



# APARTMENT LEASE

2001 Story Avenue

Bronx NY 10473

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

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

This LEASE is made on this date 12/01/2025 between Owner, Story Towers LLC whose address is 1649-61st Street Brooklyn, NY 11204 and You David Kornitzer612 whose address is 2001 Story Avenue #1B, Bronx NY 10473.

## 1. APARTMENT AND USE

Owner agrees to lease to You, Apartment 1B, in the Building at 2001 Story Avenue, Bronx NY 10473. You shall use the Apartment for living purposes only. The Apartment may be occupied by the tenant or tenants named above and by the immediate family of the tenant or tenants as defined in and only in accordance with Real Property Law Section 235-f.

## 2. LENGTH OF LEASE

The term (term means the length) of this Lease is 1 year, beginning on 12/01/2025 and ending on 11/30/2026. If You do not do everything You agree to do in this Lease, Owner may have the right to end it before the above date. If Owner does not do everything that Owner agrees to do in this Lease, You may have the right to end the Lease before ending date.

3. Your monthly rent for the apartment is \$3595.00. You must pay Owner the rent, in advance, on the first day of each month, either at Owner's office or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Lease, if the lease begins on the first day of the month. If the Lease begins after the first day of the month, You must pay when You sign this lease (1) the part of the rent from the beginning date of this Lease until the last day of the month and (2) the full rent for the next full calendar month. If this Lease is a Renewal Lease, the rent for the first month of this Lease need not be paid until the first day of the month when the renewal term begins. Your failure to pay the rent by the 5th day of each month will incur a fee of \$100.00 per month, and this fee shall be construed additional rent, not a penalty. If Your check is dishonored by the bank, You shall be responsible to pay Owner a dishonored check fee of \$30.00 to cover Owner's expenses, also as additional rent and not as a penalty. For any period You occupy the apartment after the expiration of this lease, the monthly rent shall be equal to \$7190.00.00 until You leave the apartment as required by Article 8. This higher rent is agreed as a fair measure of Owner's damages and not as a penalty.

## 4. SECURITY DEPOSIT

You are required to give Owner the sum of one month's deposit \$3595.00 when You sign this Lease as a security deposit, which is called in law a trust. Owner will deposit this security in a bank. If You carry out all of Your agreements in this Lease and if You move out of the Apartment and return it to Owner in the same condition it was when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty, Owner will return to You the full amount of Your security deposit to which You are entitled within 60 Days after this Lease ends. However, if You do not carry out all Your agreements in this Lease, Owner may keep all or part of Your security deposit necessary to pay Owner for any losses incurred, including missed payments. If Owner sells or leases the building, Owner will turn over security, either to You or to the person buying or leasing (lessee) the building within 5 days after the sale or lease. Owner will then notify You, by registered or certified mail, of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to You for the security deposit. The new Owner or lessee will become responsible to You for the security deposit.

## 5. IF YOU ARE UNABLE TO MOVE IN

A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Lease. If this happens for reasons beyond Owner's reasonable control, Owner will not be responsible for Your damages or expenses, and this Lease will remain in effect. However, in such case, this Lease will start on the date when You can move in, and the ending date in Article 2 will be changed to a date reflecting the full term of years set forth in Article 2. You will not have to pay rent until the move-in date Owner gives You by written notice, or the date You move in, whichever is earlier. If Owner does not allow You to move in within those additional 15 days, then the Lease is ended. Any money paid by You on account of this Lease will then be refunded promptly by Owner.

## 6. CAPTIONS

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

## 7. WARRANTY OF HABITABILITY



- A. All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law. Nothing in this Lease can be interpreted to mean that You have given up any of Your rights under that law. Under that law, Owner agrees that the Apartment and the Building are fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.
- B. You will do nothing to interfere or make more difficult Owner's efforts to provide You and all other occupants of the Building with the required facilities and services. Any condition caused by Your misconduct or the misconduct of anyone under Your direction or control shall not be a breach by Owner.

