

ATTACHMENT 19B

PRE-LEASE ACKNOWLEDGEMENT AND CERTIFICATION

PROJECT NAME/ADDRESS: Hanac Astoria Redevelopment Assoc LP

TENANT NAME: _____ Unit Number: _____

I fully understand and comprehend that the lease I am about to sign is for the unit referenced above and that this unit participates in a governmentally assisted affordable housing program.

I fully understand and comprehend that this unit must be my only primary residence and that I may not simultaneously maintain another primary residential lease in my name or otherwise maintain another primary residence.

I understand that this restriction applies to any other primary residence. I further understand that to simultaneously maintain multiple leases for, or to otherwise simultaneously reside in, more than one governmentally assisted unit is an especially egregious violation of this requirement.

I fully understand that any form of subletting or assignment of my lease in this affordable housing program is strictly prohibited and unlawful.

I understand that violating the above requirement will have consequences which may include the loss of the apartment(s) and lease(s) in question, in addition to potential criminal charges.

In addition to certifying my acceptance of the above requirements, and in further addition to the statements included in the governing lease documents I am about to sign for this apartment, I again hereby certify that all information I have provided during the application and verification process to qualify for this program has been complete and accurate. This includes, without limitation, all information pertaining to the members of the household who will reside in the unit and the employment income and all other income and assets for each such household member. I have not withheld, falsified or otherwise misrepresented any information. I fully understand that my file in its entirety is subject to both review by The New York City Housing Development Corporation (HDC) and audit by The New York City Department of Investigation (DOI). DOI is a fully empowered law enforcement agency of The City of New York, which investigates potential fraud in HDC-financed housing developments and other governmentally sponsored programs. I understand that the consequences for providing false or incomplete information to qualify for this program may include the termination of my lease in addition to potential criminal charges.

I hereby certify that I fully understand and agree to all of the above.

Signed by All Adult Household Members:

_____	<u> X </u>	_____
Name	Signature	Date
_____	_____	_____
Name	Signature	Date
_____	_____	_____
Name	Signature	Date
_____	_____	_____
Name	Signature	Date



RENT STABILIZED 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 ESTAN DISPONIBLE EN ESPAÑOL.)

Owner and Renter make this apartment lease agreement as follows:

Owner's Name: HANAC Astoria Redevelopment Assoc LP c/o The Wavecrest Management Team Ltd.

Owner's Address for Notices: 87-14 116th Street, Richmond Hill, NY 11418

1. Renter's Name: _____ Driver's License # (if any): _____

Social Security #: _____

2. Renter's Name: _____ Driver's License # (if any): _____

Social Security #: _____

Renter's Present Address: _____

Address of Premises to Be Rented: _____

Apt. No.: _____ Term of This Lease (Check one): ☐ 1 year ☐ 2 years * Monthly Legal Regulated Rent: \$ _____

Monthly Rent Paid: \$ _____

Date of Lease: _____ Beginning: _____ Ending: _____

* If a temporary rent concession is being given, see attached rider.

1. **HEADINGS:** Paragraph headings are only for ready reference to the terms of this lease. In the event of a conflict between the text and a caption, the text controls.

2. **CONDITION "AS IS":** Renter acknowledges inspecting the apartment prior to signing this lease and accepts the apartment in the condition it is in as of such inspection. Renter acknowledges that the apartment is free of defects. Owner warrants that the apartment and building are fit for habitation and there are no conditions dangerous to health, life or safety. Photographs of apartment as of lease commencement are attached to this lease.

→ ☐ YES ☐ NO (check one)

3. **USE AND OCCUPANCY OF APARTMENT:** The apartment is to be used and occupied for private residential purposes only, as the primary residence of Renter. The apartment may be occupied only by Renter named in this lease, Renter's immediate family, or other occupants in accordance with the applicable provisions of law. Renter agrees that the apartment will be occupied only by the following individuals, in addition to Renter:

Name: _____ Birth Date: _____ Relation to Renter: _____

possession within 30 days of the beginning day of the lease term. If not, Renter may cancel this lease and obtain a refund of money deposited. Owner will notify Renter as of the date possession is available. The ending date of the lease term will not change in the event Owner is unable to give possession as of the beginning of the lease term.

5. **RENT, ADDED RENT, RENT ADJUSTMENTS:** a. Rent payments for each month are due on or before the first day of each month at the address above or at a location designated by Owner in writing. Notice from Owner to Renter that rent is due is not required. The rent must be paid in full without deductions. The first month's rent and added rent must be paid when Renter signs this lease. b. Renter may be required to pay other charges and fees to Owner under the terms of this lease. They are called "added rent." This added rent will be payable as rent, together with the next monthly rent due. If Renter fails to pay the added rent on time, Owner shall have the same rights against Renter as if Renter failed to pay rent. c. If this apartment is subject to the rent stabilization laws, the rent and any surcharges to be paid during the term of this lease may be adjusted, prospectively or retroactively, pursuant to an order or directive of the New York State Division of Housing and Community Renewal (DHCR). Renter agrees to be bound by such determination, and to pay any increase in rent in the manner specified by the agency. In the event the applicable rent guideline has not been fixed by the Rent Guideline Board (RGB) by the date the lease is executed, the rent provided for in this lease may be increased or decreased retroactively to the commencement date of the lease consistent with orders issued by the RGB. Added rent as defined herein shall include, but is not limited to:

Renter is obligated to advise Owner, in writing, if any additional occupant moves into the apartment. Such notice must be furnished by Renter to Owner within 10 days of the date such additional occupant moves into the apartment. The apartment may not be occupied by more than the number of occupants permitted by law. Renter may have no more than one roommate or as provided by Real Property Law §235-f.

4. **RENTER'S POSSESSION OF APARTMENT:** Owner shall not be liable for failure to give Renter possession of the apartment on the beginning day of the lease term. Rent shall be payable as of the beginning of the term unless Owner is unable to give possession, in which case rent shall be payable as of the date possession is available. Owner must give

Renter agrees to pay the following surcharges pursuant to the Rent Stabilization Code:

Air Conditioner: _____ Dryer: _____

Washing Machine: _____ Other: _____

Dishwasher: _____

6. **FAILURE TO PAY RENT ON DUE DATE:** Rent is due by the first day of each month. Payment after the 1st day of each month shall be considered a "late payment." Renter expressly agrees and understands that three (3) or more late payments in any twelve month period shall be deemed to be a failure to comply with a substantial obligation of this lease and be grounds for the termination of this lease and eviction of Renter by Owner.

7. **FEE FOR LATE PAYMENT:** Due to administrative inconvenience and costs incurred due to late payment of rent, Renter agrees to pay the sum of \$ 20 per month in any month in which the rent is tendered after the late payment date, as added rent. Although Owner is charging a late charge, Owner may commence any action or proceeding with regard to Renter's failure to pay timely rent. This paragraph is not a waiver of Owner's right to collect or demand rent.

8. **DISHONORED CHECK FEE:** If Renter pays rent by check and such check is dishonored for any reason by the bank on which the check is drawn, Renter will be responsible to pay Owner a dishonored check fee of \$ 20, in addition to the fee for late payment. This fee is added rent.

