_\_\_\_

2. Mailing address of tenant:  
Name: \_\_\_\_\_, Apt: \_\_\_\_\_  
Address: \_\_\_\_\_  
Borough & Zip Code: \_\_\_\_\_, NY

(Managing Agent, Natural person only, registered with  
the Office of Code Enforcement)

Business Address:

\_\_\_\_\_

Borough & Zip Code: \_\_\_\_\_, NY

SAMPLE



Initials: \_\_\_\_\_

## EARLY TERMINATION RIDER TO LEASE

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

The Tenant's right to an early termination of the Lease pursuant to this Rider to Lease shall be effective only through the expiration of the initial lease term. Tenant acknowledges that this right to an early termination of the Lease is provided as an accommodation to Tenant, and Tenant understand that it is not entitled to an extension of this right past the date of termination of the initial lease term and shall not seek by any method to include such right of early termination in any renewals subsequent to the initial lease term.

1. The Lease may be terminated anytime after **October 31, 2011** upon written notice sent to Landlord by certified or registered mail, said notice to be effective on the first day following the notification period. The "notification period" shall be defined as the time from the sending of the notice through and including the last day of the calendar month in which the notice is sent, plus two additional full calendar months. Included with written notice shall be a certified check, teller's check or money order pre-paying all rent, additional rent and any other charges that may come due during the notification period. In the event the payment actually made by Tenant includes all base rent for the notification period, but does not include additional rent and other charges, Landlord shall within five business days after the actual receipt of the payment send a notice to Tenant of what additional rent and other charges were not included in the payment. If within fourteen days of Landlord's actual receipt of the original payment, Tenant pays such additional rent and other charges by certified check, teller's check or money order, Tenant shall be deemed to have made such payment with the original sending of the Tenant's notice to terminate the Lease.
2. Tenant agrees to make the unit available to be viewed by other potential residents immediately after the termination notice has been originally submitted and continuously, at all reasonable times during the notification period.
3. The security deposit will be returned to Tenant after he or she has vacated the apartment, left it empty of all occupants, and broom clean, and an inspection of the premises by the building's management has been processed.
4. The above amounts do not take into consideration any unusual damages in the apartment, such as broken flooring, dark painting colors, broken appliances, wallpaper coverings and the like; said damages chargeable to Tenant at cost, plus 15% as a liquidated amount representing Landlord's administrative expense with regard to such damages, with no profit added.
5. In the event that Tenant defaults in any of the above provisions, Tenant shall be liable to Landlord for any and all attorney fees and court costs required for the execution of same.
6. During the term of this Agreement, Landlord does not waive any of its rights under the terms and provisions of the above-mentioned Lease. Tenant agrees to honor all of their obligations under said Lease during the notification period as well.
7. If tenant elects to sub-lease unit pursuant to the lease this termination rider is null and void.
8. It is specifically understood and agreed by and between the parties that this Termination Agreement is the result of negotiations between the parties, such that both parties shall be deemed to have drawn these documents in order to avoid any negative inference by any court as against the preparer of the document.
9. The Landlord and the Tenant agree that early termination by the Tenant of the Lease would give rise to damages to the Landlord that are impossible to calculate ahead of time. Further, the Landlord and the Tenant agree that the damages to The Landlord are greater if the Tenant gives less notice to the Landlord than they otherwise would be. The Landlord and the Tenant therefore agree that the following amounts shall be liquidated damages to which the Landlord is entitled in the event of the following named events:
  - a. If the Lease is terminated with a notice to Landlord that is less than 60 days, then Landlord's liquidated damages shall be equal to **one (1) months rent** at the agreed amount of **\$3,300.00**.
  - b. If the Lease is terminated with a notice to Landlord that is less than 30 days, then Landlord's liquidated damages shall be equal to **two (2) months rent** at the agreed amount of **\$6,600.00**.

This Rider shall be deemed to be incorporated into and is made a part of the Lease between the parties regarding the renting of The Apartment at The Subject Building.



IN WITNESS WHEREOF, the parties hereto have executed this Rider to the Lease Agreement on October 25, 2010.

**Witnesses**

**BY: 230 LIVINGSTON OWNER LLC**

\_\_\_\_\_  
*(Witness)* *Date*

\_\_\_\_\_  
*(Landlord)* *Date*

\_\_\_\_\_  
*(Witness)* *Date*

\_\_\_\_\_  
Fred Flintstone *(Tenant)* *Date*

\_\_\_\_\_  
*(Witness)* *Date*

**ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED OCTOBER 25, 2010 BETWEEN 230 LIVINGSTON OWNER LLC (LANDLORD) AND FRED FLINTSTONE (TENANT) REGARDING APARTMENT TEST IN THE PREMISES LOCATED AT 221 SCHERMERHORN STREET, BROOKLYN, NY 11217. 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.**