#### **8. CARE OF YOUR APARTMENT - END OF LEASE - MOVING OUT.**

- A. You will take good care of the apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. You will move out on or before the ending date of this Lease and leave the Apartment in good order and in the same condition as it was when You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty.
- B. When this Lease ends, You must remove all of Your movable property. You must also remove at Your own expense, any wall coverings, bookcases, and cabinets, mirrors, painted murals or any other installation or attachment, You may have installed in the Apartment, even if it was done with Owner's consent. You must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. You have not moved out until all persons, furniture and other property of Yours is also out of the Apartment. If Your property remains in the Apartment after the Lease ends, Owner may either treat You as still in occupancy and charge You for use, or may consider that You have given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at Your expense. You agree to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Lease.

#### **9. CHANGES AND ALTERATIONS TO APARTMENT**

You cannot build in, add to, change or alter, the Apartment in any way, including wallpapering, painting, repainting, or other decorating, without getting the Owner's written consent before You do anything. Without Owner's prior written consent, You cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's reasonable opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, You cannot place in the Apartment water-filled furniture.

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

- A. **Government Laws and Orders** You will obey and comply with all present and future city, state and federal laws and regulations which affect the Apartment and the Building. You will not allow any windows in the Apartment to be cleaned from the outside, unless the equipment and safety devices required by law are used.
- B. **Owner's Rules Affecting You.** You will obey all Owner's rules listed in this Lease and all future reasonable rules of Owner or Owner's agent. Notice of all additional rules shall be delivered to You in writing or posted in the lobby or other public place in the building. Owner shall not be responsible to You for not enforcing any rules, regulations or provisions of another tenant's lease except to the extent required by law.
- C. **Your responsibility.** You are responsible for the behavior of Yourself of Your immediate family, Your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because You, members of Your immediate family, servants or people visiting You have not obeyed government laws and orders of the agreement of rules of this Lease.

#### **11. OBJECTIONABLE CONDUCT**

As a tenant in the Building, You will not engage in objectionable conduct. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their Apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other tenants in the Building. Objectionable conduct by You gives Owner the right to end this Lease.

#### **12. SERVICES AND FACILITIES**

- A. **Required Services.** Owner will provide cold and hot water, heat as required by law, repairs to the Apartment, as required by law, elevator service if the Building has elevator equipment, and the utilities, if any, included in the rent, as set forth in sub-paragraph B. You are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.
- B. The following utilities are included in the rent: Heat, Hot Water, and Cooking Gas
- C. **Electricity and Other Utilities.** If Owner provides electricity or gas and the charge is included in the rent on Page 1, or if You buy Electricity or gas from Owner for a separate (submetered) charge, Your obligations are described in the Rider attached to this Lease. If electricity or gas is not included in the rent or is not charged separately by Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service if it is not included in the rent.



- D. **Appliances.** Appliances supplied by Owner in the Apartment are for Your use. They will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of Your negligence or misuse, You will pay Owner for the cost of such repair or replacement as additional rent.
- E. **Storeroom Use.** If Owner permits You to use any storeroom, laundry or any other facility located in the building but outside of the Apartment, the use of this storeroom or facility will be furnished to You free of charge and at Your own risk, except for loss suffered by You due to Owner's negligence. You will operate at Your expense any coin operated appliances located in such storerooms or laundries.

### 13. INABILITY TO PROVIDE SERVICES

Because of a strike, labor, trouble, national emergency, repairs, or any other cause beyond Owner's reasonable control, Owner may not be able to provide or may be delayed in providing any services or in making any repairs to the Building. In any of these events, any rights You may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

### 14. ENTRY TO APARTMENT

During reasonable hours and with reasonable notice, except in emergencies, Owner may enter the Apartment for the following reasons:

- A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment and to make any necessary repairs or changes Owner decides are necessary. Your rent will not be reduced because of any of this work, unless required by Law.
- B. To show the Apartment to persons who may wish to become Owners or lessees of the entire Building or may be interested in lending money to Owner;
- C. For four months before the end of the Lease, to show the Apartment to persons who wish to rent it;
- D. If during the last month of the Lease You have moved out and removed all or almost all of Your property from the Apartment, Owner may enter to make changes, repairs or redecorations. Your rent will not be reduced for that month and this Lease will not be ended by Owner's entry.
- E. If at any time You are not personally present to permit Owner or Owner's representative to enter the Apartment and entry is necessary or allowed by law or under this lease, Owner or Owner's representatives may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, Owner or Owner's representative is negligent or misuses Your property.

### 15. ASSIGNING; SUBLETTING; ABANDONMENT

Assigning and Subletting. You cannot assign this Lease or sublet the Apartment without Owner's advance written consent in each instance relating to subletting. Owner may refuse to consent to a lease assignment for any reason or no reason, but if Owner unreasonably refuses to consent to request for a Lease assignment properly made, at Your request in writing, Owner will end this Lease effective as of thirty days after Your request. The first and every other time You wish to sublet the Apartment, You must get the written consent of Owner. Owner may impose a reasonable credit check fee on You in connection with an application to assign or sublet. If You fail to pay Your rent Owner may collect rent from subtenant or occupant without releasing You from the Lease. Owner will credit the amount collected against the rent due from You. However, Owner's acceptance of such rent does not change the status of the subtenant or occupant to that of direct tenant of Owner and does not release You from this Lease.

### 16. DEFAULT

- (1) You default under the lease if You act in any of the following ways:

- (a) You fail to carry out any agreement or provision of this Lease
- (b) You or another occupant of the Apartment behaves in an objectionable manner;
- (c) You do not take possession or move into the Apartment 15 days after the beginning of this Lease;
- (d) You and other legal occupants of the Apartment move out permanently before this Lease ends;

If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within 10 days. You must then either stop or correct the default within 10 days, or, if You need more than 10 days, You must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible.

- (2) If You do not stop or begin to correct a default within 10 days, Owner may give You a second written notice that this Lease will end six days after the date the second written notice is sent to You. At the end of the 6-day period, this Lease will end. You then must move out of the Apartment. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of this Lease, the value of Your occupancy, if any, after the Lease ends, and damages caused to Owner after that time as stated in Article 17.

- (3) If You do not pay Your rent when this Lease requires after a personal demand for rent has been made, or within three days after



a statutory written demand for rent has been made, or if the Lease ends, Owner may do the following: (a) enter the apartment and retake possession of it if You have moved out; or (b) go to court and ask that You and all other occupants in the Apartment be compelled to move out.

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

## **17. REMEDIES OF OWNER AND YOUR LIABILITY**

If this Lease is ended by Owner because of Your default, the following are the rights and obligations of You and Owner.

- (a) You must pay Your rent until this Lease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.
- (b) Once You are out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new tenant at a lesser rent or may charge a higher rent than the rent in this Lease.
- (c) Whether the Apartment is re-rented or not, You must pay to Owner as damages:
  - (1) The difference between the rent in this Lease and the amount, if any, of the rents collected in any later lease or leases of the Apartment for what would have been the remaining period of this Lease; and
  - (2) Owner's expenses for advertisements, broker's fees and the cost of putting the Apartment in good condition for re-rental; and
  - (3) Owner's expenses for attorney's fees.
- (d) You shall pay all damages due in monthly installments on the rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change Your liability for damages, unless the failure is due to Owner's deliberate inaction.

**18. ADDITIONAL OWNER REMEDIES** If You do not do everything You have agreed to do, or if You do anything which shows that You intend not to do what You have agreed to do, Owner has the right to ask a Court to make You carry out Your agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 16 and 17 of this Lease.