9. **SECURITY:** Renter has given a security deposit to Owner at the time of Renter's signing of this lease in the sum of \$ _____, which is equal to one month's rent. If required by law, the account will bear interest at the banking institution's prevailing rate. If Renter carries out all of Renter's obligations under the terms of this lease, an annual payment of accrued interest will be made by the banking institution to the Renter, less 1% interest of the security on deposit, to be tendered by the banking institution to Owner. Owner may use or apply all or any part of the deposit as may be required to pay for damage to the apartment during the term of this lease. If Renter carries out all of Renter's obligations under this lease, and if the apartment is returned to Owner at the expiration of the lease term in the same condition as when rented by Renter, ordinary wear and tear excepted, Renter's security deposit will be returned in full to Renter, with accrued interest thereon, within 30 days of Renter vacating. If this lease is renewed, and the amount of security deposit Owner is permitted to retain is increased above the amount deposited upon the commencement of this lease term, then Renter shall, upon such lease renewal, pay to the order of Owner such additional sum. If Owner sells or leases the building, Owner may remit the security deposit, as provided by law, to Renter or to the new Owner or lessee, at Owner's election. If Owner remits the security deposit to the new Owner or lessee, Renter agrees to seek the return of the security deposit from the new Owner or lessee, and releases Owner from any claim to the security deposit. Renter shall not use the security on deposit to pay the last month's rent of the lease term. Owner may use security deposit in full or in part if necessary to pay for unpaid rent, damage, loss, fees or expenses due to re-renting arising out of the lease or breach thereof.

10. **SUBLETTING/ASSIGNMENT:** Renter shall not assign the apartment in whole or in part. Renter shall not sublet the apartment in whole or in part without the written consent of Owner, nor permit anyone not specifically indicated in this lease to occupy the apartment subject to the provisions of the Rent Stabilization Law and Real Property Law §235-f and §226-b. A sublet without consent, or any assignment shall constitute a breach of a substantial obligation of this lease.

11. **SERVICES:** The following services and utilities are the responsibility of:

→ Owner: ☒ Heat ☒ Hot water ☒ Gas ☐ Electricity
Other _____

→ Renter: ☐ Heat ☐ Hot water ☐ Gas ☒ Electricity
Other _____

12. **OWNER'S INABILITY TO PROVIDE SERVICE:** If Owner is unable to provide certain services as a result of circumstances which are not the fault of Owner, Renter's obligations under this lease, including the obligation to pay

rent without abatement, shall remain in effect.

13. **REPAIRS:** Renter is responsible for the proper maintenance of the apartment. Renter must, at its sole cost and expense, repair or replace anything in the apartment requiring repair or replacement as a result of Renter's actions or neglect. If Renter fails to effectuate such repair or replacement Owner may do so at the Renter's expense. The cost of such repair or replacement shall be added rent. Renter will reimburse Owner all costs and expenses incurred by Owner to remedy damages to the apartment or the building caused by Renter, members of Renter's family, Renter's guests or Renter's household staff. Such sums shall be added rent.

14. **ACCESS:** Owner shall be permitted to enter the apartment at all reasonable hours for the purposes of making repairs, showing the apartment to prospective renters, mortgagees, or buyers, making improvements to the building at Owner's sole discretion, and for the inspection of the apartment. In the event of an emergency which affects the safety of the renters in the building or which may cause damage to the building, Owner may enter the premises without prior notice to Renter. Failure to provide access is a breach of a substantial obligation of this lease.

15. **LIABILITY OF RENTER:** Renter shall pay all sums incurred by Owner in the event Owner is held liable for damages resulting from any act by Renter.

16. **FIRE AND CASUALTY DAMAGE:** Renter is required to advise Owner immediately in the event of fire or other casualty which renders the apartment partially or wholly unfit for occupancy. Owner shall repair the premises as soon as possible subject to any delays due to adjustment of insurance claims or any cause not under Owner's control. If part of the premises are usable, Renter must pay rent for the usable part. If the premises are damaged and Owner determines that the apartment is beyond repair, the term of this lease shall end and Renter must vacate the apartment. If the fire or casualty was caused by Renter's actions, the costs of the repairs shall be repaid to Owner by Renter as added rent.

17. **RENTER DEFAULT:** In the event Renter does not comply with any obligation of this lease, creates a nuisance, engages in conduct detrimental to the safety of other renters, intentionally damages the property, or is disturbing to other renters, then Owner may terminate the tenancy and lease upon ten days written notice to Renter. Notwithstanding the foregoing, Owner shall not be required to give preliminary notice to Renter prior to initiating a non-payment summary proceeding except such notice as may be required by law. Any demand for rent may be made orally or in writing at the option of Owner.

18. **EARLY TERMINATION OF LEASE:** If this lease is canceled as set forth in paragraph "17," Renter must pay "use and occupancy" until Renter vacates the apartment. If Renter vacates the apartment prior to the expiration of the lease term, Renter shall be liable for "use and occupancy" until the expiration of the lease term or until such time as the apartment is re-rented, whichever is sooner. After Renter vacates, Owner may re-rent the apartment for the remainder of the lease term, or for a period shorter than or greater than the term of this lease at a monthly rental which may be more or less than the monthly rental specified on page one of this lease. If the apartment is re-rented for less than the monthly rental specified above, Renter shall be liable for the difference between Renter's monthly rent and the new rental amount, until such time as the balance of the term of this lease expires. In addition, Renter shall be liable for all expenses incurred in connection with the re-renting of the apartment, including but not limited to broker's fees, advertising costs and cleaning expenses.

19. **LEGAL FEES (Owner's Option):**

☒ In the event either Owner or Renter incurs legal fees and/or court costs in the enforcement of any of Owner's or Renter's rights under this lease or pursuant to law, neither party shall be entitled to the repayment of such legal fees and/or court costs.

If the above box is not checked, Renter shall be liable to Owner in the event Owner incurs legal fees in the enforcement of any of Owner's rights under this lease or pursuant to law. Renter shall be liable to Owner for such legal fees and/or court costs as added rent.

20. NO JURY TRIAL: In any legal proceeding arising under the terms of this lease, whether instituted by Owner or Renter, the parties agree to give up the right to a trial by jury. **The right to a trial by jury is an important right of Renter, and Renter is agreeing not to demand a trial by jury.** The foregoing is not intended to prohibit a demand for a trial by jury in actions for personal injury or damage to property.

21. NO COUNTERCLAIMS: In any action by Owner seeking recovery of the apartment, Renter shall not make a counterclaim against Owner relating to any matter other than a claim that Owner has not properly maintained the condition of the building or apartment. Renter shall be required to bring an independent action on any other counterclaim.

22. RE-ENTRY: If Renter is dispossessed by legal action Owner may enter the apartment without being liable for re-entry, and may re-rent the apartment. Renter will be liable to Owner for any and all expenses related to the entering, repairing, redecorating and re-renting. Renter waives the right to re-enter the apartment after a final order or judgment in any action is signed or after Renter is removed from the leased apartment.

23. WINDOW CLEANING. Renter shall not allow any windows to be cleaned from the outside unless such service is provided by Owner.

24. COMMON AREAS: Renter shall not place baby carriages, bicycles or any other property in or on fire escapes, roofs, sidewalks, entrances, driveways, elevators, stairways, halls or any other public areas. 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.