**INSURENT LEASE GUARANTEE PROGRAM**

1. Tenant has applied for a Lease to rent an apartment at the above-referenced premises.
2. Tenant understands that Tenant did not meet the criterion for credit-worthiness and income which Owner generally relies upon in determining whether or not to grant an application for lease. Therefore based on tenant's credit-worthiness and income this lease would not have been granted.
3. Tenant utilized the services of the Insurent Lease Guaranty Program to qualify for the Lease, and the Owner has been issued the attached Coverage Rider for the Lease.
4. Tenant understands that the coverage provided under the Coverage Rider and the underlying Lease Residual Value Policy is solely for the benefit of the Owner, and that Tenant has no right to seek any benefits from or payments under the Lease Residual Value Policy.
5. Tenant understands that this Coverage Rider will not under any circumstance relieve Tenant of the obligation to pay rent for the Apartment in accordance with the terms of this lease, and will not protect Tenant from or prevent an eviction if tenant does not pay the rent.
6. Tenant understands that Tenant obligations under the Lease remain the same, and Tenant continues to be still responsible to follow all the rules and obligations under the Lease.
7. Tenant agrees to provide the Owner evidence of the Insurent Coverage Rider or some other qualified guarantor acceptable to the Owner for any renewal at least **90** days prior to the expiration of the Lease. Such qualification will be at the sole discretion of the Owner.
8. Predicated upon the foregoing offer by Tenant, absent which Owner would not have granted Tenant's application for a Lease, Owner has granted said application to Lease the premises.

**230 Livingston Owner LLC**

\_\_\_\_\_  
Fred Flintstone (Tenant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Landlord)

\_\_\_\_\_  
Date



Initials: \_\_\_\_\_

## LEASE APPLICATION AND MOVE-IN PROCEDURES

Applications for an apartment at The Addison will not be reviewed until all requested information and documentation has been received, including a credit report, fully signed lease, prepaid rent due, and a security deposit. The signing of a lease agreement does not constitute an approval of the application.

Occupancy of the apartment will not be finalized until the application is approved. The Management Office will contact you to advise you of the approval of your application and to schedule the specific date and time of your move-in. We cannot authorize early pick-up of keys or entry to the apartment for decorating, such as carpet installation, prior to the approved move-in date.

Your tentative move-in date is subject to approval of your application. You cannot move into The Addison until you have been advised by the Management Office that your application has been approved and your move-in has been scheduled.

Contact our move-in coordinator Courtney Mosch at (212) 210-6641. For the convenience of our residents and security of **The Addison**, the following procedures will be strictly enforced **without exception**:

If the lease is approved, tenant must pick up the new keys and take possession of the apartment between the hours of **9 a.m. and 5 p.m.** on the **scheduled move-in date**, or during normal business hours thereafter by arrangement with the **move-in coordinator**. **Tenants may not pick up new keys and take possession of the apartment on evenings, weekends or holidays.**

Furthermore, moving into The Addison can only be scheduled between the hours of **9 a.m.** and **5 p.m.**, and will not be allowed on holidays. Tenants can only move in during the scheduled date and time. If the moving company is unable to arrive by **5 p.m.**, the tenant will be required to make alternate arrangements for storage and next business-day delivery, if available. It is the tenant's responsibility to advise the moving company of these procedures.

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**You have been advised that the commencement date of this lease is the date that the apartment is projected to be ready for occupancy. Since this date is a projection and represents the completion of a group of apartments, we will subsequently advise you in writing as to your specific move-in date and time. Your rent account will be credited for the difference in the number of days between your lease commencement date and scheduled move-in date. If the apartment is ready and you elect to move in prior to the lease commencement date, then you will pay rent on a daily pro rata basis for the days you are in possession of the premises prior to the lease commencement date.**

I have read, understand and agree to the above move-in procedures and policies:

---

Fred Flintstone (Tenant)

Date



Initials: \_\_\_\_\_

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

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 |
|-------------------|------------------------|
| Fred Flintstone   |                        |
|                   |                        |
|                   |                        |
|                   |                        |

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:

230 Livingston Owner LLC

\_\_\_\_\_  
Fred Flintstone (Tenant)

\_\_\_\_\_  
Date (Landlord)

\_\_\_\_\_  
Date



## RENTERS INSURANCE NOTIFICATION

To: **Fred Flintstone**

From: **The Addison** management offices

RE: Renters Insurance

Dear **Fred Flintstone**,

During your residency with **The Addison**, we recommend you take out a renter's insurance policy. Though we cannot foresee an unfortunate event that may damage your personal property, we do believe in being prepared. We will be prompt in repairing any and all damage to the building and/or its structure, however, **the owner is not responsible to repair or replace any personal property you may own**, which includes any incidental costs you may incur such as hotel costs, food costs, etc.

Please contact either the management office or the leasing office if you have any questions on obtaining renter's insurance.

Sincerely,

**The Addison**

READ, UNDERSTOOD AND AGREED.