## **19. FEES AND EXPENSES**

**A. Owner's Right.** You must reimburse Owner for any of the following fees and expenses incurred by Owner:

- (1) Making any repairs to the Apartment or the Building which result from misuse or negligence by You or persons who live with You, visit You, or work for You;
- (2) Repairing or replacing any appliance damaged by Your misuse or negligence;
- (3) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organizations concerning the Apartment or the Building which You or persons who live with You, visit You or work for You have caused;
- (4) Preparing the Apartment for the next tenant if You move out of Your Apartment before the Lease ending date;
- (5) Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of a Lease default by You or for defending lawsuits brought against Owner because of Your actions;
- (6) Removing all of Your property after this Lease is ended;
- (7) All other fees and expenses incurred by Owner because of Your failure to obey any other provisions and agreements of this Lease. These fees and expenses shall be paid by You to Owner as additional rent and not as a penalty within 30 days after You receive Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.

**B. Tenant's Right.** Owner agrees that unless sub-paragraph 5 of this Article 19 has been stricken out of this Lease, You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law, section 234.

## **20. PROPERTY LOSS, DAMAGES OR INCONVENIENCE**

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



Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or in behalf of Owner. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner. Also, Owner will not be liable to You for such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the rent or allow You to cancel the Lease.

## **21. FIRE OR CASUALTY.**

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

## **22. PUBLIC TAKING**

The entire building or a part of it can be acquired (condemned) by any government or government agency for a public or quasi-public use or purpose. If this happens, this Lease shall end on the date the government or agency take title. You shall have no claim against Owner for any damage resulting. You also agree that by signing this Lease, You assign to Owner any claim against the Government or Government agency for the value of the unexpired portion of this Lease.

## **23. SUBORDINATION CERTIFICATE AND ACKNOWLEDGEMENTS**

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

You also agree to sign (if accurate) a written acknowledgement to any third party designated by Owner that this Lease is in effect, that Owner is performing Owner's obligations under this Lease and that You have no present claim against Owner.

## **24. TENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT**

If You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Lease, Your tenancy cannot be cut off before the ending date, except as provided for in Articles 21, 22 and 23.

## **25. BILLS AND NOTICE**

- A. **Notices to You.** Any notice from Owner or Owner's agent or attorney will be considered properly given to You if it (1) is in writing; (2) is signed by or in the name of Owner or Owner's agent; and (3) is addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment. The date of service of any written notice by Owner to You under this agreement is the date of delivery or mailing of such notice.
- B. **Notices to Owner.** If You wish to give a notice to Owner, You must write it and deliver it or send it by registered or certified mail to Owner at the address noted on page 1 of this Lease or at another address of which Owner or Agent has given You written notice.
- C. Tenant hereby consents to receive communications from Landlord/Property Management Company via telephone calls, text messages, emails, and other electronic communications to any phone number or email address provided by Tenant, including but not limited to cellular/wireless numbers. These communications may be made using automated telephone dialing systems, interactive voice response (IVR) systems, artificial intelligence agents, pre-recorded messages, or live agents. Communications may include but are not limited to: maintenance updates, appointment scheduling, rent reminders, payment notifications, emergency notices, and other property-related matters. Tenant acknowledges that standard message and data rates may apply. Tenant may opt out of text messages by replying STOP, but emergency communications may still be sent as required by law

## **26. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM**





- A. BOTH YOU AND OWNER AGREE TO GIVE UP THE RIGHT TO A TRIAL BY JURY IN A COURT ACTION, PROCEEDING OR COUNTERCLAIM ON ANY MATTERS CONCERNING THIS LEASE, THE RELATIONSHIP OF YOU AND OWNERS AS TENANT AND LANDLORD OR YOUR USE OR OCCUPANCY OF THE APARTMENT OR ANY CLAIMS BY YOU AGAINST OWNER OF ANY NATURE WHATSOEVER, INCLUDING TORT ACTIONS FOR NEGLIGENCE OR STRICT LIABILITY. THIS AGREEMENT TO GIVE UP THE RIGHT TO A JURY TRIAL DOES INCLUDE CLAIMS FOR PERSONAL INJURY OR PROPERTY DAMAGE, HOWEVER, WHERE WAIVING RIGHTS TO A JURY TRIAL IS AGAINST PUBLIC POLICY OR NOT ENFORCEABLE BY LAW, THIS WAIVER SHALL BE REDUCED TO APPLY ONLY TO THOSE CLAIMS WHERE THE WAIVER IS ENFORCEABLE.
- B. If Owner begins any court action or proceeding against You which asks that You be compelled to move out, You cannot make a counterclaim unless You are claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or Building.

## 27. NO WAIVER OF LEASE PROVISIONS

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

## 28. CONDITION OF THE APARTMENT

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

## 29. DEFINITIONS

- A. Owner: The term "Owner" means the person or organization receiving or entitled to receive rent from You for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" includes the owner of the land or Building, a lessor, or sub lessor of the land or Building and a mortgagee in possession. It does not include a former owner, even if the former owner signed this Lease.
- B. You: The term "You" means the person or persons signing this Lease as Tenant and the successors and assigns of the signer. This Lease has established a tenant-landlord relationship between You and Owner.

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

31. **SEVERABILITY** The invalidity or unenforceability of any particular provision of this Lease shall not affect the other provisions hereof, and this Lease shall be construed in all respects as if such invalid or unenforceable provision were omitted.

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



David Kornitzer612 (Tenant)



Story Towers LLC (Landlord)



## Rider B

### DEREGULATED STATUS

This rider is annexed to and made part of the Lease between Story Towers LLC, as Landlord and David Kornitzer612, as Tenant in Apartment #1B located at 2001 Story Avenue, Bronx NY 10473.

If there shall be any conflict between any of the provisions of this Rider and any of the terms of the appended printed Lease, such conflict shall be resolved in each and every instance in favor of the provisions of this Rider.

Notwithstanding anything to the contrary contained herein, Tenants understand and acknowledge that the apartment is a "deregulated apartment" pursuant to New York City Rent and Evictions Regulation Section 2200.2 (f); Rent Stabilization Code Sect. 2520.11 and the Emergency Tenant Protection Act of 1974 Sect. 5 and 5-A. The apartment is not subject to any form, manner, or provision of rent regulation whatsoever. Accordingly, and in no way limiting the foregoing, Tenant acknowledges that Tenant has no rights (i) to the apartment other than as expressly set forth in the Lease (ii) arising other than directly from the Landlord and (iii) to renew this Lease upon expiration hereof.



David Kornitzer612 (Tenant)



Story Towers LLC (Landlord)





## Rider A

PROVISIONS OF THE PRINTED FORM OF LEASE NOTWITHSTANDING, THE PARTIES AGREE TO THE FOLLOWING DELETIONS, MODIFICATIONS, AND ADDITIONS:

"Rider annexed to and made part of the Lease Agreement between Story Towers LLC as Landlord ("Owner"), David Kornitzer612 as Tenant and New York City Housing Authority/HPD Dated: 12/01/2025

The provisions of this rider are hereby incorporated into and made part of the Lease whose date is indicated above between Story Towers LLC, having an address at 1649 61st Street, Brooklyn, NY 11204 ("Owner") and "Tenant", Tenant ("Tenant"), having an address at the subject known as 2001 Story Avenue #1B, Bronx NY 10473, to which this rider is annexed. If there is any conflict between the provisions of this rider and the remainder of the lease, the provisions of this rider shall govern.

### TERMINATION AND/OR SUSPENSION OF TENANT'S NEW YORK CITY HOUSING AUTHORITY/HPD SECTION 8 SUBSIDY

In the event that the tenant's New York City Housing Authority/HPD Section 8 subsidy is suspended and/or terminated due to the fault of the tenant and during the Lease term, the tenant will be responsible for the full contract rent effective immediately upon suspension and/or termination. The reasons for suspension and or termination include but are not limited to, failure to recertify and failure to allow access for inspection of the apartment.

IN WITNESS WHEREOF, Owner and Tenant have executed this Lease on the date first above written.



David Kornitzer612 (Tenant)  
LLC(Landlord)



Story Towers





## Rider C

### OVERNIGHT SUBLEASE PROHIBITION RIDER

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED 12/01/2025 BETWEEN Story Towers LLC (LANDLORD), AND David Kornitzer612 (TENANT) REGARDING APARTMENT 1B IN THE PREMISES LOCATED AT 2001 Story Avenue, Bronx NY 10473. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THE PROVISIONS OF THIS RIDER AND THE PROVISIONS OF THE LEASE TO WHICH THIS RIDER IS ANNEXED, THE PROVISIONS OF THIS RIDER SHALL GOVERN AND BE BINDING. THE PROVISIONS OF THIS RIDER SHALL BE CONSTRUED TO BE IN ADDITION TO AND NOT IN LIMITATION OF THE RIGHTS OF THE OWNER AND THE OBLIGATIONS OF THE TENANT.

This rider to the Lease, without limiting any of the Landlord's rights or remedies, further supplements and defines the requirements and prohibition maintained in the Lease by and between Landlord and Tenant, restricts all Tenants at Story Towers LLC from subletting (or renting) all or any portion of their apartment unit to a third party, whether for an overnight use or for the remainder of the lease term or for any short or long term duration, without the prior written consent of the landlord in each and every instance. This prohibition applies to overnight stays arranged on Airbnb.com or other similar internet sites.

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



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David Kornitzer612 (Tenant)



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Story Towers LLC(Landlord)



State of New York  
Division of Housing and Community Renewal  
Office of Rent Administration  
Website: www.nysdhcr.gov

**NOTICE TO TENANT  
DISCLOSURE OF BEDBUG**

**INFESTATION HISTORY**

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of tenant(s): **David Kornitzer612** Subject Premises: **2001 Story Avenue #1B, Bronx NY 10473**

Apt.#: **1B**

Date of vacancy lease: **12/01/2025**

**BEDBUG INFESTATION HISTORY**

(Only boxes checked apply)

- ☒ There is no history of any bedbug infestation within the past year in the building or in any apartment.
- ☐ During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the \_\_\_\_\_ floor(s).
- ☐ During the past year the building had a bedbug infestation history on the \_\_\_\_\_ floor(s) and it has not been the subject of eradication measures.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were employed.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were not employed.
- ☐ Other:



David Kornitzer612 (Tenant)



Story Towers LLC (Landlord)



# **WINDOW GUARDS** **REQUIRED LEASE** **NOTICE TO TENANT**

**THE CITY OF NEW YORK**  
**DEPARTMENT OF HEALTH AND**  
**MENTAL HYGIENE**

*You are required by law to have window guards in all windows if a child 10 years of age or younger lives in your apartment.*

*Your Landlord is required by law to install window guards in your apartment:*

- If a child 10 years or younger lives in your apartment.
- OR If you ask him/her to install window guards at any time (you need not give a reason).

*It is a violation of law to refuse, interfere with installation, or remove window guards where required.*

**CHECK WHICHEVER APPLY:**

- ☐ CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☐ NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☐ I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

**Apartment Address:** 2001 Story Avenue #1B, Bronx NY 10473



  
\_\_\_\_\_  
**David Kornitzer**612 (Tenant)

\_\_\_\_\_  
Date

**RETURN THIS FORM TO:**

Story Towers LLC  
1649 61st Street  
Brooklyn, NY 11204

**FOR FURTHER INFORMATION CALL:**

**Window Falls Prevention Program (212) 676-2162**





# Local Law 1 - NYC Lead Poisoning Prevention

## Law Information for Tenants

For additional information on lead poisoning, go to [www.nyc.gov/lead](http://www.nyc.gov/lead) or call 311.