25. GARBAGE AND REFUSE: Garbage and recyclable items must be brought to the basement or other area designated by Owner in such a manner that Owner may direct. Carpets, rugs, or other articles shall not be hung or shaken out of any window of the building. Renter 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, elevator shafts or any other public areas. Renter shall not place any articles of refuse outside the apartment or outside the building except in safe container and only at places designated by Owner. Renter shall be liable to Owner for any violations issued to Owner as a result of Renter's failure to properly recycle.

26. KEYS: Renter must provide a key to any and all locks to Renter's apartment to Owner, and Owner must pay to Renter the reasonable cost of the keys. Renter shall not install a double-keyed cylinder in any lock to Renter's apartment.

27. NO PETS: Renter acknowledges that he shall not have any dog, cat or other animal on the premises unless permitted in writing by Owner. Where Owner permits or waives his right to object to a pet belonging to Renter, Owner does not waive his right to deny or object to any other pet belonging to Renter or any other Renter. In no event shall any dog, cat or other animal be permitted in any elevator or in any public portion of the building unless carried or on a leash. Failure to comply with this provision shall be grounds for termination of the tenancy and lease.

28. SMOKE AND CARBON MONOXIDE ALARMS: Renter acknowledges that the apartment being rented has Smoke and Carbon Monoxide alarm(s) in proper working order, if required by law.

29. WINDOW GUARDS: Renter hereby agrees to notify Owner if any child who is ten years of age or under occupies Renter's apartment so that Owner may install window guards in each window of the apartment in accordance with law, which shall be at tenant's expense. Renter shall not install any gate or guard on any window without written permission of the Owner or remove any window guard installed by Owner. Renter shall be liable to Owner for any violations issued to Owner as a result of Renter's failure to permit owner to install window guards.

30. PEELING PAINT: Renter hereby agrees to notify Owner of any paint within the apartment that is peeling, cracking, flaking, blistering or loose in any manner so that Owner may repair such conditions.

31. FACILITIES: Storeroom, roof access, laundry facilities in the building or television master antenna may be provided by Owner at the option of Owner. Owner may discontinue the facilities at any time and shall not be liable for any damage, injury or loss from the use or discontinuance of these facilities.

32. ALTERATIONS/CARPETING/INSTALLATIONS: At least 80% of the floor area of each room, except for kitchens and bathrooms, shall be covered with rugs or carpeting. Renter may not paste or nail any carpet, tile or linoleum to the floors. Renter shall not apply wallpaper or other wall covering to the walls or ceilings. When Renter vacates the apartment, it shall be left painted in the same color as when rented. Renter shall not install a waterbed, washing machine, dryer, dishwasher, air conditioner, refrigerator, sink, garbage disposal, kitchen cabinets, stove, other mechanical equipment or an external antenna in an apartment without the written consent of Owner or make any other changes, alterations or improvements. If Renter is permitted and does install a window air conditioner, dishwasher or washing machine, Owner is entitled to receive a rent increase in accordance with law. The rent increase is payable to Owner as added rent beginning on the first day of the month following installation.

33. DEPOSIT OF RENT: If Owner commences legal proceedings against Renter, Renter may be required to deposit rent into court. Failure to deposit such rent may result in the entry of a final judgement against Renter.

34. MOLD AND MILDEW: Renter acknowledges that renter must take measures to prevent mold and mildew from growing in the unit. Renter agrees to remove visible moisture accumulating from the windows, walls and other surfaces. Renter agrees not to cover or block any heating, ventilation or air conditioning (HVAC) ducts in the unit. Renter agrees to immediately notify Owner of (a) any water leaks or excessive moisture in the unit (b) any evidence of mold or mildew; (c) any failure of any HVAC systems in the unit; and any inoperable doors or windows. Renter agrees that Renter shall be responsible for any damage to the unit and Renter's property as well as personal injury to Renter and occupants resulting for Renter's failure to comply with this lease provision. Any breach of this lease provision shall be considered a breach of a material term of this lease.

35. POOL AND RECREATION AREAS: Permission to use any pool and/or recreation areas, including a playroom and health club, must be in writing. Owner may revoke permission at any time. Renter must pay all fees imposed by Owner.

36. TERRACES AND BALCONIES: The apartment may have a terrace or balcony. The terms of this lease apply to the terrace or balcony as if the terrace or balcony are part of the apartment. Owner may make special rules for the terrace and balcony. Owner will notify Renter of such rules. The failure of Renter to comply with such rules shall constitute a substantial violation of the lease. Renter must keep the terrace or balcony in good repair and clean and free from snow, ice, leaves and garbage. No cooking is allowed on the terrace or balcony. Renter may not keep plants or install a fence or any addition on the terrace or balcony or use such space for storage purposes. If Renter does so, Owner has the right to remove and store them at Renter's expense.

37. BATHROOM AND PLUMBING FIXTURES: The bathrooms, toilets, 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.

38. ELEVATORS: 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 Renter. The service elevators, if any, shall be used by messengers and trades people for entering and leaving and the passenger elevators, if any, shall not be used by them for any purpose.

39. **LAUNDRY:** Laundry machines if any, provided by Owner shall be used by Renter in the manner and at the times that Owner may designate. Renter shall not dry or air clothes on the roof or on the terrace or balcony, if any. Renter may use laundry machines, if any, at their own risk.

40. **OBJECTIONABLE CONDUCT:** Renter, their families, guests, employees, or visitors shall not engage in any conduct which makes the apartment or building less fit to live in for Renter or other occupants. Renter 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, comfort or convenience of other renters. Renter shall not play a musical instrument or operate allow to be operated audio or video equipment so as to disturb or annoy any other occupant of the building.

41. **NO PROJECTIONS:** Renter may not install or cause to be installed anything on the roof or outside wall of the building or any balcony, terrace, or window, or common areas. Satellite dishes shall not be installed except in accordance with law.

42. **MOVING:** Renter can use the elevator or service elevator, if any, to move furniture and possessions only on designated days and at designated hours. Owner shall not be liable for any costs, expenses or damages incurred by Renter in moving because of delays caused by unavailability of the elevator. Renter shall be liable for any damage caused to the building or the apartment during such move.

43. **ABANDONMENT:** The removal of all or a substantial part of Renter's furniture from the apartment or any other indications that the apartment has been vacated shall be deemed an abandonment by Renter and Owner may then re-enter and take possession of the apartment, repair and redecorate it for the purpose of re-renting whether or not Renter has surrendered the keys. Such taking by Owner shall not be deemed to relieve Renter from liability to pay the rent. Renter releases Owner from any and all claims for damages by reason of such re-entry.

44. **END OF TERM/MOVING OUT:** At the end of the lease term, Renter shall leave the apartment clean and in good order, reasonable wear and tear excepted. Renter shall remove all of Renter's personal possessions from the apartment after Renter has vacated. If any property remains in the apartment at the expiration of the term, it will be deemed by Owner to be abandoned property which owner may discard or sell. Renter agrees to pay any expenses incurred by Owner as a result of Owner's disposition of said property.