230 Livingston Owner LLC

\_\_\_\_\_  
Fred Flintstone (Tenant)

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Landlord)

\_\_\_\_\_  
Date



**ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED OCTOBER 25, 2010 BETWEEN 230 LIVINGSTON OWNER LLC (LANDLORD) AND FRED FLINTSTONE (TENANT) REGARDING APARTMENT TEST IN THE PREMISES LOCATED AT 221 SCHERMERHORN STREET, BROOKLYN, NY 11217. 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.**

### **STORAGE LOCKER LICENSE AGREEMENT**

WHEREAS, in a portion of the Building, Storage Lockers have been installed for use by certain tenants of the Building ("Licensed Area"); and

WHEREAS, Licensee desires the right to use of a designated storage locker for so long as Tenant remains the Tenant under the Lease or unless otherwise terminated as provided herein;

NOW THEREFORE, the parties hereto agree as follows:

1. Licensors hereby grants to Licensee a license ("License") for the exclusive use of Storage Locker #10 ("Designated Storage Locker or DSL") and Licensee hereby accepts such License from Licensor for a term commencing on the date hereof. This License shall automatically terminate on the expiration or termination of the Lease or upon 60 (sixty) days written notice from either party that they would like to terminate the Agreement.
2. Effective **November 1, 2010** Licensee shall pay a monthly license fee, in advance, to Licensor in the amount of **\$65.00** ("Fee"). The Fee due hereunder shall constitute additional rent under the terms of the Lease. Licensor shall have the right to change the Fee upon giving not less than thirty (30) days' advance written notice to Licensee.
3. The DSL may be used for storage purposes provided that under no circumstances should paint, turpentine, or any other flammable or potentially hazardous material or such other material that causes fumes or odors be stored in the storage bins. Additionally, all items must be stored within the DSL proper, and no items are allowed to be stored on the metal cages or on the floors of the storage rooms. No material which poses health or safety threat or which otherwise create a nuisance may be stored therein. No food, perishables or items of a similar nature may be stored in the DSL. The DSL may not be used for any unlawful purpose or in any manner which is offensive or a nuisance to other Licensees or to any of the Tenants of the Building. Licensee shall not use the DSL in any way which violates the New York City Building Code, the New York City Fire Code, the New York City Health Code or any other applicable federal, state or local law, rule or regulation, or which violates any provision of Licensor's insurance policies or causes Licensor's insurance premiums to be increased. Failure to abide by this provision shall constitute a material violation of this Agreement. This Agreement is subject to all rules, regulations, house rules, Lease provisions and other policies in effect from time to time as promulgated by Licensor (collectively, the "Rules"). Failure to abide by all of the Rules shall constitute a material violation of this Agreement.
4. Licensee's privilege is personal and Licensee may not sublet or assign the DSL or this Agreement to any other person or entity without the prior written consent of Licensor. Failure to abide by this provision shall constitute a material violation of this Agreement.
5. Licensee shall not (a) store any property in the Licensed Area outside of the DSL; (b) allow any other person to use the DSL except in accordance with the terms hereof. Any items left outside the DSL will be considered abandoned and may be removed, discarded or otherwise disposed by Licensor, in its sole discretion, without notice to Licensee and at no cost to, or claim or liability against Licensor. Licensee shall be liable for any cost, claim, liability or expense related to such removal, discard or disposal by Licensor and shall be payable as additional rent pursuant to the terms of the Lease.
6. Licensee represents that it has made a thorough inspection of the DSL and agrees to take same in its "as is" condition as of the date of this Agreement. Licensee shall throughout the term of this Agreement take good care of and maintain the DSL. Licensor shall perform all repairs and replacements to the DSL as well as the Licensed Area resulting from the acts of Licensee and the cost thereof shall be borne by the Licensee as additional rent under the Lease.
7. This Agreement shall terminate on the occurrence of the first of the following events (the "Termination Date"):
  - (i) either party having given notice of termination as provided in paragraph 2 above, as of the date set in such notice;
  - (ii) at the option of Licensor, upon Licensee's failure to pay any portion of the Fee when due, continuing for a period of thirty (30) or more days;
  - (iii) Licensee moving from the Building;
  - (iv) Licensee subletting his or her apartment in the Building;
  - (v) a material breach or violation by Licensee (or Licensee's family members, guests or agents) of any of the provisions of this Agreement or of any of the Rules, after Licensee has been given not less than five (5) days prior written notice of such breach or violation, during which time Licensee may cure;
  - (vi) Licensee using the DSL in any way which creates a fire hazard or other imminent and serious threat to the safety of the Licensed Area or of the Building or to the health, safety or welfare of any person or property, after Licensee has been given not less than two (2) days prior written notice of such breach or violation, during which time Licensee may cure; or
  - (vii) Licensee having defaulted under the Lease and all applicable grace periods having elapsed.
8. On the Termination Date, Licensee shall remove all property from the DSL and shall return the DSL to Licensor free of all property, broom clean, and in the same condition as it was in on the date of commencement of this Agreement, reasonable wear and tear excepted. Any property not removed from the DSL by Licensee on the Termination Date shall be deemed abandoned and may be removed and disposed of by Licensor at Licensee's sole cost and expense with no liability to Licensee or others. Licensor may affix an



additional lock and hasp on the door of the DSL, thereby overriding Licensee's lock, and/or remove Licensee's lock on the door of the DSL and replace such lock with a lock belonging to Licensor, at Licensee's sole cost and expense. Any expenses incurred by Licensor for replacement of locks, removal or storage of Licensee's property, or repair of the DSL or Licensed Area shall be charged to Licensee and shall be payable as additional rent pursuant to the terms of the Lease. Any attorneys' fees and disbursements incurred as a result of legal action taken by Licensor or its agents to enforce this Agreement shall be charged to Licensee, and shall be payable as additional rent pursuant to the terms of the Lease.

9. Licensor and Licensee agree that no bailment relationship exists between them or is established by this Agreement, only a "licensor-licensee" relationship regarding the DSL and the Licensed Area. Licensor is not and shall not become a "bailee". Licensee acknowledges that Licensor is not engaged in the business of storing property for hire and that Licensor has not issued and will not issue any warehouse receipt, bill of lading or other document of title for property stored in the DSL.
10. Licensee acknowledges that Licensor has no obligation to and in fact will not procure or provide insurance protection for the property Licensee stores in the DSL. Licensee agrees to procure and maintain his or own insurance to protect the property stored in the DSL.
11. Neither Licensor nor their respective agents or employees shall be liable for any theft or damage to any property stored in the Licensed Areas and/or the DSL. Licensor does not have and shall not be deemed to have custody, care and/or control of the contents of the DSL. Licensee's use of the DSL is at Licensee's own risk. Licensor shall not be liable for any loss, cost, expense or damage to any person or property of the Licensee arising out of Licensee's use of the DSL or the Licensed Area, and under no circumstances shall Licensor be liable to Licensee or any others for any damage by reason of any cause whatsoever relating to the DSL or Licensee's property stored there. Licensee agrees that it is Licensee's responsibility to use his or her own lock to safeguard his or her stored goods, and that Licensee will at all times keep the DSL locked. Failure to keep the DSL locked at all times shall constitute a material breach of this Agreement.
12. Nothing contained herein shall be construed as limiting the rights and obligations of the parties under the Building Rules or the terms of the Lease. Any conflict between the provisions of this Agreement and the Lease shall be resolved in favor of the Lease.
13. If Licensee defaults in its obligations hereunder or under the terms of the Lease, Licensor may, in addition to the rights and remedies set forth in the Lease, (i) deny access to and use of the Designated Storage Locker until Licensee cures such default, (ii) terminate this Agreement upon written Notice to Licensee and/or (iii) take actions to cure any defaults and/or effects thereof as determined by Licensor in its sole discretion.
14. Licensor or its agents shall have the right (but not the obligation) to open the DSL in an emergency at any time, and, at other reasonable times upon prior notice to Licensee, to inspect and examine the DSL and to make such repairs, replacements and Improvements as Licensor or its agents shall deem necessary.
15. This Agreement shall constitute a license only and shall not be construed under any circumstances to be a sale of the DSL or conveyance of title thereto.
16. Licensee shall indemnify and hold the Licensor and their respective officers, Agents and employees, harmless from and against any and all liabilities, claims penalties and judgments, together with any related costs and expenses including reasonable legal fees, asserted against or sustained by any of them in connection with the use of the DSL by Licensee or Licensee's family, servants, employees, agents, guests and invitees.
17. Licensee shall be obligated to reimburse Licensor for any legal fees and disbursements incurred by Licensor in defending the rights of the Licensor under this Agreement or, in the event Licensee defaults under this Agreement beyond any applicable grace period, enforcing Licensee's obligations hereunder.
18. Neither this Agreement nor any provision hereof may be waived, amended, discharged or terminated except by an instrument in writing signed by the Party against which the enforcement of such waiver, amendment, discharge or termination is sought and then only to the extent set forth in such instrument.
19. It is understood and agreed that all understandings and agreements heretofore had between the parties hereto are merged in this Agreement, which alone fully and completely express their agreement and that this Agreement supersedes any and all such understandings and agreements with respect to the subject matter hereof.
20. If any provision of this Agreement is invalid or unenforceable as against any party or under certain circumstances, the remainder of this Agreement and the applicability of such provision to other parties or circumstances shall not be affected thereby. Each provision of this Agreement, except as otherwise herein or therein provided, shall be valid and enforced to the fullest extent permitted by Law.
21. Either party shall execute, acknowledge and deliver to the other party such instruments and take such actions, in addition to the instruments and actions specifically provided for herein, as such other party may reasonably request in order to effectuate the provisions of this Agreement or of any transaction contemplated herein or to confirm or perfect any right to be created or transferred hereunder or pursuant to any such transaction.
22. Any failure by the Licensor to insist upon strict performance by Licensee of any of the provisions hereof, irrespective of the number of violations or breaches which may occur, and Licensor, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Licensee of any and all of the provisions of this Agreement to be performed by Licensee.
23. Licensor reserves the right to limit hours of access to DSL area. Licensor's obligation under this Agreement shall be limited to providing the DSL and access thereto during such reasonable posted hours as Licensor shall from time to time establish, and Licensor shall not be required to furnish any guard, security or other services under this Agreement or otherwise.



Tenants and residents use the DSL or Licensed Area at their own risk. Citi Habitats Marketing Group LLC and/or Rose Associates and/or 230 Livingston Owner LLC assume NO responsibility for lost, stolen or damaged personal items stored in the storage rooms.

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

230 Livingston Owner LLC

---

Fred Flintstone (*Tenant*)

*Date*

(*Landlord*)

*Date*



Initials: \_\_\_\_\_

**ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED OCTOBER 25, 2010 BETWEEN 230 LIVINGSTON OWNER LLC (LANDLORD) AND FRED FLINTSTONE (TENANT) REGARDING APARTMENT TEST IN THE PREMISES LOCATED AT 221 SCHERMERHORN STREET, BROOKLYN, NY 11217. 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.**

**TEMPORARY RENT CONCESSION RIDER**

1. The parties agree that the legal regulated rent for the subject apartment is **\$3,300.00** (base rent) per month, (see attached Rider titled "Notice to Tenants" as well as attached lease for additional rent surcharges), as set forth in the Lease dated **October 25, 2010** (hereinafter the "Lease"); and
2. During the entirety of said Lease term, which expires on **October 31, 2011**, subject to any lawful adjustments, the legal regulated rent shall remain **\$3,300.00** (base rent) per month, (see attached Rider titled "Notice to Tenants" as well as attached lease for additional rent surcharges), Owner has agreed to a one-time concession of **\$100.00** to be given during the **1st** month of tenancy. If said one-time concession exceeds the monthly rent for any given month, then the remainder will apply during the subsequent months as specified in the attached Rider titled "Notice to Tenants".
3. Said temporary concession is neither intended as a permanent rent reduction, nor is it intended as a preference to govern throughout Tenant's tenancy.
4. It is acknowledged and agreed by the parties that the legal regulated rent for any subsequent lease renewal may, in the Owner's sole discretion, be based upon the legal regulated rent set forth in Paragraph 1 (one) of this Rider, subject to any lawful adjustments, or such lesser sum as the Owner may elect, such that the Owner's willingness and agreement to accept a temporarily reduced rent shall have no effect upon the legal regulated rent, as such term is defined in the Rent Stabilization Law and Code, and that the decision as to whether any concession is granted on any subsequent renewal lease shall rest solely with the Owner.
5. Rent increases and rent adjustments shall be in the amounts permitted by law and shall, during this tenancy, have the effect of increasing the legal regulated rent by the applicable percentages, increments, or adjustments permitted by law.
6. It is understood that, to the extent, if any, that the Owner applies for and is granted rent adjustments during this tenancy, for the purpose of calculating and implementing such adjustments, such as calculation and adjustment shall be by reference to the legal regulated rent then in effect.
7. The parties shall be deemed to have jointly drawn this Rider in order to avoid any negative inference against the preparer of the document.
8. The covenants, agreement, 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.

**230 Livingston Owner LLC**

\_\_\_\_\_  
Fred Flintstone (Tenant)

\_\_\_\_\_  
Date (Landlord)

\_\_\_\_\_  
Date



Initials: \_\_\_\_\_

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED OCTOBER 25, 2010 BETWEEN 230 LIVINGSTON OWNER LLC (LANDLORD) AND FRED FLINTSTONE (TENANT) REGARDING APARTMENT 1E51 IN THE PREMISES LOCATED AT 221 SCHERMERHORN STREET, BROOKLYN, NY 11217. 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.

**WAIVER OF IMMUNITY**

Tenant agrees that this Lease (including any modification, amendment or supplement to this Lease, as well as any related consent, license, or other agreement which may be hereafter entered into) constitutes a commercial act by the Tenant and the Tenant is generally subject to suit, judgment, execution and set off with respect to the Lease and Tenant is not entitled to, and hereby expressly and irrevocably waives to the full extent permitted by applicable law (including, without limitation, the United States Foreign Sovereign Immunities Act of 1976, the Vienna Convention on Diplomatic Relations and the Vienna Convention on Consular Relations), any present or future claim to any immunity, whether characterized as sovereign immunity, diplomatic or consular immunity or otherwise, from any legal proceedings, to enforce or collect upon this Lease or necessary for Owner to obtain possession of the premises in a summary proceeding commenced in the Civil Court of the City of New York (including, without limitation, immunity from service of process, immunity from jurisdiction of any court or tribunal, and immunity of any of its property from attachment prior to entry of judgment and from attachment in aid of execution, and from immunity from execution of a warrant of eviction and actual eviction upon a judgment of possession in favor of Owner and immunity in connection with any action or proceeding in respect of Tenant's obligations under this Lease).

Tenant hereby agrees that any legal action or proceeding with respect to this Lease may be brought in the courts of the City of New York, State of New York or in the United States District Court ("the Courts") as the Owner may elect. By execution of this Lease, the Tenant hereby accepts unconditionally with regard to any action or proceeding, the jurisdiction of the courts and agrees that for the purposes of 28 USC 1608, the mailing by regular mail to Tenant of a summons and complaint, notice of petition and petition or other legal process or service by any lawful means in the State of New York is deemed a special arrangement for service of process.

Nothing herein shall affect the right of the Owner to commence legal proceedings or otherwise proceed against the Tenant in the Tenant's country or in any other jurisdiction in which assets of the Tenant are located or to serve process in any other manner permitted by applicable law. Tenant further agrees that any judgment against Tenant in any action or proceeding, to the extent permitted by applicable law, may be enforced in any other jurisdiction within or outside the United States of America by suit on the judgment, and that a certified or exemplified copy of such judgment shall be conclusive evidence of the judgment and of the amount of Tenant's indebtedness.

As a material inducement for Owner to execute the Lease, Tenant represents that Tenant shall not use the premises for any official or governmental purpose, nor shall Tenant allow any person, agency or Country having any claim to any immunity whatsoever from occupying the premises, without first complying with any and all applicable terms of this Lease, including obtaining all necessary consents from Owner, and until such time as any such person, agency or government permitted to occupy the premises, shall also deliver a properly executed Waiver of Immunity (this form) in favor of the Owner.

**Tenant hereby agrees to use the Insurent Lease Guaranty and to comply with all the provisions of the Insurent Lease Guaranty Program rider.**

The parties hereto have caused this Rider to be executed as of the day and year recited below as the date signed by Owner.

If any provision of this Waiver shall be unenforceable or contrary to law, the remaining provision shall notwithstanding, remain enforceable.

**230 Livingston Owner LLC**

\_\_\_\_\_  
Fred Flintstone (Tenant) Date (Landlord) Date

The Country of **Kings** (hereinafter "Country") consents to the above execution of the Waiver of Immunity by Tenant and Country hereby consents to and ratifies such Waiver of Immunity and represents that Country will not be occupying the premises, nor will Country utilize the premises. Further, Country does consent to and waive all jurisdictional immunities associated with the parties rights and obligations under the Lease and Owner's right to commence and maintain an action or proceeding against the Tenant for any breach of Lease by Tenant and Country consents to and waives all jurisdictional impediment to enforcement of any money judgment against Tenant, an award of a judgment of possession against Tenant and the execution of a warrant of eviction against Tenant.

Country agrees that any legal action or proceeding with respect to this Lease may be brought in the courts of the City of New York, State of New York or in the United States District Court ("the Courts") and Country hereby consents and ratifies Tenant's consent to the jurisdiction of the courts of the State of New York and City of New York for any issues pertaining to the Lease and the premises.

Country acknowledges that Owner shall rely upon Country's representations herein, in entering into the Lease.

The below signed possesses the authority to execute this document on behalf of Country.

The parties acknowledge that a facsimile copy or photocopy of this document shall have the same legal force and effect as an original.

\_\_\_\_\_  
Ministry of Foreign Affairs for the Country of Kings Date



Initials: \_\_\_\_\_



**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): **Fred Flintstone**

Subject Premises: **221 Schermerhorn Street #Test, Brooklyn, NY 11217**

Apt.#: **Test**

Date of vacancy lease: **November 1, 2010**

**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:

**230 Livingston Owner LLC**

\_\_\_\_\_  
Fred Flintstone (Tenant)

\_\_\_\_\_  
Date (Landlord)

\_\_\_\_\_  
Date





## FIRE SAFETY PLAN

I/We, Fred Flintstone, of Apartment Test located in the building known as 221 Schermerhorn Street, Brooklyn, NY 11217 have received a copy of the building's current Fire Safety Plan.

Distributed by 230 Livingston Owner LLC Date: October 25, 2010

Received by:

\_\_\_\_\_  
Fred Flintstone (Received)

\_\_\_\_\_  
Date

Copy of this form **MUST** be available for FDNY inspection.  
Original **MUST** be returned to 230 Livingston Owner LLC



## FIRE SAFETY PLAN PART I - BUILDING INFORMATION SECTION

BUILDING: **The Addison**  
ADDRESS: **221 Schermerhorn Street, Brooklyn, NY 11217**

**BUILDING OWNER/REPRESENTATIVE:**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

**BUILDING INFORMATION:**

**Year of Construction:** \_\_\_\_\_

**Type of Construction:**       Combustible     Non-Combustible

**Number of Floors:** \_\_\_\_\_  
\_\_\_\_\_

**Sprinkler System:**       Yes     No  
**Description:** \_\_\_\_\_  
\_\_\_\_\_

**Fire Alarm:**       Yes     No  
**Manual Pull Stations:** \_\_\_\_\_  
\_\_\_\_\_

**Public Address System:**       Yes     No  
**Location of Speakers:** \_\_\_\_\_  
\_\_\_\_\_

**Means of Egress:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Other Information:**  
\_\_\_\_\_  
\_\_\_\_\_

**Date Prepared:**      \_\_\_\_\_

## FIRE SAFETY PLAN PART II - FIRE EMERGENCY INFORMATION

BUILDING: **The Addison**  
ADDRESS: **221 Schermerhorn Street #Test, Brooklyn, NY 11217**

THIS FIRE SAFETY PLAN IS INTENDED TO HELP YOU AND THE MEMBERS OF YOUR HOUSEHOLD PROTECT YOURSELVES IN THE EVENT OF FIRE. THIS FIRE SAFETY PLAN CONTAINS:

- Basic fire prevention and fire preparedness measures that will reduce the risk of fire and maximize your safety in the event of a fire.
- Basic information about your building, including the type of construction, the different ways of exiting the building, and the types of fire safety systems it may have.
- Emergency fire safety and evacuation instructions in the event of fire in your building.

PLEASE TAKE THE TIME TO READ THIS FIRE SAFETY PLAN AND TO DISCUSS IT WITH THE MEMBERS OF YOUR HOUSEHOLD. FIRE PREVENTION, PREPAREDNESS, AND AWARENESS CAN SAVE YOUR LIFE!

### IN THE EVENT OF A FIRE,

### CALL 911

### OR THE FIRE DEPARTMENT DISPATCHER, AT

|                      |                       |
|----------------------|-----------------------|
| <b>Manhattan</b>     | <b>(212) 999-2222</b> |
| <b>Bronx</b>         | <b>(718) 999-4333</b> |
| <b>Brooklyn</b>      | <b>(718) 999-4444</b> |
| <b>Queens</b>        | <b>(718) 999-5555</b> |
| <b>Staten Island</b> | <b>(718) 999-6666</b> |

### OR TRANSMIT AN ALARM FROM THE NEAREST FIRE ALARM BOX

### BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES

**These are fire safety tips that everybody should follow:**

1. Every apartment should be equipped with at least one smoke detector. Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward or back an hour, and whenever a smoke detector chirps to signal that its battery is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.
2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
4. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffeepot or teapot is unplugged.
5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
6. Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's opening device so it operates smoothly. Familiarize yourself and the members of your household with the operation of the window gate.
8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.
9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.



Initials: \_\_\_\_\_

**BUILDING INFORMATION****Building Construction**

In a fire emergency, the decision to leave or to stay in your apartment will depend in part on the type of building you are in.

Residential buildings built before 1968 are generally classified either as "fireproof" or "non-fireproof." Residential buildings built in or after 1968 are generally classified either as "combustible" or "non-combustible". The type of building construction generally depends on the size and height of the building.

A "non-combustible" or "fireproof" building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to fire and therefore will not contribute to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or space in which they start and less likely to spread inside the building walls to other apartments and floors. **THIS DOES NOT MEAN THAT THE BUILDING IS IMMUNE TO FIRE.** While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke, which can travel throughout the building, especially if apartment or stairwell doors are left open.

A "combustible" or "non-fireproof" building has structural components (such as wood) that will burn if exposed to fire and can contribute to the spread of the fire. In such buildings, the fire can spread inside the building walls to other apartments and floors, in addition to the flame, heat and smoke that can be generated by the burning of the contents of the building.

**Be sure to check Part I (Building Information Section) of this fire safety plan to see what type of building you are in.**

**Means of Egress**

All residential buildings have at least one means of egress (way of exiting the building), and most have at least two. There are several different types of egress:

**Interior Stairs:** All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed. Unenclosed stairwells (stairs that are not separated from the hallways by walls and doors) do not prevent the spread of flame, heat and smoke. Since flame, heat and smoke generally rise, unenclosed stairwells may not ensure safe egress in the event of a fire on a lower floor. Enclosed stairs are more likely to permit safe egress from the building, if the doors are kept closed. It is important to get familiar with the means of egress available in your building.

**Exterior Stairs:** Some buildings provide access to the apartments by means of stairs and corridors that are outdoors. The fact that they are outdoors and do not trap heat and smoke enhances their safety in the event of a fire, provided that they are not obstructed.

**Fire Tower Stairs:** These are generally enclosed stairwells in a "tower" separated from the building by air shafts open to the outside. The open air shafts allow heat and smoke to escape from the building.

**Fire Escapes:** Many older buildings are equipped with a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes are considered a "secondary" or alternative means of egress, and are to be used if the primary means of egress (stairwells) cannot be safely used to exit the building because they are obstructed by flame, heat or smoke.

**Exits:** Most buildings have more than one exit. In addition to the main entrance to the building, there may be separate side exits, rear exits, basement exits, roof exits and exits to the street from stairwells. Some of these exits may have alarms. Not all of these exits may lead to the street. Roof exits may or may not allow access to adjoining buildings.

**Be sure to review Part I (Building Information Section) of this fire safety plan and familiarize yourself with the different means of egress from your building.**

**Fire Sprinkler Systems**

A fire sprinkler system is a system of pipes and sprinkler heads that when triggered by the heat of a fire automatically discharges water that extinguishes the fire. The sprinkler system will continue to discharge water until it is turned off. When a sprinkler system activates, an alarm is sounded.

Sprinkler systems are very effective at preventing fire from spreading beyond the room in which it starts. However, the fire may still generate smoke, which can travel throughout the building.

Residential buildings are generally not required to have fire sprinkler systems. Some residential buildings are equipped with sprinkler systems, but only in compactor chutes and rooms or boiler rooms. All apartment buildings constructed or substantially renovated after March 1999 will be required by law to be equipped with fire sprinkler systems throughout the building.

**Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with fire sprinkler systems.**

**Interior Fire Alarm Systems**

Initials: \_\_\_\_\_

Although generally not required, some residential buildings are equipped with interior fire alarm systems that are designed to warn building occupants of a fire in the building. Interior fire alarm systems generally consist of a panel located in a lobby or basement, with manual pull stations located near the main entrance and by each stairwell door. Interior fire alarm systems are usually manually-activated (must be pulled by hand) and do not automatically transmit a signal to the Fire Department, so a telephone call must still be made to 911 or the Fire Department dispatcher. Do not assume that the Fire Department has been notified because you hear a fire alarm or smoke detector sounding in the building.

**Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with an interior fire alarm system and whether the alarm is transmitted to the Fire Department, and familiarize yourself with the location of the manual pull stations and how to activate them in the event of a fire.**

**Public Address Systems**

Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually in the building lobby. Public address systems are different from building intercoms, and usually consist of loudspeakers in building hallways and/or stairwells.

**Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with a public address system.**

**EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS**

**IN THE EVENT OF A FIRE, FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. HOWEVER, THERE MAY BE EMERGENCY SITUATIONS IN WHICH YOU MAY BE REQUIRED TO DECIDE ON A COURSE OF ACTION TO PROTECT YOURSELF AND THE OTHER MEMBERS OF YOUR HOUSEHOLD.**

**THIS FIRE SAFETY PLAN IS INTENDED TO ASSIST YOU IN SELECTING THE SAFEST COURSE OF ACTION IN SUCH AN EMERGENCY. PLEASE NOTE THAT NO FIRE SAFETY PLAN CAN ACCOUNT FOR ALL OF THE POSSIBLE FACTORS AND CHANGING CONDITIONS; YOU WILL HAVE TO DECIDE FOR YOURSELF WHAT IS THE SAFEST COURSE OF ACTION UNDER THE CIRCUMSTANCES.**

**General Emergency Fire Safety Instructions**

1. Stay calm. Do not panic. Notify the Fire Department as soon as possible. Firefighters will be on the scene of a fire within minutes of receiving an alarm.
2. Because flame, heat and smoke rise, generally a fire on a floor below your apartment presents a greater risk to your safety than a fire on a floor above your apartment.
3. Do not overestimate your ability to put out a fire. Most fires cannot be easily or safely extinguished. Do not attempt to put the fire out once it begins to quickly spread. If you attempt to put a fire out, make sure you have a clear path of retreat from the room.
4. If you decide to exit the building during a fire, close all doors as you exit to confine the fire never use the elevator. It could stop between floors or take you to where the fire is.
5. Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in a heavy smoke condition, get down on the floor and crawl. Take short breaths, breathing through your nose.
6. If your clothes catch fire, don't run. Stop where you are, drop to the ground, cover your face with your hands to protect your face and lungs and roll over to smother the flames.

**Evacuation Instructions If The Fire Is In Your Apartment**

**(All Types of Building Construction)**

1. Close the door to the room where the fire is, and leave the apartment.
2. Make sure EVERYONE leaves the apartment with you.
3. Take your keys.
4. Close, but do not lock, the apartment door.
5. Alert people on your floor by knocking on their doors on your way to the exit.
6. Use the nearest stairwell to exit the building.
7. DO NOT USE THE ELEVATOR.
8. Call 911 once you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
9. Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.



**Evacuation Instructions if The Fire Is Not In Your Apartment**

**"NON-COMBUSTIBLE" OR "FIREPROOF" BUILDINGS:**

1. Stay inside your apartment and listen for instructions from firefighters unless conditions become dangerous.
2. If you must exit your apartment, first feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
3. If you can safely exit your apartment, follow the instructions above for a fire in your apartment.
4. If you cannot safely exit your apartment or building, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
5. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
6. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
7. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
8. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

**"COMBUSTIBLE" OR "NON-FIREPROOF" BUILDINGS:**

1. Feel your apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
2. Exit your apartment and building if you can safely do so, following the instructions above for a fire in your apartment.
3. If the hallway or stairwell is not safe because of smoke, heat or fire and you have access to a fire escape, use it to exit the building. Proceed cautiously on the fire escape and always carry or hold onto small children.
4. If you cannot use the stairs or fire escape, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
  - A. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
  - B. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
  - C. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
  - D. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