### Fix Lead Paint Hazards: What Landlords Must Do and Every Tenant Should Know

#### Lead Can Cause Learning Problems

Lead is a poison often found in old paint. Peeling lead paint is the most common cause of lead poisoning in young children. Lead dust from peeling paint can land on window sills, floors, and toys. When children play on the floor and put their hands and toys in their mouths, they can swallow lead dust.

#### Preventing Lead Poisoning: What the Law Requires

In New York City, Local Law 1 of 2004 requires landlords to identify and fix lead paint hazards in the apartments of young children. This law applies to your apartment if:

- The building was built before 1960 (or between 1960 and 1978 if the owner knows that the building has lead paint), and
- The building has 3 or more apartments, and
- A child under the age of 6 lives in your apartment.

#### What Are Lead Paint Hazards?

- Dust from lead paint.
- Peeling or damaged lead paint.
- Lead paint on:
  - o Crumbling plaster or rotted wood.
  - o Doors and windows that stick or rub together.
  - o Window sills and any other surfaces that have been chewed on by children.

#### Things Landlords Must Do

- In buildings covered by Local Law 1, landlords must find out if any children younger than 6 years live in the building and inspect those apartments for lead paint hazards **every year**.
- Landlords must use safe work practices and trained workers when fixing lead paint hazards and when doing general repair work that disturbs lead paint.
- Local Law 1 requires landlords to use firms certified by the U.S. Environmental Protection Agency when disturbing more than 100 square feet of lead paint, replacing windows, or fixing violations issued by the New York City Department of Housing Preservation and Development (HPD).
- Landlords must repair lead paint hazards **before** a new tenant moves into an apartment.
- Landlords must keep records of all notices, inspections, repairs of lead paint hazards, and other matters related to the law. HPD may ask the landlord for copies of this paperwork.



Before repair work begins, landlords must ensure that trained workers:

- Post warning signs outside the work area.
- Tell tenants to stay out of the work area.
- Clean the work area with wet mops or HEPA vacuums.
- Remove all items that can be moved from the work area.
- Cover furniture that cannot be moved.



- Seal floors, doors, and other openings with plastic and waterproof tape.

**While repair work is going on**, landlords must make sure trained workers clean the work area every day with wet mops and HEPA vacuums.

**Landlords and contractors must NEVER dry-scrape or dry-sand lead paint.**

#### After repair work is finished, landlords must:

- Hire only trained workers to clean the work area with wet mops and HEPA vacuums.
- Hire a company or individual trained to take "clearance dust wipes" to make sure lead dust levels are below: 40 mcg/sf for floors, 250 mcg/sf for window sills, and 400 mcg/sf for window wells (mcg/sf = micrograms of lead per square foot). If levels are higher, clean-up must be repeated and the dust wipes taken again.
- Give copy of clearance dust wipe results to tenant.

#### Things Tenants Must Do

- Tenants must fill out and return the ANNUAL NOTICE form they receive each year from their landlord. This form tells your landlord if any children younger than 6 years live in your apartment.
- Wash floors, window sills, hands, toys, and pacifiers often.
- Remind your doctor to test your child for lead poisoning at ages 1 and 2. Ask the doctor about testing older children.
- If a child younger than 6 comes to live with you during the year or if you have a baby, you must notify your landlord in writing.

#### Tenants should also:

- Report peeling paint in your apartment to your landlord.
- Call 311 if your landlord does not fix peeling paint or if you think repair work is being done unsafely.

#### Call 311 to

- **Report unsafe work practices.**
- **Learn more about how to prevent lead poisoning.**
- **Find out where to get your child tested for lead poisoning, and for diagnosis and treatment information.**
- **Order more copies of this brochure or other materials on lead poisoning prevention.**

Owners of multiple dwellings (3 or more apartments) must give this brochure to tenants when they sign a lease or move into an apartment if the multiple dwelling was built before 1960, or was built between 1960 and 1978 if the owner knows that the building has lead paint. This brochure contains basic information about Local Law 1 of 2004 and is provided for your convenience only. For a copy of the law and applicable rules go to [nyc.gov/hpd](http://nyc.gov/hpd).