45. **WAIVER OF FOREIGN SOVEREIGN AND DIPLOMATIC IMMUNITY:** Renter represents that he is not subject to foreign sovereign or diplomatic immunity. Renter expressly waives the doctrine of foreign sovereign immunity and diplomatic immunity and consents to the jurisdiction of the Housing Court and all other courts. Renter expressly represents that in the event a judgment is obtained against him, Owner may enforce the judgment against any property or assets of Renter, wherever they are located.

46. **MILITARY STATUS:**

☐ Renter represents that he is in the United States military, or is dependent upon a member of the United States military.

☒ Renter represents that he is *not* in the United States military, and is *not* dependent upon a member of the United States military. Renter shall notify Owner within ten days of enlistment in the military.

The above response is for informational purposes only and is intended to protect Renters who are in or may enter into military service.

47. **PARTIES BOUND:** This lease agreement is binding on Owner and Renter, and on all those who claim a right, or have a right, to succeed to the legal interest of Owner and Renter.

48. **FORMS:** Renter agrees to complete any and all forms that be requested by Owner from time to time.

49. **SUBORDINATION:** The rights of Renter, including all rights granted under the terms of this lease are, and shall be, subject to and subordinate to the terms of any mortgage on the building or the land under the building which now exists, or which may hereafter exist. The foregoing shall include, but not be limited to any modification, consolidation or extension agreement of any existing mortgage on the land or building.

50. **SINGULAR/PLURAL and JOINT/SEVERAL:** The use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires. If more than one person is renting the apartment, their obligations shall be joint and several.

51. **CONDEMNATION/EMINENT DOMAIN:** If the building, or any part of the building, is taken or condemned by a public authority or government agency, this lease will end on the date of such taking. In such event, Renter will have no claim for damages against Owner based upon such taking, and Renter will be required to surrender the apartment to Owner upon 30 days written notice from Owner to Renter of such government taking.

52. **CONSTRUCTION/CONVENIENCE:** Neighboring buildings may be the subject of construction, renovation or demolition. Owner will not be liable to Renter, nor shall Renter seek to hold Owner liable for interference with views, light, air flow, or ventilation, the covenant of quiet enjoyment, or breach of the warranty of habitability whether such interference is temporary or permanent, if such interference results from activities conducted on adjoining Owners' properties.

53. **NO WAIVER:** The failure of Owner to insist at any time upon strict performance of any clause in this lease shall not be construed as a waiver of Owner's rights. No waiver by Owner of any provision of this lease can be made unless made in writing by Owner. Acceptance of rent by Owner with knowledge of the breach of any condition or term of this lease is not a waiver of the breach.

54. **CREDIT REPORTS:** Renter authorizes Owner to use the Social Security number of Renter to obtain any and all credit reports for the purpose of the initial lease or any renewal thereof now and no more than five years after the expiration of this lease or any renewal thereof, and fully understands that these reports will be used by owner in connection with Renter's occupancy of the apartment.

55. **GUARANTOR:** If Renter has a Guarantor sign the initial lease, Renter agrees to have a Guarantor sign all renewal leases. The guaranty is a material term and condition of the lease. The failure to continue the guaranty negates Owner's obligation to enter into a renewal lease. (Renter initial if applicable ☐).

56. **ENTIRE AGREEMENT:** Owner and Renter have read this lease and agree that it contains the entire understanding of the parties regarding the rental of the subject apartment. The lease can only be changed in writing. The writing must be signed by both Owner and Renter.

If any part of this lease is determined to be unlawful,
the remaining provisions of the lease will remain valid and in full force and effect.

Owner/Agent (on behalf of Owner)

Renter

Renter

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

You are required by law to inform the owner if a child under seven 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 seven years of age resides there. If a child under seven 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 seven 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 or her agent or representative when you sign the lease/commence occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health and Mental Hygiene explaining about lead-based paint hazards when you sign your lease/commence occupancy.

CHECK ONE: ☐ A child under seven years of age resides in the unit.

☒ A child under seven years of age does not reside in the unit.

(Occupant signature)

Print occupant's name, address and apartment number: _____

27-40 Hoyt Ave, Astoria, NY 11102

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

(Owner signature)

RETURN THIS FORM TO: Wavecrest Management

87-14 116th Street, Richmond Hill, NY 11418

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

CONTRATO/COMIENZO DE OCUPACIÓN Y MEDIDAS DE PRECAUCIÓN CON LOS PELIGROS DE PLOMO EN LA PINTURA-ENCUESTA RESPECTO AL NIÑO.

Usted está requerido por ley informarle al dueño si un niño menor de siete años de edad está viviendo o vivirá con usted en la unidad de vivienda (apartamento) para la cual usted va a firmar un contrato de ocupación. Si tal niño empieza a residir en la unidad, el dueño del edificio está requerido hacer una inspección visual anual de la unidad para determinar la presencia peligrosa de plomo en la pintura. **POR ESO ES IMPORTANTE QUE USTED LE DEVUELVAS ESTE AVISO AL DUEÑO O AGENTE AUTORIZADO DEL EDIFICIO PARA PROTEGER LA SALUD DE SU NIÑO.** Si usted no informa al dueño, el dueño está requerido inspeccionar su apartamento para descubrir si un niño menor de siete años de edad está viviendo en el apartamento.

Si un niño menor de siete 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 a la dirección provenida abajo. Usted también debe de informarle al dueño por escrito si un niño menor de siete años de edad vive en la unidad y si usted observa que durante el año la pintura se deteriora o está por pelarse sobre la superficie de la unidad.

Por favor de llenar este formulario y devolver una copia al dueño del edificio o al agente o representante cuando usted firme el contrato o empiece a ocupar la unidad. Mantenga una copia de este formulario para sus archivos. Al firmar su contrato de ocupación usted recibirá un pamfletito hecho por el Departamento de Salud y Salud Mental de Ciudad de Nueva York, explicando el peligro de plomo en pintura.

MARQUE UNO: ☐ Vive un niño menor de siete años de edad en la unidad.
 ☐ No vive un niño menor de siete años de edad en la unidad.

_____ (Firma del inquilino)

Nombre del inquilino, Dirección, Apartamento: _____

(Esto no es aplicable para un renovamiento del contrato de alquiler.) **Certificación de dueño:** Yo certifico que he cumplido con la provision de §27-2056.8 del Artículo 14 del código 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 pamfletito del Departamento de Salud y Salud Mental de la Ciudad de Nueva York sobre el peligro de plomo en pintura.

_____ (Firma del dueño)

DEVUELVA ESTE FORMULARIO A: Wavecrest Management

87-14 116th Street, Richmond Hill, NY 11418

INQUILINO: MANTENGA UNA COPIA PARA LOS ARCHIVOS
COPIA DEL DUEÑO/COPIA DEL INQUILINO

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

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, Owners must disclose the presence of known lead-based paint and lead-based paint hazards in the dwelling. Renters must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure (initial)

→ (a) Presence of lead-based paint or lead-based paint hazards (check one below):

- ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

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

→ (b) Records and reports available to the lessor (check one below):

- ☐ Lessor has provided the lessee with all available records and reports pertaining to lead based paint and/or lead-based paint hazards in the housing (list documents below).

~~See attached lead report.~~

☒ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

→ (c) Lessee's Acknowledgment (initial)

- ☐ Lessee has received copies of all information listed above.
☐ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

→ (d) Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

→

Lessee/Renter

Date

Agent/Owner

Date

PENDING APPLICATION FOR RENT INCREASE RIDER

This is to inform the Renter that an application for a rent increase based upon a major capital improvement has been filed by the Owner with the New York State Division of Housing and Community Renewal (DHCR), Docket # _____ and has been pending since _____. The Owner has applied for a rent increase of \$ _____ per room per month.

This application is based upon the following building-wide capital improvements:

→

1. _____ 4. _____

2. _____ 5. _____

3. _____ 6. _____

The Renter agrees to be bound by any order of DHCR authorizing a rent increase based on this pending application which may retroactively and/or prospectively increase the rent set forth in this lease.

→

Renter

Date

Owner/Agent (on behalf of Owner)

Date

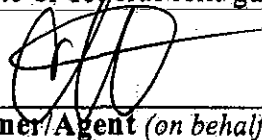
**TAX BENEFITS RIDER
FUTURE EXPIRATION OF BENEFITS
(§11-243 OF THE ADMINISTRATIVE CODE, FORMERLY KNOWN AS "J-51")**

The apartment which is the subject of this lease is made subject to the Rent Stabilization Law, as amended, solely by virtue of the building's participation in the tax benefits program pursuant to §11-243 of the Administrative Code of the City of New York. The apartment shall remain subject to such law until the expiration of the building's tax benefits which are expected to expire on or about TBD or the expiration of the applicable provisions of the Rent Stabilization Law, whichever is earlier. ←

When the tax benefits granted pursuant to §11-243 of the Administrative Code expire, and when the lease in effect at that time also expires, the Owner may thereafter charge an unregulated rent for this apartment and will not be legally obligated to provide a renewal lease. If the Owner should elect to renew the lease at that time, the Owner will not be legally bound by any city, state or federal rent guidelines and may charge an unregulated rent.

Renter

Date


Owner/Agent (on behalf of Owner)

Date ←

**TAX BENEFITS RIDER
FUTURE EXPIRATION OF BENEFITS
(§421-a OF THE REAL PROPERTY TAX LAW)**

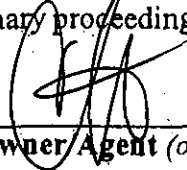
The apartment described in this lease is made subject to the Rent Stabilization Law, as amended, solely by virtue of the building's participation in the tax benefits program under §421-a of the Real Property Tax Law. Pursuant to §421-a, the apartment shall remain subject to such law until the expiration of the building's tax benefits on June 30, TBD or the expiration of the applicable provisions of the Rent Stabilization Law, whichever is earlier. ← When the tax benefits granted pursuant to §421-a of the Real Property Tax Law expire, and once the lease in effect at that time also expires, the Owner may thereafter charge an unregulated rent for this apartment, and will not be legally obligated to provide a renewal lease. If the Owner should elect to renew the lease at that time, the Owner will not be legally bound by any city, state or federal rent guidelines and may charge an unregulated rent.

In addition to any and all rental increases arising from the renewal of this lease or as otherwise allowed by law, pursuant to §2522.5(e) (2) of the Rent Stabilization Code, the rent in this lease may also be increased by not more than 2.2% per annum of the apartment's initial rent following completion of the building's construction. The Renter shall pay such additional increases annually, commencing on the anniversary date of the original lease for this unit, upon notice from the owner of the amount of increase due. A monthly rent increase of _____ will be charged pursuant to this rider commencing on TBD and on each succeeding anniversary of the original lease during the period of tax exemption. ← The Renter acknowledges that he has been informed of the Owner's right to include this provision in this lease.

The Renter shall deposit with the Owner, as additional security, the amount of increase so that the amount of security remains equivalent to one (1) month's rent. Such additional security shall be "added rent" pursuant to the lease agreement and Owner may commence summary proceedings for non-payment to collect same.

Renter

Date


Owner/Agent (on behalf of Owner)

Date ←

TEMPORARY RENT CONCESSION RIDER

Owner agrees to charge and Renter agrees to pay a rent that is less than the amount allowed by law, as follows:

→ During the period of the attached lease. Owner agrees to accept the payment by Renter of the amount of \$ _____ per month, subject to any lawful adjustments.

The legal regulated rent will remain the rent set forth in the attached lease, subject to future lawful adjustments. The legal regulated rent for any subsequent lease renewal will be based upon the rent set forth in the attached lease and not upon the amount of rent set forth in this Rider. The temporary rent concession does not apply to successors.

If Owner applies for and is granted rent adjustments during this tenancy, the calculation of such adjustment shall be by reference to the legal regulated rent then in effect. Increases in Renter's security deposit shall equal increases in the legal regulated renewal rent. If there is any conflict between the provisions of this Rider and the terms of the attached lease, such conflict shall be resolved in each and every instance in favor of the provisions of this Rider. The provisions of this Rider shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

→

Renter	Date	Owner/Agent (on behalf of Owner)	Date
--------	------	----------------------------------	------

GUARANTEE OF PAYMENT

→ _____, the Guarantor of the lease attached hereto, agrees as follows:
(Print Name)

I hereby Guarantee Renter's full performance under the lease. This Guarantee is absolute and without conditions. I understand and acknowledge that, but for this Guarantee, Owner would not rent the subject apartment to Renter. This Guarantee will not be affected by any change in the lease. I waive any and all notice of Renter's non-payment of rent or of any other default. If Renter defaults, Owner may require Guarantor to perform without demanding or requiring in the first instance that Renter perform. Guarantor waives its right to trial by jury of any claim related to the lease or this Guarantee. This Guarantee can be changed only by written agreement signed by all parties to the lease and this guarantee. Guarantor agrees to pay all legal fees and all other costs and expenses the Owner may incur in the enforcement of this Guarantee. Guarantor hereby consents to the jurisdiction of any competent court of competent jurisdiction within _____,

→ _____ (Specify State)
in the discretion of Owner, including, without limitation, the courts of the United States.

→

Guarantor's Signature	Guarantor's Address
-----------------------	---------------------

→

Guarantor's Phone No.	Guarantor's Social Security No.	Date
-----------------------	---------------------------------	------



Tenant's Signature _____

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 of 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 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 of 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 lease 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 the 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 legal regulated rent was less than \$300, the total vacancy increase shall be as calculated above, plus an additional \$100. If the prior legal regulated 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. 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 of 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 MUST BE IN ACCORDANCE WITH ADJUSTMENTS PERMITTED BY THE RENT GUIDELINES BOARD AND THE RENT STABILIZATION

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 (1 year) (2 year) lease (circle one) (____%) \$ _____

(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 complete (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 \$300 or more but less than \$500 (1) \$100
the sum of (i) and (ii) (2) _____
(1) minus (2). If less than zero, enter zero (3) _____

Amount from line(3) \$ _____

Vacancy Allowance, if permitted by NYC Rent Guidelines Board (____%) \$ _____

Guidelines Supplementary Adjustment, if permitted by NYC Rent Guidelines Board \$ _____

New Equipment, Service, Improvement for this apartment \$ _____

New Legal Regulated Rent \$ _____

Separate Charges or Credits: \$ _____

Surcharge (e.g., 421-a) \$ _____

Ancillary Service (e.g., garage) \$ _____

Other (specify _____) \$ _____

*New Tenant's Rent \$ _____

*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.
or

☐ (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 _____) \$ _____

- or -

☐ (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 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 Rent Guidelines Board or DHCR Orders;
- (B) if the owner or the lease grants permission to sublet or assign, the owner may charge a sublet vacancy allowance for a sub-tenant 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 for filing an Eviction Plan to convert the building to cooperative or condominium ownership, a clause may be added providing that the lease may be cancelled 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.)

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:

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 sub-tenant 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 sub-tenant any additional rent above such surcharge and sublet allowance, if applicable, the tenant shall be required to pay to the sub-tenant a penalty of three times the rent overcharge, 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 his 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 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 or her primary residence. The owner must notify the tenant in writing at least 90 and not more than 150 days prior to the expiration of the lease term 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 and 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 which 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 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 AND DISABILITY RENT INCREASE EXEMPTION PROGRAM:

Tenants or their spouses who are 62 years of age, or older, or are persons with a disability, and whose household income level 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 a 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. Questions concerning the Senior Citizen Rent Increase Exemption program should be addressed to the New York City Department of the Aging. Questions concerning the Disability Rent Increase Exemption program should be addressed to the Mayor's Office for People with Disabilities.

When a senior citizen or person with a disability 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 or person with a disability 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 two 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 _____, 20____.

(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.

Some agencies which 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 the 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 Plaza,
Bronx, NY 10458
(718) 563-5678

Brooklyn

55 Hanson Place, 7th Floor
Brooklyn, NY 11217
(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 conversions. 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, New York, N.Y. 10038 - (212) 863-8000

- enforcement of housing maintenance standards.

New York City Central Complaint Bureau

215 West 125th Street, New York, N.Y. 10038 (212) 824-4328

- receives telephone complaints relating to physical maintenance, health, safety and sanitation standards, including emergency heat and hot water service. This 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, N.Y. 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, New York, 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.

RIDER

56. Tenant represents that they are not in the military service being supported by anyone in the military service at this time. In the event that during the tenancy the tenant shall be supported by anyone in the military service, the tenant agrees to notify the Landlord of this change by certified mail, return receipt requested.
57. The tenant has inspected the apartment and found the apartment, the gas range, refrigerator and smoke detector to be in excellent condition. If repairs are necessary after the tenant moves into the apartment the tenant agrees to notify the Landlord of this fact by registered mail, return receipt requested.
58. Lessee agrees to pay all of the lessor's legal fees, cost of disbursements and expenses associated with any action brought by the lessor against the lessee for any non-payment of rent or other monetary charges set forth in this lease or for any action for violations by the lessee of the lease or the tenancy herein created.
59. Rent is due on the first of the month.
60. In the event that the tenant shall pay rent after the eight day of the month, then Landlord may add \$25.00 administrative fee and \$1.00 per day in administrative fees for each day after the tenth day of the month that said rent is late. Said fees shall be exclusive of any and all other rights Landlord may have against tenant.
61. If, pursuant to legal eviction, Landlord chooses to leave furniture in the apartment the tenant shall notify Landlord within ten days of intention to remove same. If tenant shall notify Landlord within said ten days then arrangements shall be made to remove said possessions. If Landlord is not notified of tenant's intention to retain or reclaim said personal property, then both parties agree that tenant has abandoned said property and deems it property of Landlord to do with what he will.
62. It is expressly understood by tenant that if she/he does not notify Landlord within ten days after any eviction, then that property belongs to Landlord and he can do with it what he wants.
63. It is agreed that if tenant shall cause Landlord to issue three summary proceedings in any given twelve month period due to tenant's late payment of rent than this shall be considered a violation of a substantial obligation of this lease and this shall entitle Landlord to terminate lease pursuant to terms of the lease herein and the terms regarding substantial breach of lease. This right to terminate this lease based on the late payment of rent.
64. If this is a tax credit building and your unit requires annual recertification, you must complete the certification process. This includes providing sources and documentation to verify all income, assets, and other eligibility information, and signing a new Tenant Income Certification form. It is the resident's responsibility to provide all necessary information so that management may perform this task. Occupancy is subject to continued eligibility under the Tax Credit Program requirements. The resident must fully cooperate and provide all necessary information to expedite this process. Failure to comply with these recertification requirements is a material breach of the terms of this lease and may result in nonrenewal of the resident's lease or the resident's eviction from the unit.

AGENT _____

TENANT _____

APPENDIX A
LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR PREVENTION
OF LEAD BASED PAINT HAZARDS
INQUIRY REGARDING CHILD

You are required by law to inform the owner if a child under six years of age resides or will reside in your dwelling unit (apartment). 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 a child under six years of age does not reside in the unit now, but does come to reside in it at any time during the year, you must inform the owner in writing immediately.
- If a child under six years of age lives in the unit you should also inform the owner immediately if you notice any peeling paint or deteriorated surfaces in the unit during the year. You may request that the owner provide you with a copy of any records required to be kept as a result of a visual inspection of your unit.

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

Check whichever applies:

Please complete this form and return to the owner or his or her agent or representative.

- ☐ A CHILD UNDER SIX YEARS OF AGE RESIDES IN THE UNIT
- ☒ A CHILD UNDER SIX YEARS OF AGE DOES NOT RESIDE IN THE UNIT

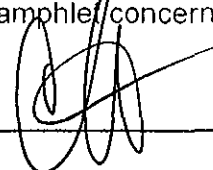
TENANT'S NAME (PRINT)

27-40 Hoyt Ave
ADDRESS/APT. NO

TENANT'S NAME (SIGNATURE)

DATE

Certification by owner: I certify that I have complied with provisions of 517-2056.6 of Article 14 of the Housing Maintenance Code and the rules promulgated there under relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health pamphlet concerning lead based paint hazards to the occupant/



(Owner Signature)

COMPLETE AND RETURN THIS FORM TO:

WAVECREST MANAGEMENT TEAM LTD.
87-14 116th STREET
RICHMOND HILL, NY 11418

Occupant: Keep one copy for your records.

APENDICE A
CONTRATO / COMIENZO DE OCUPACIÓN Y 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 anos 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 DEVEULVA ESTE AVISO AL DUEÑO O AGENTE AUTORIZADO DEL EDIFICIO PARA PROTEGER LA SALUD DE SU NIÑO.**

- Si un niño menor de seis anos 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 c.
- Usted también debe de informarle al dueño por escrito si el niño menor de seis anos 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 ten que informarle al dueño v. Usted puede solicitar que el dueño le dé una copia de los archivos de la inspección visual hecha en su unidad.

El favor de llenar este formulario y devolver una copia al dueño del edificio o al agente o representante cuando usted firme el contrato o empiece a ocupar la ciudad. Mantenga una copia de este formulario para sus archivos. Al firmar su contrato de ocupación usted recibirá un panfleto echo por el Departamento de salud de la ciudad de Nueva York, explicando el peligro de plomo en pintura.

Marcar según corresponda:

- ☐ VIVE UN NIÑO MENOR DE SEIS ANOS DE EDAD EN LA UNIDAD
- ☐ NO VIVE UN NIÑO MENOR DE SEIS ANOS DE EDAD EN LA UNIDAD

Nombre de Inquilino (Letra de Imprenta)

Dirección y no. de Apartamento

Nombre del Inquilino (Firma)

Fecha

Certificación de dueño: Yo certifico que he cumplido con la provisión de 517-2056.6 del Artículo 14 del código 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 panfleto del Departamento de salud de la ciudad de Nueva York sobre el peligro plomo en pintura

(Firma del dueño)

DEVUELVA ESTE FORMULARIO A:

WAVECREST MANAGEMENT TEAM LTD.
87-14 116TH STREET
RICHMOND HILL, NY 11418

Inquilino: Mantenga una copia para los archivos copia del dueño / copia del inquilino.

Request for Taxpayer Identification Number and Certification

Give form to the
requester. Do not
send to the IRS.

Print or type See Specific Instructions on page 2.	Name	
	Business name, if different from above	
	Check appropriate box: <input checked="" type="checkbox"/> Individual/sole proprietor	<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶
	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.) 27-40 Hoyt Ave	
City, state, and ZIP code Astoria, NY 11102		
List account number(s) here (optional)		
Requester's name and address (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I 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:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

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.)

Sign Here	Signature of U.S. person ▶	Date ▶
-----------	----------------------------	--------

Purpose of Form

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.

U.S. person. 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:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

Note: 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.

Foreign person. If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien.

Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

The Wavecrest Management Team Ltd.
87-14 116TH Street
Richmond Hill, NY 11418

**RESIDENT & OCCUPANT ACKNOWLEDGEMENT
OF SECURITY POLICY**

No Representations. Resident and Occupants acknowledge that neither Owner nor Management has made any representations, written or oral, concerning the safety of the community or the effectiveness or operability of any security devices or security measures.

No Warranty or Guarantee. Residents and Occupants acknowledge that neither Owner nor Management warrants or guarantees the safety or security of Residents, Occupants, or their guests or invitees against the criminal or wrongful acts of third parties. Each Resident, Occupant, guest, and invitee is responsible for protecting his or her own person and property.

No Reliance on Security Devices or Measures. Residents and Occupants acknowledge that security devices or measures may fail or be thwarted by criminals or by electrical or mechanical malfunction. Therefore, Residents and Occupants acknowledge that they should not rely on such devices or measures and should protect themselves and their property as if these devices or measures did not exist.

Signature of All Residents:

_____ Date _____

_____ Date _____

_____ Date _____

Signature of All Adult Occupants:

_____ Date _____

_____ Date _____

_____ Date _____

LEASE RIDER ON MOLD

To minimize the occurrence and growth of mold in the Leased Premises, Tenant hereby agrees to the following:

1. **Moisture accumulation.** Tenant shall remove any visible moisture accumulation in or on the Leased Premises, including on walls, windows, floors, ceilings, and bathroom fixtures; mop up spills and thoroughly dry affected area as soon as possible after occurrence; use exhaust fans in kitchen and bathroom when necessary; and keep climate and moisture in the Leased Premises at reasonable levels.
2. **Apartment cleanliness.** Tenant shall clean and dust the Leased Premises regularly, and shall keep the Leased Premises, particularly kitchen and bath, clean.
3. **Notification of management.** Tenant shall promptly notify management in writing of the presence of the following conditions:
 - i. A water leak, excessive moisture, or standing water inside the Leased Premises;
 - ii. A water leak, excessive moisture, or standing water in any building common area;
 - iii. Mold growth in or on the Leased Premises that persists after tenant has tried several times to remove it with household cleaning solution, such as Lysol or Pine-Sol disinfectants, Tilex Mildew Remover, Clorox, or a combination of water and bleach;
 - iv. A malfunction in any part of the heating, air-conditioning, or ventilation system in the Leased Premises.
4. **Liability.** Tenant shall be liable to Owner for damages sustained to the Leased Premises or to Tenant's person or property as a result of Tenant's failure to comply with the terms of this Rider.
5. **Violation of rider.** Violation of this Rider shall be deemed a material violation under the terms of the Lease, and Owner shall be entitled to exercise all rights and remedies it possesses against Tenant at law or in equity.
6. **Rider supersedes lease.** In case of a conflict between the provisions of this Rider and any other provisions of the Lease, the provisions of the Rider shall govern. This LEASE RIDER ON MOLD is incorporated into the Lease executed or renewed on _____ between Owner and Tenant.

Tenant's signature _____ Date _____

Owner/Manager's signature _____ Date _____



The
Wavecrest
Management
Team Ltd.

FIRE SAFETY NOTICE POSTING

The superintendent or a representative of my building affixed a fire safety notice on the inside surface of the main entrance door of my apartment, and I've received a copy of the building information fire safety plan.

Tenant

Date

STATEMENT OF OCCUPANCY

A. I (We) _____ am (are) the tenant(s) of Apartment _____
located at 27-40 Hoyt Ave, Astoria

B. I (We) make this statement to induce the Owner - Landlord into a Lease or Renewal Lease agreement with me (us).

C. I (We) warrant that no one, except for the below-designated individual(s), is to occupy the apartment with me (us) from the inception of this Lease or renewal term.

INDIVIDUAL	RELATIONSHIP TO TENANT	AGE
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____

D. I (We) further promise to inform the Owner-Landlord of and when any other individual, aside from the above indicated, moves into the apartment with me (us) herein, and I (We) hereby consent to this Statement being incorporated, by reference, into the Lease or Renewal Agreement.

E. I (We) recognize and agree the Owner - Landlord is relying upon the accuracy of the information provided by me (us) herein, and I (we) hereby consent to this Statement being incorporated, by reference, into the Lease or Renewal Agreement.

Tenant's Signature

Tenant's Signature

Date



The
Wavecrest
Management
Team Ltd.

The Landlord is petitioning the New York State Public Services Commission to submeter electricity service to landlord's tenants. Upon issuance of an order by the Commission approving submetering, the landlord will commence billing tenant for electricity provided in accordance with the terms of the order. The terms will include the method of rate calculation, the rate cap, complaint procedures, tenant protections and the enforcement mechanism as required by Section 96.2 (b) (7) of the NYS PSC Regulations. The Landlord may incorporate into the lease a rider amendment that states the terms of the order.

Tenant Signature

Tenant Signature

Tenant Signature

ATTACHMENT 19C

RIDER TO STANDARD RENT STABILIZATION LEASE

Building Address: 27-40 Hoyt Ave, Astoria

Apartment No.: _____

Dated: _____

between

HANAC Astoria Redevelopment Assoc LP
as Owner, and

as Tenant

as Tenant

(i) As a requirement of The New York City Housing Development Corporation's (HDC's) financing of this project ("Project"), which utilized low-income housing tax credits and/or tax-exempt bonds as governed by Sections 42 and 142 of The Internal Revenue Code ("Code"), certain units (including the unit governed by this lease) must participate in an affordable housing program ("Program"). This Program will be in effect during an "occupancy restriction period" provided for in the governing HDC Regulatory Agreement. This occupancy restriction period will expire on *the latest of* (a) the first day on which no Bond or other tax-exempt private-activity obligation with respect to the Project is still outstanding, (b) fifteen years from the date that fifty percent (50%) of the apartments are first occupied, (c) the date on which any assistance provided with respect to the Project under Section 8 of the United States Housing Act of 1937 as amended ("Section 8") terminates, (d) the date on which the Owner is no longer required to comply with the extended use provisions of Section 42 of the Internal Revenue Code of 1986, as amended ("Code"), or (e) the first day on which the Project is no longer receiving a real property tax-exemption pursuant to Section 421-a of the New York State Real Property Tax Law ("Section 421-a"). While the restriction period is in effect, certain rules and restrictions apply. Upon the future expiration of the restriction period, in-place residents of units participating in the Program will benefit from certain continuing protections. These rules and restrictions, as well as these protections, are detailed in this lease rider.

(ii) Under the Program rules, this unit is to be made available to a tenant with income not exceeding _____% of area median income at the time of initial occupancy ("Eligible Tenant"). Initial rents are also established in accordance with the approved program rent for this income level.

(iii) Tenant has made application to Owner for an apartment in the Project as an Eligible Tenant; and

(iv) Owner has determined based on Tenant's statements, representations, certifications and verification documentation provided to Owner that Tenant meets the criteria for an Eligible Tenant in accordance with the standards in the Code and the HDC Regulatory Agreement.

(v) The Code and the HDC Regulatory Agreement require that an Eligible Tenant recertify his or her annual income and household size to the Owner on an annual basis and provide verification documentation. **HOWEVER, ONCE A TENANT IS QUALIFIED AS AN ELIGIBLE TENANT THAT TENANT WILL CONTINUE TO BE ENTITLED TO RESIDE IN HIS OR HER UNIT REGARDLESS OF CHANGES IN HIS OR HER INCOME PURSUANT TO, AND PROVIDED THAT THE TENANT COMPLIES WITH, THE PROVISIONS OF THE LEASE AND THIS RIDER.**

To induce Owner and Tenant to enter into this Lease with each other and for other good and valuable consideration, the actual receipt and sufficiency of which are hereby acknowledged, Owner and Tenant agree as follows:

1. In the event of any inconsistency between the provisions of this Rider and the printed form of lease and any other riders for this apartment (the "Lease"), the provisions of this Rider will supersede, prevail over and control such provisions of the Lease.

2. (a) Tenant understands and agrees that Owner's determination that Tenant qualifies as an "Eligible Tenant" is based solely upon the statements, representations, certifications, and verification documentation given to Owner by or on behalf of Tenant. Tenant hereby affirms that the statements, representations, certifications and verification documentation given to Owner by or on behalf of Tenant are truthful and accurate.

(b) Tenant further agrees to provide Owner annually, no later than sixty (60) days from Owner's request, with a certification of annual income and household size along with verification documentation. In order to verify Tenant's certification of annual income and household size, the Owner may require Tenant to provide, and Tenant agrees to deliver, such documentation as would enable the Owner to verify Tenant's income pursuant to Section 8 regulations, including, without limitation, completed federal and state income tax returns and W-2 and 1099 forms (or their equivalent).

(c) Tenant agrees that it shall be a material breach of this Lease with regard to Tenant's application for an apartment in the Project, to give false, fraudulent, misleading or incomplete statements, representations, certifications, verification documentation or other information with the purpose of receiving approval of Owner as an Eligible Tenant. Tenant

further agrees that it shall be a material breach of this Lease with regard to Tenant's annual certification of annual income and household size, (a) to fail to supply such certification along with such documentation requested by Owner in order to verify Tenant's certification, or (b) to give false, fraudulent, misleading or incomplete statements, representations, certifications, verification documentation or other information with respect to such certification and/or verification.

(d) Tenant's breach of any provision of this Paragraph 2 shall be grounds for termination and/or non-renewal of the Lease by Owner.

3. (a) The rent for Tenant's apartment has been registered with the Division of Housing and Community Renewal ("DHCR") pursuant to the Rent Stabilization Laws of the State of New York ("Rent Stabilization") by virtue of the building's participation in the Program and the accompanying real property tax benefits. If the apartment ceases to be subject to Rent Stabilization prior to the termination of the Low Income Period, the provisions of an Agreement on Rent Regulation, as it may be amended, between DHCR and HDC ("DHCR/HDC Agreement"), providing for regulation of the apartment in a manner consistent with Rent Stabilization shall govern the rent regulation of the apartment.

(b) Any increases or adjustments in the rent shall be no greater than the lesser of the increases or adjustments permitted under either (i) Rent Stabilization or the DHCR/HDC Agreement, whichever is applicable or (ii) the applicable provisions of the Code and the HDC Regulatory Agreement.

4. THE ASSIGNMENT OF THE LEASE FOR THIS APARTMENT OR THE SUBLETTING OF THIS APARTMENT IS EXPRESSLY PROHIBITED BY LAW SINCE OCCUPANCY OF THE APARTMENT IS GOVERNED BY THE REQUIREMENTS OF THE INTERNAL REVENUE CODE AND RELATED REGULATIONS AS WELL AS THE HDC REGULATORY AGREEMENT. AS SET FORTH IN PARAGRAPH 1 OF THIS RIDER, THE PROVISIONS OF THIS PARAGRAPH 4 WITH REGARD TO ASSIGNMENT OR SUBLETTING SHALL SUPERSEDE AND PREVAIL OVER ANYTHING TO THE CONTRARY CONTAINED IN THE LEASE, INCLUDING, WITHOUT LIMITATION THE "RENT STABILIZATION LEASE RIDER" PROVIDED TO TENANT WITH THE LEASE. VIOLATION BY TENANT OF THE PROVISIONS OF THIS PARAGRAPH 4 SHALL CONSTITUTE A MATERIAL BREACH OF THE LEASE, WHICH BREACH SHALL BE GROUNDS FOR TERMINATION OF THE LEASE BY OWNER.

5. After the expiration of the occupancy restriction period, as a condition to offering a renewal of the Lease, the Owner may request Tenant to supply, within sixty (60) days of request by Owner, a certification of annual income and household size along with documentation necessary to verify Tenant's income under Section 8 regulations. If Tenant provides, no later than sixty (60) days after request by Owner, a certification of annual income and household size and proper verification documentation, and, based on such submission, continues to qualify as an Eligible Tenant, then Tenant (i) shall be entitled to a Lease renewal which shall include all the provisions of this Rider and (ii) shall continue to pay rent as adjusted in accordance with Rent Stabilization, or the DHCR/HDC Agreement. If Tenant provides, no later than sixty (60) days

after request by Owner, a certification of annual income and household size and proper verification documentation, but, based on such submission, does not qualify as an Eligible Tenant, the Tenant shall be entitled to a Lease renewal which contains all of the provisions of this Rider, provided, that the monthly rent shall be the greater of: (a) two and one half percent (2.5%) of Tenant's annual income or (b) the amount of the last rent paid by such tenant as adjusted in accordance with Paragraph 3(b) of this Rider ("Revised Rent"). The Revised Rent shall be registered with DHCR (or its successor) pursuant to Rent Stabilization or the DHCR/HDC Agreement and adjusted there under until vacancy and the Tenant shall not be required to supply further certifications of annual income and household size.

6. Owner shall not retaliate against any tenant in the Project who notifies HDC or any other governmental agency of any alleged violation of this Rider or the HDC Regulatory Agreement.

Owner:

HANAC Astoria Redevelopment Assoc LP

By:

Name:

Title:

Tenant:

Date:

Tenant:

Date:
