



DIVISION OF HOUSING AND COMMUNITY RENEWAL
92-31 UNION HALL STREET JAMAICA, NEW YORK 11433
Web Site: www.hcr.ny.gov

Electronic Lease Offer: Tenant's Voluntary Consent

General Instructions

Pursuant to Chapter 74 of the Laws of 2022 and Section 309 of the State Technology Law, owners of buildings and apartments subject to rent stabilization must obtain the voluntary consent of the tenant prior to the use of electronic records to execute a lease or renewal lease. The use of electronic records and signatures is voluntary and cannot be required by an owner.

The information entered on the Consent form must be consistent with the information entered in the lease offering to the tenant. Inconsistencies in information provided on this form and any future submissions to DHCR may be referred for internal review and appropriate administrative action.

Please refer to the Operational Bulletin 2022-1 (hcr.ny.gov/operational-bulletin-2022-1) for additional detailed information.

Filing Instructions

General:

Owners and tenants choosing to execute leases electronically along with all lawful riders, including but not limited to the New York City Rent Stabilized Lease Rider and/or the ETPA Standard Lease Addenda, will still be bound by the timeframes stipulated by the regulations pertaining to the window periods to offer and respond to a lease offering. Both parties will be required to retain proof of service and response as described in the Operational Bulletin 2022-1 to the electronic lease offering. Additionally, proof may be required in a proceeding before DHCR and/or the courts. **For specifics on the window periods, see DHCR Fact Sheet #4: Lease Renewal in Rent Stabilized Apartments.**

Please Note: The consent given in this form will apply to all subsequent lease renewal offers during the tenant's tenancy. Both owners and tenants retain the right to opt out of future electronic lease offerings by providing written notice to the other party. Should either the owner or tenant information change, both owners and tenants are required to provide written notice to the other party, and a new consent form should be completed.

BEFORE YOU COMPLETE THE FORM AND SERVE ON TENANT

Owners: This document should be completed by the owner and provided to the tenant to obtain the tenant's voluntary consent prior to/or concurrent with the electronic lease offering. The consent form must be signed by both parties and a copy must be provided to the tenant. Please retain a copy of all documents for your records. The Consent Form is **NOT** required to be served on the Office of Rent Administration.

Tenants: Please review the information entered by the owner before signing the "Tenant's Statement of Consent" and returning the form to the owner. For informational purposes only, this form has been translated into Español (Spanish), 中國 - 傳統 (Chinese - Traditional), Русский (Russian), Italiano (Italian), Kreyòl Ayisyen (Haitian-Creole), 한국어 (Korean), বাংলা (Bengali), יידיש (Yiddish), Polish (Polski) and Arabic (العَرَبِيّ), and can be found at the DHCR website: hcr.ny.gov

SECTION A (All Fields Must Be Completed by the Owner/Owner Representative)

Subject Apartment Address:

309 Gold Street	10E	Brooklyn, NY, 11201
Number/Street	Apt. No	City, State, Zip Code

Lease Offered to Tenant(s): Semehal Kidane and Ji Yu Kim (print name)


Lease Description: (Please select only one) ☒ Vacancy lease ☐ Renewal lease

Owner/Owner Representative Contact Information: (Please print)

Name(s): Brooklyn Princess LLC

Email Address:

Mailing Address: 1999 Marcus Avenue, Suite 310, Lake Success, NY 11042



Signed by Landlord, Authorized Signatory

Wed Sep 11 2024 11:03:15 AM EDT

Key: 6AE6F66A; IP Address: 47.21.61.74

(Owner/Owner Representative)Date

SECTION B (All Fields Must Be Completed by the Tenant)

Tenant Contact Information: (Please print)


Name(s): Semehal Kidane and Ji Yu Kim

Email Address: semhaly2003@gmail.com and jiyukim0430@gmail.com

Mailing Address: 13105 21st Dr SE, Everett, WA 98208 - US (If different from subject apartment address)

Tenant’s Statement of Consent


I hereby affirm that I have read this notice and voluntarily consent to an electronic lease offering and execution by the owner of the subject building and apartment.



5/9/2024

08:10 PM EDT

Semehal Kidane (Tenant)Date



5/8/2024

05:58 PM EDT

Ji Yu Kim (Tenant)Date

May 8, 2024

Dear Semehal Kidane and Ji Yu Kim:

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

Apartment: **10E**
Rent: **\$4,846.80**
Term: **1 year**
Lease Dates: **August 15, 2024 to August 14, 2025**
Source: _____

Note that no lease is binding until counter-signed by Owner. Approval is subject to our receipt of the following executed original documents together with the payments set forth below **within 48 hours**:


- | | |
|--|--|
| 1) REBNY Apartment Lease | 2) Electronic Lease Offer Rider |
| 3) Cover Letter | 4) W-8 / W-9 |
| 5) Concession Addendum | 6) Electronic Delivery Rider |
| 7) Fire Safety Acknowledgment Form | 8) NY Guarantor Agreement (if applicable) |
| 9) NYC Fire Safety Plan and Emergency Preparedness Guide | 10) Annexed Rider to Lease Agreement |
| 11) Bedbug Infestation History Disclosure | 12) Con Edison Consent Form |
| 13) Fitness Rider | 14) Moisture and Mold Rider |
| 15) Non Smoking Rider | 16) Occupancy Rider - No Air BnB |
| 17) Pet Policy Acknowledgement | 18) Pool Rider |
| 19) Smoke or Carbon Monoxide Detector | 20) Sprinkler Disclosure Lease Rider |
| 21) Stove Knob Covers | 22) Tax Benefits Rider 1 To Lease (Section 421-A RPTL) |
| 23) Tax Benefits Rider 2 To Lease (Section 421-A RPTL) | 24) Washer/Dryer Rider |
| 25) Window Guards | 26) DHCR Rider |
- 27) Payment in the form of certified check, bank check or money order for the following: **\$4,846.80** representing the first month's rent and **\$4,846.80** representing the security deposit payable to **Brooklyn Princess LLC** .

Sincerely,

Brooklyn Princess

Form W-9 (Rev. March 2024) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification ▶ Go to www.irs.gov/FormW9 for instructions and the latest information.	Give form to the requester. Do not send to the IRS.
Before you begin. For guidance related to the purpose of Form W-9, see Purpose of Form, below.		
Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Semehal Kidane	
	2 Business name/disregarded entity name, if different from above	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> LLC. Enter the tax classification (C=corporation, S=S corporation, P=Partnership) ▶ _____ Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ▶ _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions <input type="checkbox"/>	
	5 Address (number, street, and apt. or suite no.) See instructions. 309 Gold Street #10E	Requester's name and address (optional)
	6 City, state, and ZIP code Brooklyn, New York 11201	
7 List account number(s) here (optional)		

Part I	Taxpayer Identification Number (TIN)																																																		
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.																																																			
Note: If the account is in more than one name, see the instructions for line 1. See also What Name and Number To Give the Requester for guidelines on whose number to enter.	<table><tr><td colspan="10">Social security number</td></tr><tr><td>7</td><td>6</td><td>4</td><td>8</td><td>3</td><td>8</td><td>2</td><td>4</td><td>5</td><td></td></tr><tr><td colspan="10">or</td></tr><tr><td colspan="10">Employer identification number</td></tr><tr><td colspan="10"></td></tr></table>	Social security number										7	6	4	8	3	8	2	4	5		or										Employer identification number																			
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Part II	Certification
Under penalties of perjury, I certify that:	
<div>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</div> <div>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</div> <div>3. I am a U.S. citizen or other U.S. person (defined below); and</div> <div>4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.</div>	
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 for Part II, later.	
Sign Here	
	<div>5/9/2024 08:10 PM EDT</div>
Semehal Kidane (Signature of U.S. Person)	Date

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

STANDARD FORM OF APARTMENT LEASE
THE REAL ESTATE BOARD OF NEW YORK, INC.
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REBNY Apt. Stab. 2019 Rev 7.19

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

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

THIS LEASE is made on May 8, 2024
between Owner, Brooklyn Princess LLC
whose address is 1999 Marcus Avenue, Suite 310, Lake Success, NY 11042
and You, the Tenant, Semehal Kidane and Ji Yu Kim
whose address is 309 Gold Street #10E, Brooklyn, NY 11201.

1. APARTMENT AND USE Owner agrees to lease to You Apartment 10E in the Building at 309 Gold Street, Brooklyn, NY 11201, Borough of Brooklyn, City and State of New York.

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

2. LENGTH OF LEASE The term (that means the length) of this Lease is 1 year beginning on August 15, 2024 and ending on August 14, 2025.

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. RENT Your monthly rent for the Apartment is \$4,846.80 (four thousand eight hundred forty-six dollars and eighty cents) until adjusted pursuant to Article 4 below in addition to the monthly or weekly charge in consideration for Your use and occupation of the of building as set forth on any rider annexed to this Lease. 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, Tenant must pay when Tenant signs this Lease one (1) full months' rent and for the next full calendar month Tenant shall pay a prorated rent based on the number of days the Lease began after the first day of the month (for example, if the beginning date of this Lease is the 16th day of the month, Tenant would pay for fifteen (15) out of thirty (30) days, or one-half (1/2), of a full months' rent for the second calendar month). In any event, if the lease commencement date shall not occur on the first day of a calendar month, the term shall also include the remainder of the month in which the lease commencement date occurred. 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. Owner need not give notice each month to Tenant to pay the rent. Rent must be paid in full and no amount subtracted from it.

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

Pursuant to Real Property Law Section 238-a(2), You shall be obligated to pay a late fee if payment of rent has not been received within five days of the first day of each month. Late fee shall be the lesser of \$50.00 or five percent of the monthly rent in addition to legal interest at the maximum amount allowable at law. You will also be liable to pay all bank fees and charges for any check which is dishonored or returned.

5. SECURITY DEPOSIT You are required to give Owner the sum of \$4,846.80 (such amount not to exceed one (1) months' rent pursuant to The Housing Stability and Tenant Protection Act of 2019) when You sign this Lease as a security deposit, which is called in law a trust. Owner will deposit this security at JP Morgan Chase Bank, NA bank at 4 Metrotech Center, Floor 14, Brooklyn, NY 11245.

If the Building contains six or more apartments, the bank account will earn interest. If You carry out all of your agreements in this Lease, at the end of each calendar year Owner or the bank will pay to Owner 1% interest on the deposit for administrative costs and to You all other interest earned on the security deposit.

If You carry out all of your agreements in this Lease and if You move out of the Apartment and return it to Owner in the same condition it was in when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty, Owner will return to You the full amount of the Security Deposit and interest where applicable, within fourteen (14) days after the later of (i) the date this Lease ends, or (ii) the date You vacate the Apartment. However, if You are in default of Your obligations under this Lease and/or there are any damages to the Apartment beyond ordinary wear and tear or damage caused by fire or other casualty, Owner may keep all or part of the Security Deposit to cover missed rent payments, other losses or expenses incurred and reasonable repairs of such damage and Owner shall provide You with an itemized statement indicating the basis for the amount of the Security Deposit retained within the aforementioned fourteen (14) day period.

If Owner sells or leases the building, Owner will turn over your security, with interest, either to You or to the person buying or leasing (lessee) the building within 5 days after the sale or lease. Owner will then notify You, by registered or certified mail, of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to You for the security deposit. The new owner or lessee will become responsible to You for the security deposit.

6. IF YOU ARE UNABLE TO MOVE IN A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Lease. If this happens for reasons beyond Owner's reasonable control, Owner will not be responsible for Your damages or expenses, and this Lease will remain in effect. However, in such case, this Lease will start on the date when You can move in, and the ending date in Article 2 will be changed to a date reflecting the full term of years set forth in Article 2. You will not have to pay rent until the move-in date Owner gives You by written notice, or the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Lease as stated in Article 2, You may tell Owner in writing, that Owner has 15 additional days to let You move in, or else the Lease will end. If Owner does not allow You to move in within those additional 15 days, then the Lease is ended. Any money paid by You on account of this Lease will then be refunded promptly by Owner.

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

8. WARRANTY OF HABITABILITY

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

9. CARE OF YOUR APARTMENT; END OF LEASE; MOVING OUT

- A. At all times during the Term of this Lease, Tenant 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. Tenant shall, at Tenant's own cost and expense, make all repairs caused or occasioned by Tenant or Tenant's agents, contractors, invitees, licensees, guests or servants (collectively hereinafter "Tenant Parties"). In addition, Tenant shall promptly notify Owner and/or the Building Superintendent/Building Manager in writing upon the occurrence of any problem, malfunction or damage to the Apartment. Tenant 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 Tenant first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of Tenant.
- B. **Cleaning.** Tenant is required to use only non-abrasive cleaning agents in the Apartment. Tenant is responsible for damage done by use of any improper cleaning agents.
- C. If Tenant fails to maintain the Apartment or make a needed repair or replacement as required hereunder, Owner may hire a professional and make such maintenance, repairs or replacements at Tenant's sole cost and expense. Owner's reasonable expense will be payable by Tenant to Owner as additional rent within ten (10) business days after Tenant receives a bill from Owner
- D. When this Lease ends, Tenant must remove all of Tenant's movable property. Tenant must also remove at Tenant's own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment Tenant may have installed in the Apartment, even if it was done with Owner's consent. Tenant must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. Tenant has not moved out until all persons, furniture and other property of Tenant's is also out of the Apartment. If Tenant's property remains in the Apartment after this Lease ends, Owner may either treat Tenant as still in occupancy and charge Tenant for use, or may consider that Tenant has given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at Tenant's expense. Tenant agrees 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.
- E. Within a reasonable time after notification of either party's intention to terminate this Lease, unless Tenant provides less than two (2) weeks' notice of Tenant's intention to terminate, Owner shall notify Tenant in writing of Tenant's right to request an inspection before vacating the Apartment. Tenant shall have the right to be present at said inspection. Subject to the foregoing, if Tenant requests such inspection, the inspection shall be made no earlier than two (2) weeks and no later than one (1) week before the end of the tenancy. Owner shall provide at least forty-eight (48) hours written notice of the date and time of the inspection. After the inspection, Owner shall provide Tenant with an itemized statement specifying repairs, cleaning or other deficiencies that are proposed to be the basis of any deductions from the Security Deposit. If Tenant requests such inspection, Tenant shall be given an opportunity to remedy any identified deficiencies prior to the end of the tenancy (or, at Owner's sole option, if Tenant fails to remedy any such identified deficiencies, Owner may remedy such identified deficiencies at Tenant's sole cost and expense as described hereinafter). Any and all repairs or alterations made to the Apartment as a result of said inspection shall be at Tenant's sole cost and expense. Said repairs must be approved by Owner and shall be performed, at Owner's sole option by (i) licensed and adequately insured Tenant's contractors in a good and skillful manner with materials of quality and appearance comparable to existing materials and approved by Owner or (ii) by Owner's contractor(s).

10. CHANGES AND ALTERATIONS TO APARTMENT

- A. Tenant cannot build in, add to, change or alter, the Apartment in any way, including, but not limited to, installing, changing, or altering any paneling, wallpaper, flooring, "built in" decorations, partitions, railings, paint, carpeting, plumbing, ventilating, air conditioning, electric, or heating systems without first obtaining the prior written consent of Owner which may be withheld in Owner's sole discretion. If Owner's consent is given, the alterations and installations shall become the property of Owner when completed and paid for by Tenant. They shall remain with and as part of the Apartment at the end of the Term. Notwithstanding the foregoing, Owner has the right to demand that Tenant remove the alterations and installations at the end of the Lease Term, and in such case Tenant shall repair all damage resulting from said removal and restore the Apartment to its original condition, including any holes in the wall or

damage caused by the removal of any pictures, artwork or TV mounts hung by Tenant on the walls. Any and all work shall be performed by Tenant in accordance with the terms and conditions of this Lease and in accordance with all applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity. Tenant's contractor shall also supply, before performing any such work, a certificate of insurance naming Owner and the Building's managing agent (if applicable) as additional insured.

- B. Without Owner's prior written consent, Tenant 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, Tenant cannot place in the Apartment water-filled furniture.
- C. If a lien is filed on the Apartment or Building due to Tenant's fault, Tenant must promptly pay or bond the amount stated in the lien. Owner may pay or bond the Lien if Tenant fails to do so within ten (10) days after Tenant has written notice about the lien, in which case, Owner's costs shall be paid by Tenant as Additional Rent.

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

- A. **Government Laws and Orders.** You will obey and comply (1) with all present and future city, state and federal laws and regulations, including the Rent Stabilization Code and Law, which affect the Building or the Apartment, and (2) with all orders and regulations of Insurance Rating Organizations which affect the Apartment and the Building. You will not allow any windows in the Apartment to be cleaned from the outside, unless the equipment and safety devices required by law are used.
- B. **Owner's Rules Affecting You.** You will obey all Owner's rules listed in this Lease and all future reasonable rules of Owner or Owner's agent. Notice of all additional rules shall be delivered to You in writing or posted in the lobby or other public place in the building, Owner shall not be responsible to You for not enforcing any rules, regulations or provisions of another tenant's lease except to the extent required by law.
- C. **Your Responsibility.** You are responsible for the behavior of yourself, of your immediate family, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines, penalties 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 or the provisions and rules of this Lease.

12. OBJECTIONABLE CONDUCT As a tenant in the Building, You will not engage in nor permit family members, guests or invitees to engage in objectionable conduct. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their Apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other tenants in the Building. Objectionable conduct by You gives Owner the right to end this Lease.

13. SERVICES AND FACILITIES

- A. **Required Services.** Owner will provide cold and hot water and heat as required by law, repairs to the Apartment, as required by law, elevator service if the Building has elevator equipment, and the utilities, if any, included in the rent, as set forth in sub-paragraph B. You are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.
- B. The following utilities are included in the rent: Heat, Hot water and Cooking gas.
- C. 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 (sub metered) charge, your obligations are described in the Rider attached to this Lease. If electricity or gas is not included in the rent or is not charged separately by Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service if it is not included in the rent.
- D. **Appliances.** Appliances supplied by Owner in the Apartment are for your use. They will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of your negligence or misuse, You will pay Owner for the cost of such repair or replacement as additional rent.
- E. **Elevator Service.** If the elevator is the kind that requires an employee of Owner to operate it, Owner may end this service without reducing the rent if: (1) Owner gives You 10 days notice that this service will end; and (2) within a reasonable time after the end of this 10-day notice, Owner begins to substitute an automatic control type of elevator and proceeds diligently with its installation. All non-automatic passenger and service elevators shall be operated only by employees of Owner and must not in any event be interfered with by Tenants. The service elevators, if any, shall be used by servants, messengers and trades people for entering and leaving, and the passenger elevators, if any, shall not be used by them for any purpose. Nurses with children, however, may use the passenger elevators.
- F. **Storeroom Use.** If Owner permits You to use any storeroom, laundry or any other facility located in the building but outside of the Apartment, the use of this storeroom or facility will be furnished to You free of charge and at your own risk, except for loss suffered by You due to Owner's negligence. You will operate at your expense any coin operated appliances located in such storerooms or laundries.

14. INABILITY TO PROVIDE SERVICES Because of a strike, labor trouble, national emergency, repairs, or any other cause beyond Owner's reasonable control, Owner may not be able to provide or may be delayed in providing any services or in making any repairs to the Building.

In any of these events, any rights You may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

15. ENTRY TO APARTMENT During reasonable hours and with reasonable notice, except in emergencies, Owner may enter the Apartment for the following reasons:

- A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment and to make any necessary repairs or changes Owner decides are necessary. Your rent will not be reduced because of any of this work, unless required by law.
- B. To show the Apartment to persons who may wish to become owners or lessees of the entire Building or may be interested in lending money to Owner;
- C. For four months before the end of the Lease, to show the Apartment to persons who wish to rent it;

- D. If during the last month of the Lease You have moved out and removed all or almost all of your property from the Apartment, Owner may enter to make changes, repairs, or redecorations. Your rent will not be reduced for that month and this Lease will not be ended by Owner's entry.
- E. If at any time You are not personally present to permit Owner or Owner's representative to enter the Apartment and entry is necessary or allowed by law or under this lease, Owner or Owner's representatives may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, Owner or Owner's representative is negligent or misuses your property.

16. ASSIGNING; SUBLETTING; ABANDONMENT

- A. Assigning and Subletting. You cannot assign this Lease or sublet the Apartment without Owner's advance written consent in each instance to a request made by You in the manner required by Real Property Law §226-b. and in accordance with the provisions of the Rent Stabilization Code and Law, relating to subletting. Owner may refuse to consent to a lease assignment for any reason or no reason, but if Owner unreasonably refuses to consent to request for a Lease assignment properly made, at your request in writing, Owner will end this Lease effective as of thirty days after your request. The first and every other time you wish to sublet the Apartment, You must get the written consent of Owner unless Owner unreasonably withholds consent following your request to sublet in the manner provided by Real Property Law §226-b. Owner may impose a reasonable credit check fee on You in connection with an application to assign or sublet. If You fail to pay your rent Owner may collect rent from subtenant or occupant without releasing You from the Lease. Owner will credit the amount collected against the rent due from You. However, Owner's acceptance of such rent does not change the status of the subtenant or occupant to that of direct tenant of Owner and does not release You from this Lease.
- B. Abandonment. If You move out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended (except as provided by law following Owner's unreasonable refusal to con- sent to an assignment or subletting requested by You.) You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease subject to Real Property Law §227-e.

17. DEFAULT 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 other than Article 12 of this Lease;
- B. You do not take possession or move into the Apartment 15 days after the beginning of this Lease;
- C. You and other legal occupants of the Apartment move out permanently before this Lease ends.

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

If You do not stop or begin to correct a default in the Cure Period or if You or other legal occupants or guests engage in Objectionable Conduct as defined in this Lease, Owner shall give You a written notice that this Lease will end seven (7) days after the date the written notice is sent to You. At the end of the seven (7) day period, this Lease will end and You then must move out of the Apartment. If you fail to vacate on the date set forth in the termination notice, Owner shall commence an action or proceeding to recover possession. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of the term of this Lease set forth in Article 2 or any renewal thereof, the fair market value of your occupancy, if any, after the end of the Lease, and damages caused to Owner after that time as stated in Article 18 and as permitted by law.

If You do not pay your rent when this Lease requires, Owner or Owner's agent shall send you by certified mail a written notice stating the Owner or Owner's agent did not receive payment for rent within five (5) days of the date specified in the Lease. This does not waive, impair or modify Your obligation to pay rent by the first day of each month. If You fail to pay Owner the rent as demanded in a 14 day statutory written rent demand, Owner may commence an action or summary nonpayment eviction proceeding based upon the non-payment of rent.

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

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

- A. You must pay your rent until this Lease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.
- B. Once You are out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new tenant at a lesser rent or may charge a higher rent than the rent in this Lease. Notwithstanding the foregoing, if You vacate the Apartment in violation of the terms of this Lease, only then shall Owner use reasonable efforts to re-rent the Apartment at the lesser of the fair market value of the Apartment or the rent paid under this Lease pursuant to Real Property Law §227-e.
- 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 except to the extent limited by Real Property Law §227-e if applicable; 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 except in the event of a default judgment.
- D. You shall pay all damages due in monthly installments on the rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

19. ADDITIONAL OWNER REMEDIES If You do not do everything You have agreed to do, or if You do anything which shows that You intend not to do what You have agreed to do, Owner has the right to ask a court to make You carry out

your agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 17 and 18 of this lease.

20. FEES AND EXPENSES

- A. Owner's Right.** You must reimburse Owner for any of the following fees and expenses incurred by Owner:
1. Making any repairs to the Apartment or the Building, including any appliances in the Apartment, which result from misuse, omissions or negligence by Tenant, the permitted occupants of the Apartment, the Tenant Parties or any other visitors to the Apartment;
 2. Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concerning the Apartment or the Building which Tenant, the permitted occupants of the Apartment, the Tenant Parties, or any other persons who visit the Apartment or work for Tenant have caused;
 3. Preparing the Apartment for the next tenant if Tenant moves out of the Apartment before the Lease ending date without Owner's prior written consent;
 4. Any legal fees and disbursements for the preparation and service of legal notices; legal actions or proceedings brought by Owner against Tenant because of a default by Tenant under this Lease; or for defending lawsuits brought against Owner because of the actions of Tenant, the permitted occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment;
 5. Removing any of Tenant's property from the Apartment after this Lease is ended;
 6. Any miscellaneous charges payable to the Owner for services Tenant requested that are not required to be furnished Tenant under this Lease for which Tenant has failed to pay the Owner and which Owner has paid;
 7. All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Lease by Tenant, the permitted occupants of the Apartment, the Tenant Parties or any other persons who visit the Apartment or work for Tenant.

These fees and expenses shall be paid by You to Owner as additional rent 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 4 of this Article 20 has been stricken out of this Lease You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law§ 234.

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

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

22. FIRE OR CASUALTY

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

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

24. **SUBORDINATION CERTIFICATE AND 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.

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

26. BILLS AND NOTICE; ELECTRONIC SIGNATURES

- 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 (a) addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment or (b) sent to You electronically to an email address You have provided to Owner or an email address from which You communicated by email to Owner. The date of service of any written notice by Owner to You under this Lease 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.** An electronic signature on this Lease, rider or any renewal of Owner or Tenant shall be deemed an original document and a binding signature pursuant to the Electronic Signatures and Records Act of the State Technology Law.
- 27. NO SHORT-TERM RENTAL** Under no circumstances shall Tenant put a listing for the Apartment on Airbnb or for other similar short term rental (i.e., a rental for less than thirty (30) days), or use the Apartment for same. If Tenant does so, Owner has the right to immediately terminate this Lease.

TENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT. IF TENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION, AND THE RIGHT TO TERMINATE THIS LEASE ON SEVEN (7) DAYS' WRITTEN NOTICE TO TENANT WITHOUT ANY RIGHT TO A CURE PERIOD, AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS LEASE AND AT LAW OR EQUITY, TENANT SHALL ALSO BE RESPONSIBLE FOR ANY AND ALL FINES AND PENALTIES IMPOSED BY ANY GOVERNMENTAL OR QUASI-GOVERNEMENTAL AGENCY OR BODY.

28. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counter claim on any matters concerning this Lease, the relationship of You and Owner as Tenant and Landlord or your use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims for personal injury or property damage.

If Owner begins any court action or proceeding against You which asks that You be compelled to move out, You cannot make a counterclaim unless You are claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Building.

29. 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.

30. CONDITION OF THE APARTMENT; APARTMENT RENTED "AS IS" By signing this Lease Tenant acknowledges that Owner, Owner's representatives or superintendent has not made any representations or promises with respect to the Building or the Apartment except as herein expressly set forth. After signing this Lease but before Tenant begins occupancy, Tenant shall have the opportunity to inspect the Apartment with Owner or Owner's agent to determine the condition of the Apartment. If Tenant requests such inspection, the parties shall execute a written agreement before Tenant begins occupancy of the Apartment attesting to the condition of the Apartment and specifically noting any existing defects or damages. Before taking occupancy of the Apartment, Tenant has inspected the Apartment (or Tenant has waived such inspection) and Tenant accepts it in its present condition "as is," except for any condition which Tenant could not reasonably have seen during Tenant's inspection. Tenant agrees that Owner has not promised to do any work in the Apartment except as specified in a rider to be annexed hereto (if any) and made apart hereof.

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

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

32. DEFINITIONS

- A. Owner:** The term "Owner" means the person or organization receiving or entitled to receive rent from You or 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 sublessor 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.

33. 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.

34. PUBLIC ACCESS WAYS


- A. Tenant shall not block or leave anything in or on fire escapes, the sidewalks, entrances, driveways, elevators, stairways, or halls. Public access ways shall be used only for entering and leaving the Apartment and the Building. Only those elevators and passageways designated by Owner can be used or deliveries.
- B. Baby carriages, bicycles or other property of Tenant shall not be allowed to stand in the halls, passageways, public areas or courts of the Building.
- 35. LAUNDRY** Laundry and drying apparatus, if any, shall be used by Tenant in the manner and at the times that the superintendent or other representative of Owner may direct. Tenant shall not dry or air clothes on the roof, balcony, terrace or outside the windows of Apartment.
- 36. KEYS AND LOCKS** Owner may retain a pass key to the Apartment. At the end of this Lease, Tenant must return to Owner all keys either furnished or otherwise obtained. If Tenant loses or fails to return any keys which were furnished to Tenant, Tenant shall pay to Owner the cost of replacing them.
- 37. NOISE** Tenant, Tenant Parties and permitted occupants shall not make or permit any disturbing noises in the Apartment or Building or permit anything to be done that will interfere with the rights, comforts or convenience of other tenants and shall not play a musical instrument or operate or allow to be operated a phonograph, radio or television set so as to disturb or annoy any other tenant in the Building.
- 38. NO PROJECTIONS** An aerial may not be erected on the roof or outside wall of the Building without the written consent of Owner. Also, awnings or other projections shall not be attached to the outside walls of the Building or to any balcony or terrace.
- 39. NO PETS** Dogs or animals of any kind shall not be kept or harbored in the Apartment, unless in each instance it be expressly permitted in writing by Owner. This consent, if given, can be taken back by Owner at any time for good cause on reasonably given notice. Unless carried or on a leash, a dog shall not be permitted on any passenger elevator or in any public portion of the building. Also, dogs are not permitted on any grass or garden plot under any condition. BECAUSE OF THE HEALTH HAZARD AND POSSIBLE DISTURBANCE OF OTHER TENANTS WHICH ARISE FROM THE UNCONTROLLED PRESENCE OF ANIMALS, ESPECIALLY DOGS, IN THE BUILDING, THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH TENANT IS A MATERIAL REQUIREMENT OF EACH LEASE. TENANT'S FAILURE TO OBEY THIS RULE SHALL BE CONSIDERED A SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION BY TENANT UNDER THIS LEASE. OWNER MAY ELECT TO END THIS LEASE BASED UPON THIS VIOLATION.
- 40. MOVING** Tenant can use the elevator to move furniture and possessions only on designated days and hours. Owner shall not be liable for any costs, expenses or damages incurred by Tenant in moving because of delays caused by the unavailability of the elevator.
- 41. FLOORS** Apartment floors shall be covered with rugs or carpeting to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms and hallways. The tacking strip for wall-to-wall carpeting will be glued, not nailed to the floor.
- 42. COUNTERPARTS** This Lease may be executed in any number of identical counterparts and by scanned or facsimile signature, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.
- 43. GARBAGE, REFUSE AND RECYCLING** Tenant shall comply with the rules and regulations of the Building in all respects, including, but not limited to, those regarding garbage and recycling laws. Tenant shall not place any large articles outside of the Apartment except in compliance with the rules and regulations of the Building in all respects. Carpets, rugs or other articles shall not be hung or shaken out of any window of the Building. Tenant shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators or elevator shafts.
- 44. TERRACE/BALCONY (IF APPLICABLE)** All of the terms and conditions of this Lease apply to the terrace, balcony and/or backyard (as applicable). Tenant's use of the terrace or balcony must comply with any rules that may be provided to Tenant by Owner. Tenant shall clean the terrace or balcony and keep the terrace or balcony free from snow, ice, garbage and other debris. No cooking is allowed on the terrace or balcony except as may be otherwise permitted by law. Tenant may not install a fence or any addition on the terrace or balcony. Tenant is responsible for making all repairs to the terrace or balcony if caused by Tenant, the Tenant Parties or any other visitor to the Apartment, at Tenant's sole expense.
- 45. TOILETS/PLUMBING FIXTURES** The toilets and plumbing fixtures shall only be used for the purposes for which they were designed or built for. No feminine hygiene products or, sweepings, rubbish bags, acids may be discarded in the toilets or plumbing fixtures.
- 46. EMERGENCIES** Tenant will provide Owner with list of persons to contact in the event of an emergency. Emergencies include, but are not limited to: health and safety of Tenant or guests, water damage or fire, or unauthorized persons attempting entry into the Apartment without Owner's knowledge.
- 47. MOVING IN, VACATING APARTMENT AND TERMINATION**
- A. Should Owner become concerned with the inadequate care and/or supervision of Tenant's moving company's crew, Tenant shall instruct moving personnel to comply with Owner's reasonable request for added protection throughout the Apartment. All moving personnel must be fully insured and reasonable proof of such insurance must be supplied to Owner before moving will be permitted on or in the Apartment.
- B. In the course of Tenant's moving in, out or having items delivered to the Apartment, should there be any damage to the halls, doors or any other part of the Apartment or the Building, Tenant shall be responsible to pay for the repair of such damage.
- 48. LEAD BASED PAINT** Owner and Tenant shall sign and complete the lead-based paint and/or lead-based hazard disclosure annexed as a rider to this Lease.
- 49. WINDOW GUARDS** Simultaneously with the execution of this Lease, Tenant shall complete and deliver to Owner a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York annexed as a rider attached to this Lease. Tenant acknowledges that it is a violation of law to refuse, interfere with installation, or remove window guards where required.
- 50. BED BUG DISCLOSURE** Tenant and Owner shall sign and complete the disclosure of bedbug infestation history

- annexed as a rider attached to this Lease.
- 51. SPRINKLER DISCLOSURE** Tenant and Owner shall sign and complete the sprinkler disclosure annexed as a rider to this Lease.
- 52. OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS** Owner shall complete and deliver to Tenant the Occupancy Notice for Indoor Allergen Hazards annexed as a rider attached to this Lease. Owner acknowledges that it has delivered to Tenant “What Every Tenant Should Know About Indoor Allergens” and Tenant acknowledges receipt of such notice.
- 53. STOVE KNOB COVERS** Simultaneously with the execution of this Lease, Tenant shall complete and deliver to Owner the Annual Notice for Tenants in Multiple Dwelling Units with gas-powered stoves annexed as a rider attached to this Lease.
- 54. SMOKING POLICY** Owner has attached as a rider the smoking policy for the Building.

SIGNATURES CONTINUED ON NEXT PAGE


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

Brooklyn Princess LLC



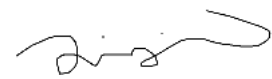
5/9/2024
08:16 PM EDT

Semehal Kidane (Tenant)Date



Signed by Landlord, Authorized Signatory
Wed Sep 11 2024 11:03:15 AM EDT
Key: 6AE6F66A; IP Address: 47.21.61.74

(Authorized Signatory)Date




5/9/2024
06:49 PM EDT

Ji Yu Kim (Tenant)Date

GUARANTY

The undersigned Guarantor [or Guarantors (hereinafter collectively referred to as “Guarantor”)] guarantees to Owner the strict payment performance of and observance by Tenant of all the agreements, provisions and rules in the attached Lease. Guarantor agrees to waive all notices when Tenant is not paying Rent and/or Additional Rent or not observing and complying with all of the provisions of the attached Lease. Guarantor agrees to be equally liable with Tenant so that Owner may sue Guarantor directly without first suing Tenant. The Guarantor further agrees that this guaranty shall remain in full effect even if the Lease is renewed, assigned, changed or extended in any way and even if Owner has to make a claim against Guarantor. Owner and Guarantor agree to waive trial by jury in any such action, proceeding or counterclaim brought against the other on any matters concerning the attached Lease or the Guaranty. Guarantor will pay reasonable attorneys’ fees, court costs and other expenses incurred by Owner in enforcing or attempting to enforce this Guaranty. This Guaranty shall be binding upon the Guarantor and shall inure to the benefit of the Owner, and their respective heirs, distributees, executors, administrators, successors and assigns. The Guarantors shall be jointly and severally liable under this Guaranty.

Guarantor further agrees that if Tenant becomes insolvent or shall be adjudicated a bankrupt or shall file for reorganization or similar relief or if such petition is filed by creditors of Tenant, under any present or future Federal or State law, Guarantor’s obligations hereunder may nevertheless be enforced against the Guarantor. The termination of the Lease pursuant to the exercise of any rights of a trustee or receiver in any of the foregoing proceedings, shall not affect Guarantor’s obligation hereunder or create in Guarantor any setoff against such obligation. Neither Guarantor’s obligation under this Guaranty nor any remedy for enforcement thereof, shall be impaired, modified or limited in any manner whatsoever by any impairment, modification, waiver or discharge resulting from the operation of any present or future operation of any present or future provision under the National Bankruptcy Act or any other statute or decision of any court. Guarantor further agrees that its liability under this Guaranty shall be primary and that in any right of action which may accrue to Owner under the Lease, Owner may, at its option, proceed against Guarantor and Tenant, or may proceed against either Guarantor or Tenant without having commenced any action against or having obtained any judgment against Tenant or Guarantor.

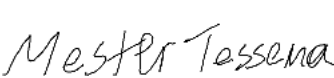


5/9/2024
08:44 PM EDT

Han Kyu Kim (Guarantor)Date

5805 Jarvis Ln, Bethesda, MD 20814

Address



5/10/2024
09:13 AM EDT

Mester Tessema (Guarantor)Date

14505 Meadow Rd Unit A, Lynnwood, WA 98087

Address



EXHIBIT B
STANDARD FORM OF APARTMENT
LEASE



The Real Estate Board of New York, Inc.

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ATTACHED OWNER'S RULES AND REGULATIONS WHICH ARE A PART OF THE LEASE AS PROVIDED BY ARTICLE 11

1. Public Access Ways

- a) Tenants shall not block or leave anything in or on fire escapes, the sidewalks, entrances, driveways, elevators, stairways, or halls of the Building. Public access ways shall be used only for entering and leaving the Apartment and the Building. Only those elevators and passageways designated by Owner can be used for deliveries.
- b) Baby carriages, bicycles or other property of Tenants shall not be allowed to stand in the halls, passageways, public areas or common areas of the Building.

2. Bathroom and Plumbing Fixtures The bathrooms, toilets and wash closets and plumbing fixtures shall only be used for the purposes for which they were designed or built; sweepings, rubbish bags, acids or other substances shall not be placed in them.

3. Refuse Carpets, rugs or other articles shall not be hung or shaken out of any window of the Apartment or Building. Tenants shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators or elevator shafts of the Building. Tenants shall not place any articles outside of the Apartments or outside of the Building except in safe containers and only at places designated by Owner.

4. 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 Tenants. The service elevators, if any, shall be used by servants, messengers and trades people for entering and leaving, and the passenger elevators, if any, shall not be used by them for any purpose.

5. Laundry Laundry and drying apparatus, if any, shall be used by Tenants in the manner and at the times that the superintendent or other representative of Owner may direct. Tenants shall not dry or air clothes on the roof.

6. Keys and Locks Owner may retain a pass key to the apartment. Tenants may install on the entrance of the Apartment an additional lock of not more than three inches in circumference. Tenants may also install a lock on any window but only in the manner provided by law. Immediately upon making any installation of either type, Tenants shall notify Owner or Owner's agent and shall give Owner or Owner's agent a duplicate key. If changes are made to the locks or mechanism installed by Tenants, Tenants must deliver keys to Owner. At the end of this Lease, Tenants must return to Owner all keys either furnished or otherwise obtained. If Tenants lose or fail to return any keys which were furnished to them, Tenants shall pay to Owner the cost of replacing them.

7. Noise Tenants, their families, guests, employees, or visitors shall not make or permit any disturbing noises in the Apartment or Building or permit anything to be done that will interfere with the rights, comforts or convenience of other tenants. Also, Tenants shall not play a musical instrument or operate or allow to be operated a CD player, radio or television set so as to disturb or annoy any other occupant of the Building.

8. No Projections An aerial may not be erected on the roof or outside wall of the Building without the written consent of Owner, in Owner's sole discretion. Also, awnings or other projections shall not be attached to the outside walls of the Building or to any balcony or terrace.

9. No Pets Dogs or animals of any kind shall not be kept or harbored in the Apartment, unless in each instance it be expressly permitted in writing by Owner. This consent, if given, can be taken back by Owner at any time for good cause on reasonably given notice. Unless carried or on a leash, pets shall not be permitted on any passenger elevator or in any public portion of the building. Also, pets are not permitted on any grass or garden plot under any condition. THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH TENANT IS A MATERIAL REQUIREMENT OF EACH LEASE. TENANT'S FAILURE TO OBEY THIS RULE SHALL BE CONSIDERED A MATERIAL BREACH BY TENANT UNDER THE LEASE AND OWNER MAY ELECT TO END THE LEASE BASED UPON THIS VIOLATION.

10. Moving Tenants can use the elevator to move furniture and possessions only on designated days and hours. Owner shall not be liable for any costs, expenses or damages incurred by Tenants in moving because of delays caused by the unavailability of the elevator.

11. Floors Apartment floors shall be covered with rugs or carpeting of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms and hallways. The tacking strip for wall-to-wall carpeting will be glued, not nailed to the floor.

12. Window Guards IT IS A VIOLATION OF LAW TO REFUSE, INTERFERE WITH INSTALLATION, OR REMOVE WINDOW GUARDS WHERE REQUIRED. (SEE ATTACHED WINDOW GUARD RIDER)

13. Odors Tenants shall not permit objectionable odors to emanate from the Apartment or the Building.

14. Smoke and Carbon Monoxide Detectors Tenants shall not remove batteries from smoke or carbon monoxide detectors or in any other way disarm them.

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MAY 8, 2024 BETWEEN BROOKLYN PRINCESS LLC (LANDLORD) AND SEMEHAL KIDANE AND JI YU KIM (TENANT) REGARDING APARTMENT 10E IN THE PREMISES LOCATED AT 309 GOLD STREET, BROOKLYN, NY 11201. 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.

CONCESSION ADDENDUM

It is hereby agreed and understood by all parties to the lease for Apartment #10E in the building known as and located at 309 Gold Street, Brooklyn, NY 11201 (the "Lease") to which this rider is attached and of which this rider is made a part, that all provisions of the Lease shall remain binding and in full effect and shall not be changed in any way except as stated herein.

It is further agreed and understood that the Lease shall commence on August 15, 2024 for a term of 1 year (the "Term" or the "Lease Term") and shall thereby terminate on August 14, 2025.

It is further agreed and understood that the monthly rent for the apartment is \$4,846.80 for each month during the Term of this Lease.

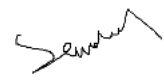
Notwithstanding the foregoing, provided that Tenant has not defaulted or is not in default of performing each and every of its obligations under the Lease, Landlord will allow Tenant a credit against the monthly fixed rent in the aggregate amount of \$4,846.80 (the "Rent Credit"). The Rent Credit shall be comprised of the following credits and applied against monthly fixed rent coming due as follows: (i) for the months of July 15, 2025 to August 14, 2025 at the rate of \$4,846.80 per month, until the aggregate amount of the Rent Credit is fully used up. However, if Tenant, at any time during the Term of the Lease, fails to comply with any covenant, condition or provision of the Lease then, in addition to all other damages and remedies to which Landlord may otherwise be entitled, Tenant shall no longer be entitled to receive any portion of the Rent Credit and Landlord shall also be entitled to the immediate repayment from Tenant of any portion of the Rent Credit previously taken by Tenant.

Should the Tenants choose to terminate this lease before the natural expiration of its term, they waive this offer of Rent Credit and will be held liable for any costs that may apply due to such early termination.

Landlord waives no other rights or claims under the Lease by granting this Rent Credit and all terms and conditions of the Lease remain in full force and effect, including the obligation of Tenants to pay rent on the first day of each month of the Lease Term in accordance with the terms of the Lease.

Approved and Accepted:

Brooklyn Princess LLC




5/9/2024

08:29 PM EDT

Semehal Kidane (Tenant)

Date



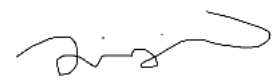
Signed by Landlord, Authorized Signatory

Wed Sep 11 2024 11:03:15 AM EDT

Key: 6AE6F66A; IP Address: 47.21.61.74

(Authorized Signatory)

Date



5/9/2024

06:56 PM EDT

Ji Yu Kim (Tenant)

Date

RIDER TO LEASE REGARDING ELECTRONIC DELIVERY


ADDITIONAL CLAUSES attached to and forming a part of that certain lease dated **May 8, 2024** between **Brooklyn Princess LLC** ("Landlord") and **Semehal Kidane and Ji Yu Kim** as Tenant(s) ("Tenant"), for Apartment **#10E** ("Apartment") in the premises located at **309 Gold Street, Brooklyn, NY 11201** ("Building") (collectively, the "Lease").

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 Landlord and the obligations of the Tenant. Tenant acknowledges that as a material inducement to Landlord to execute the Lease, Tenant agrees to each of the following:

1. Tenant agrees that Tenant's electronic signature is the legal equivalent of its manual signature on this Lease. Tenant's use of any other form of electronic signature, including but not limited to email or .pdf signatures shall constitute Tenant's signature, acceptance and agreement (hereafter referred to as "E-Signature") as if actually signed by Tenant in writing. Tenant agrees that its use of a key pad, mouse or other device to select an item, button, icon or similar act/action (e.g. selecting an "I Accept" icon or its equivalent) while using any sites or digital platforms operated by Landlord or Landlord's designee shall constitute Tenant's E-Signature and Tenant shall be legally bound by the terms and conditions of this Lease. Tenant also agrees that no certification authority or other third party verification is necessary to validate Tenant's E-Signature and that the lack of such certification or third party verification will not in any way affect the enforceability or validity of Tenant's E-Signature or any resulting contract or agreement between Tenant and Landlord.
2. Tenant specifically agrees to receive any and all Communications (defined below) electronically (including, but not limited to, by email to Tenant's email address designated below ("Tenant's Email Address")). Further, by signing below, Tenant voluntarily agrees and consents that service of any lease or renewal lease or summons, complaint, notice of petition or petition, or other legal process in any suit, action or proceeding (collectively, "Service") may be made by email to Tenant at Tenant's Email Address, and consents and agrees that such Service shall constitute in every respect valid and effective service, but nothing herein shall affect the validity or effectiveness of process served in any other manner permitted by law. Any and all Communications or Service sent by Landlord or its agents to Tenant shall be deemed delivered when sent to Tenant's Email Address and Tenant irrevocably waives any and all claims it may have against Landlord in law or equity to contest same. The term "Communications" shall be deemed to mean any bills, statements, notices, demands, requests, notices of any legal proceeding or action in connection with this Lease, including, without limitation, any other communications in connection with this Lease or relationship between Tenant and Landlord. Nothing contained herein shall mean that Landlord must provide any Communications electronically; Landlord may, at its sole option, alternatively deliver any Communications to Tenant traditionally should Landlord choose to do so.
3. Tenant acknowledges that, for its records, it is able to retain Communications, this Lease and any other agreements between Landlord and Tenant delivered electronically by printing and/or downloading and saving the same. Tenant agrees to print out or download this Lease, all Communications delivered electronically and all documents to which Tenant agrees by use of its E-Signature and to keep such printed copies for Tenant's records.
4. Tenant may request a paper version of any Communications delivered electronically. To request a paper copy of an Electronic Communication, contact Landlord in writing at **1999 Marcus Avenue, Suite 310, Lake Success, NY 11042**.
5. Tenant has the right to withdraw its consent to receive Communications electronically at any time since this service is offered as an accommodation to the Tenant for the Tenant's convenience. Tenant acknowledges that Landlord reserves the right to restrict or terminate Tenant's access to any of its sites or digital platforms if Tenant so withdraws its consent to receive Communications electronically. If Tenant wishes to withdraw its consent, it must be done in writing to Landlord at **1999 Marcus Avenue, Suite 310, Lake Success, NY 11042** by certified mail, return receipt requested.
6. Tenant's current email address is **semhaly2003@gmail.com, jiyukim0430@gmail.com**. Tenant agrees to promptly inform Landlord of any changes to its email address. Tenant may modify its email address by submitting a written notification to Landlord at **1999 Marcus Avenue, Suite 310, Lake Success, NY 11042**, by certified mail, return receipt requested. If there is more than one (1) Tenant named in the Lease, all Tenants agree and acknowledge that the sending of any Communication to the email address set forth in this paragraph is good and sufficient notice to all Tenants named in the Lease. Tenant understands that it is Tenant's s responsibility to ensure Landlord has been given Tenant's up-to-date email address and that it is in fact correct and accurate. Tenant further understands that it is solely responsible for ensuring its email address is functioning properly at all times and that Landlord has no liability for errors in transmission of the electronic notices other than addressing the electronic notices to the email address provided by Tenant. Notwithstanding the foregoing, the Tenant agrees to acknowledge all emails from the Landlord (such as an email acknowledgment), if requested to do so by the Landlord.
7. In order to receive and retain Communications electronically, Tenant may be required to install, maintain and/or operate necessary telephone lines, computers, access to the internet, internet browsers, software, connections and/or equipment. Landlord is not responsible for errors, failures or malfunctions in connection with any of the foregoing. Landlord is also not responsible for computer viruses or related problems associated with use of any online system or other digital platform. Without limiting the foregoing, by agreeing to the Lease, Tenant expressly represents that Tenant currently is, and will at all times be, able to satisfy and maintain the following minimum requirements:
 - A personal computer or other similar device (e.g., an iPad, a smartphone) that is capable of accessing the Internet.
 - An E-Mail account capable of receiving electronic correspondence and attachments thereto.
 - Software that enables Tenant to receive and access Portable Document Format or "PDF" files, such as Adobe Acrobat Reader® version 8.0 and above.
8. Tenant is fully aware of its right to discuss any and all aspects of this Lease and Rider with counsel of its choice. Tenant hereby acknowledges that (he/she) has carefully read and fully understands all of the provisions of this Lease and Rider, that (he/she) has had a reasonable period of time within which to consult with counsel or to otherwise consider the terms of this Lease and Rider and that (he/she) is voluntarily entering into this Lease and Rider and consents thereto.
9. If any provision of this Lease or Rider, or its application to any person or entity or circumstance, shall ever be held to be invalid or unenforceable, then in each such event the remainder of this Lease and Rider shall not be thereby affected, and each provision shall remain valid and enforceable to the fullest extent permitted by law.
10. Tenant's execution of this Rider is a material inducement to Landlord to enter into this Lease, and without such inducement Tenant acknowledges that Landlord would not have entered into this Lease. Any failure by Tenant to comply with the

- requirements of this Lease and Rider shall be deemed a material breach of this Lease and Rider, for which Landlord shall be entitled to any and all of its remedies in accordance with the terms, conditions and covenants of this Lease and Rider.
11. Tenant shall promptly reimburse Landlord, as additional rent, for all legal fees and any other expenses and costs incurred by Landlord in connection with any dispute or action in connection with this Lease or Rider (including, but not limited, any action by Landlord in connection with the collection of sums owed to Landlord under this Lease or Rider).
12. This Lease and Rider is a result of an arm's length negotiation between the parties. This Lease and Rider shall be construed in accordance with its plain meaning and shall not be construed for or against any party on account of the role of any party or its counsel in the drafting of this Lease and Rider.
13. The failure of Landlord to seek redress for violation of, or to insist upon the strict performance of, any covenant or condition of this Lease or Rider shall not be construed as a waiver or relinquishment for the future performance of such obligations of this Lease or Rider, or of the right to exercise such election.
14. Tenant understands that Landlord's policy on the use of electronic notices is subject to change by Landlord at any time in its sole discretion.
15. This Rider shall be incorporated into and be deemed a part of this Lease.

Brooklyn Princess LLC

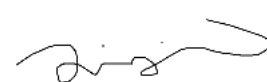


5/9/2024

08:17 PM EDT

Semehal Kidane (Tenant)

Date




5/9/2024

06:56 PM EDT

Ji Yu Kim (Tenant)

Date



Signed by Landlord, Authorized Signatory

Wed Sep 11 2024 11:03:16 AM EDT

Key: 6AE6F66A; IP Address: 47.21.61.74

(Authorized Signatory)


Date

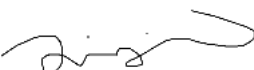
BUILDING: 309 Gold Street APARTMENT 10E
TENANT(S): Semehal Kidane and Ji Yu Kim DATE OF LEASE: May 8, 2024

FIRE SAFETY ACKNOWLEDGEMENT FORM

I/we hereby acknowledge receipt of the attached fire safety plan in connection with my/our renting of Apartment 10E at the premises known as Brooklyn Princess, 309 Gold Street, Brooklyn, NY 11201, pursuant to a lease dated May 8, 2024 and acknowledge that there is a working dual smoke detector/carbon monoxide unit in my apartment.

READ, AGREED AND ACCEPTED


Semehal Kidane (Tenant) 5/9/2024 08:17 PM EDT Date



Ji Yu Kim (Tenant) 5/9/2024 06:57 PM EDT Date

ADDITIONAL CLAUSES ATTACHED TO AND FORMING PART OF THAT CERTAIN LEASE DATED MAY 8, 2024 BETWEEN BROOKLYN PRINCESS LLC, (Owner) AND SEMEHAL KIDANE AND JI YU KIM, TENANT(S) OF APARTMENT 10E IN THE PREMISES LOCATED AT 309 GOLD STREET, BROOKLYN, NY 11201. IN THE EVENT OF ANY INCONSISTENCY BETWEEN THIS RIDER AND THE LEASE TO WHICH IT IS ANNEXED, 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.

GUARANTY OF RESIDENT OBLIGATIONS

GUARANTY:

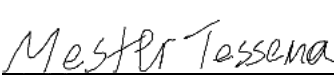
- Strict Performance of Lease** The undersigned Guarantor(s) guarantee(s) to Owner the strict performance of and observance by tenant of all the agreements, provisions and rules in the attached lease. Guarantor(s) agree(s) to waive all notices when Tenant is not paying rent or not observing and complying with all of the provisions of the attached Lease. Guarantor(s) agree(s) to be equally liable with Tenant so the Owner may sue Guarantor(s) directly without first suing Tenant. The Guarantor(s) further agree(s) that his guaranty shall remain in full effect even if the Lease is renewed, changed or extended in any way and even if owner has to make a claim against the Guarantor(s). Owner and Guarantor(s) agree to waive trial by jury in any action, proceeding or counterclaim brought against the other on any matters concerning the attached Lease or the Guaranty.
- Binding upon Guarantor(s), representatives, assigns & successors** This Guaranty is binding upon the guarantor(s), his legal representative and assigns, and is binding upon and shall inure to the benefit of the Landlord, its successors and assigns. No assignment or delegation by the Guarantor shall release the Guarantor(s) of his/their obligations under this Guaranty. The term "Tenant" used in this Guaranty includes also the first and any successive assignee or sublessee of the tenant.
- Action subject to State of New York's jurisdiction** The undersigned Guarantor(s) further agrees that any action upon or arising out of this Guaranty may be brought in the Court(s) of the State of New York and that the Guarantor(s) will submit to the State of New York's jurisdiction. Guarantor agrees to be subject to New York County venue for the purpose of any action brought under this Guaranty.
- Service of process** The Guarantor also agrees that service of process in any action upon or arising out of this Guaranty may be made by first class mail, postage pre-paid, pursuant to the New York Civil Practice Law and Rules Section 312-a.



5/9/2024
08:50 PM EDT

Han Kyu Kim (Guarantor)

Date



5/10/2024
09:14 AM EDT

Mester Tessema (Guarantor)

Date

PART I -- BUILDING INFORMATION SECTION
NEW YORK CITY APARTMENT BUILDING
EMERGENCY PREPAREDNESS GUIDE
BUILDING INFORMATION
Brooklyn Princess
Brooklyn, NY 11201

BUILDING REPRESENTATIVE:
LALEZARIAN DEVELOPERS INC
1999 MARCUS AVENUE STE 310
LAKE SUCCESS, NY 11042

BUILDING INFORMATION:

Year of Construction:	<u>2014</u>
Type of Construction:	<u>Non-Combustible</u>
Number of Floors:	<u>36</u> floors above grade, <u>1</u> floor/s below grade
Sprinkler System:	<u>Yes; Entire Building</u>
Fire Alarm:	<u>Yes; Transmitted to Fire Department via alarm company</u>
Manual Pull Station Locations:	<u>LOBBY</u>
Emergency Voice Communication System:	<u>No</u>
Public Address System:	<u>Yes</u>

Means of Egress:

Type of Egress	ID	Location	Leads To
ENCLOSED INTERIOR STAIRWELL	STAIR A	HALLWAY END	ROOF TO LOBBY
ENCLOSED INTERIOR STAIRWELL	STAIR B	HALLWAY END	ROOF TO REAR JOHNSON ST GRGE/PRINCE ST
ENCLOSED INTERIOR STAIRWELL	STAIR B	CELLAR TO LOBBY	JOHNSON ST GRGE/PRINCE ST
ENCLOSED INTERIOR STAIRWELL	STAIR C	2ND FLR GARAGE	PRINCE ST
ENCLOSED INTERIOR STAIRWELL	STAIR C	CELLAR IN GARAGE	PRINCE ST
ENCLOSED INTERIOR STAIRWELL	STAIR D	2ND FLR GARAGE	PRINCE ST
ENCLOSED INTERIOR STAIRWELL	STAIR D	CELLAR IN GARAGE	PRINCE ST

Other Information: _____

Prepared: August 2, 2021

PART II - FIRE AND EMERGENCY PREPAREDNESS INFORMATION
NEW YORK CITY
APARTMENT BUILDING
EMERGENCY PREPAREDNESS GUIDE

For Apartment Building Residents and Staff

Contents

- 1. EMERGENCY PREPAREDNESS BASICS
 - A. Stay Informed/311 and Emergency Notification Systems
 - B. Sheltering in Place
 - C. When to Evacuate/Emergency Shelter
 - D. Reconnecting With Your Family
- 2. PEOPLE WHO NEED ASSISTANCE
 - A. If You Need Help
 - B. If You Can Provide Help
- 3. READINESS SUPPLIES (FOR HOME EMERGENCIES AND YOUR GO BAG)
 - A. Home Emergency Supply Kit
 - B. Go Bag
- 4. HOME SAFETY AND FIRE PREVENTION
 - A. Home Safety Devices
 - B. Safe Home Heating
 - C. Fire Prevention Tips
 - D. Extinguishing a Small Fire
- 5. KNOW YOUR BUILDING
 - A. Building Construction
 - B. Fire Protection Systems
 - C. Getting Out Safely (Means of Egress)
 - D. Apartment Identification and Fire Emergency Markings
- 6. WHAT TO DO IN A FIRE OR NON-FIRE EMERGENCY
 - A. Fires
 - B. Medical Emergencies
 - C. Utility Emergencies
 - D. Weather Emergencies
 - E. Hazardous Materials Emergencies
 - F. Building Explosions/Collapse
 - G. Terrorism
- 7. EMERGENCY PREPAREDNESS RESOURCES

This emergency preparedness guide has been developed by the New York City Fire Department for distribution to apartment building residents and staff.

It is designed to educate you about your building and what you and the members of your household can do to prepare for emergencies, prevent fires and protect yourselves during a fire or non-fire emergency.

If you receive this guide from the building owner or manager. it will include a Building Information Sheet prepared by the building owner describing the construction of your building, building fire protection systems and exits, and other information that will inform your emergency planning.

1. EMERGENCY PREPAREDNESS BASICS

- A. Stay Informed/Emergency Notification Systems
- B. Sheltering In Place/Emergency Supply Kit
- C. When To Evacuate/Emergency Shelter
- D. Reconnecting With Your Family

A. Stay Informed/Emergency Notification Systems

- 1. Notify NYC is the City's official source of emergency information, including weather emergencies and subway and road closures.
- 2. Sign up for free emergency alerts or to download the Notify NYC application for mobile applications.
- 3. Visit NYC.gov/notifynyc, call 311 (for Video Relay Service: 212-639-9675; for TTY: 212-504-4115), or follow @NotifyNYC on Twitter
- 4. During an emergency, follow instructions from on-scene emergency responders or, if the emergency is not at your building, monitor NotifyNYC, local radio, television and internet news services for the latest information, including information about emergency shelter.

B. Sheltering in Place

- 1. During some emergencies, officials may advise you to stay where you are (shelter in place). Generally, this means that it is safest for you to remain in your apartment while firefighters put out a fire or emergency responders clear a nearby hazard.
- 2. The emergency procedures discussed in this Guide (see Section 6, What to Do in a Fire or Non-Fire Emergency) will explain when to leave and when to shelter in place. In all cases, follow the instructions of on-scene police, firefighters or other emergency responders.
- 3. If an emergency requires that you shelter in place, do not leave your place of safety to pick your children up from school until the danger has passed and shelter-in-place orders have been lifted. Schools have their own shelter-in-place procedures. You will only endanger yourself by leaving a safe area during the emergency.
- 4. For weather emergencies and other emergencies that may require that you stay at home for several days, keep an emergency supply kit. See Section 3(A), Home Emergency Supply Kit.

C. When to Evacuate/Emergency Shelter

- 1. Evacuate immediately when you:
 - Are in immediate danger.
 - Are in a type of building in which evacuation is recommended and you can safely do so. See Section 7(A).
 - Are instructed to do so by an on-scene emergency responder.
 - Are ordered to do so by the Mayor or other public authority.
- 2. If you must evacuate your building or are directed by authorities to evacuate, make arrangements to stay with friends or family. During a coastal storm evacuation, the City and/or its partners will open evacuation centers throughout the five boroughs. Know which evacuation center is closest to you by visiting NYC.gov/knowyourzone, or calling 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115).

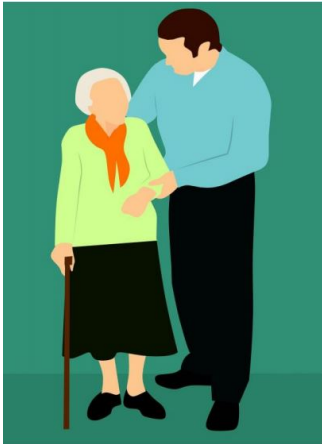
D. Reconnecting With Your Family

- Discuss with your family and household members where to meet if you have to evacuate your building and cannot return.
- 1. Identify two places to meet: one near your home and one outside your neighborhood.
 - 2. Designate an out-of-area friend or relative who household members can call if separated during a disaster. Long-distance calls may be easier to make than local calls. This out-of-area contact can help you communicate with others.

2. PEOPLE WHO NEED ASSISTANCE

A. If you need help

- 1. If you will have difficulty leaving the building (or going elsewhere once you are out of the building) without assistance, make a plan in advance and identify people who could help you.
 - If you live alone, or your household members work or are not capable of assisting you, consider asking neighbors to help you down the stairs (in case of fire or power failure). Keep their telephone numbers and other contact information handy.
 - If you rely on the elevator for evacuation, ask the building owner or manager if they will notify you in advance before they take the elevator out of service during an emergency (or for maintenance in normal circumstances).
 - If your building has staff, ask your building owner or manager if the staff can alert emergency responders and/or assist you, if possible.
 - Take into consideration the factors outlined in Section 6(A)(2) Evacuation Assistance.
- 2. Keep a whistle in your apartment or bang pots together in case you need to signal to neighbors or others that you need assistance.
- 3. Prepare and have ready a written note explaining your communication needs if you will need assistance



understanding others or others will need assistance understanding you. If you communicate in writing, purchase and keep a portable white board, chalk board or other personal communications device.

4. If you use a scooter or wheelchair, know the size and weight of your device, and whether it is collapsible, to assist in making transportation arrangements.

B. If you can provide help

1. Be a caring neighbor. During an emergency, if safe to do so, check on neighbors who may need assistance, especially seniors and persons with disabilities, who may need to be warned.
2. If you can safely do so and are physically able, assist a neighbor in evacuating a building. Do not use elevators during a fire. See Section 6(A), Evacuation Assistance.
3. When providing assistance, listen carefully to what your neighbor has to say about how they should be lifted or moved.

3. READINESS SUPPLIES (FOR HOME EMERGENCIES AND YOUR GO BAG)

A. Home Emergency Supply Kit

Keep enough supplies in your home to survive for up to seven days. Below are suggested items to keep in an easily accessible container (replace expired items from time to time):

- One gallon of drinking water per person per day
- Nonperishable, ready-to-eat canned foods and manual can opener
- First aid kit
- Flashlight
- Battery-operated AM/FM radio and extra batteries
- Whistle to signal for help from neighbors
- Personal hygiene items: soap, feminine hygiene products, toothbrush, toothpaste, etc.
- Cell phone charging cord and portable battery pack
- Child care supplies or other special care items
- Pet food and supplies
- At least a week's supply of any medication or medical supplies you use regularly
- Spare eyeglasses or contact lens supplies
- Extra batteries for hearing aids
- Back-up equipment or extra supplies for any other home medical or communication devices



B. Go Bag

Your Go Bag should be sturdy and easy to carry, like a backpack or a small suitcase on wheels. You'll need to customize your Go Bag for your personal needs, but some of the important things you need in your Go Bag include:

- Copies of your important documents in a waterproof and portable container (insurance cards, birth certificates, deeds, photo IDs, proof of address, etc.)
- Extra set of car and house keys
- Copies of credit/ATM cards
- Cash (in small bills)
- Bottled water and nonperishable food, such as energy or granola bars
- Flashlight
- Battery-operated AM/FM radio
- Extra batteries/chargers
- Medical items, including:
 - First-aid kit
 - At least a week's supply of any medication or medical supplies you use regularly
 - Medical insurance, Medicare and Medicaid cards
 - A list of medications (and dosages)
 - Names of physicians and contact information
 - Information about medical conditions, allergies and medical equipment.
- Toiletries
- Notepad and pen
- Contact and meeting place information for your household
- Lightweight raingear and blanket
- Items to comfort or distract you, such as a book or deck of cards
- Child care supplies, including games and small toys.
- For pets and service animals:
 - A current color photograph of your pet or service animal (or even better, one of you together, in case you are separated)
 - Name of veterinarian and contact information
 - Ownership, registration, microchip and vaccination information.
 - Food and water dishes
 - Leash and (if needed) muzzle
 - Cotton sheet to place over carrier to help keep your pet or service animal calm
 - Plastic bags for clean-up



4. HOME SAFETY AND FIRE PREVENTION

- Home Safety Devices
- Safe Home Heating
- Fire Prevention Tips
- Extinguishing Small Fires

You can prevent a fire or other emergency by making sure your home is protected by working home safety devices, by heating your home safely, and by preventing fires before they start.

A. Home Safety Devices

1. Smoke and carbon monoxide alarms
 - Make sure you have smoke alarms (also called smoke detectors) and carbon monoxide alarms in your apartment. New York City law requires landlords and other owners to install smoke and carbon monoxide alarms within 15 feet of the entrance to each sleeping room and in the basement. (New buildings must also have one within each sleeping room.)
 - Combined smoke/carbon monoxide alarms may be used.
 - Make sure the alarms are still working. Tenants are responsible for maintaining the smoke and carbon monoxide alarms in their apartments.
 - Test the devices at least once a month by pressing the test button.
 - Newer models are powered by electricity or have a built-in 10-year battery.
 - Older models have removable batteries. Replace the batteries at least twice a year (when you change the clocks in the spring and fall is a good time). Replace the battery right away if the alarm makes a sound that indicates that the battery is low.
 - Smoke and carbon monoxide alarms must be replaced in accordance with the manufacturer's recommendation, but at least once every 10 years.
2. Assistive devices
 - If you or a member of your household is deaf or has limited hearing, consult with the building owner or manager regarding installation of smoke/carbon monoxide detector devices that activate a visual (strobe) or tactile (vibration) alert.
 - For more information, see Section 7, Emergency Preparedness Resources.



B. Safe Home Heating

1. Call 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115) for a fire inspection if you are unsure your heat source is safe.
2. If you need a portable heater, only use portable electrical heaters approved for indoor use (with enclosed heating elements). Do NOT use your stove or oven to heat your apartment. Do NOT use kerosene or propane heaters, which are dangerous and illegal for indoor use in New York City.
3. Check the power current required to operate the portable heater. Make sure that it can safely operate on a standard household electrical circuit. See Section 4(C), Fire Prevention Tips.
4. Check the heater from time to time when it is on, and turn it off when you leave the apartment or when you go to sleep. Never leave children alone in a room when a portable space heater is on.
5. Keep all household materials that can catch on fire, including furniture, drapes, carpeting and paper, at least three feet away from the heat source. Never drape clothes over a space heater to dry.

C. Fire Prevention Tips

1. Discarded, accidentally left lit and carelessly handled cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa or other upholstered furniture. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
2. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
3. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your stove and oven are off.
4. Monitor coffee pots, hot plates and other electrical devices with heating elements. Don't leave them on when not needed. Make sure to turn them off at night or when no one is home.
5. Never plug too many devices into electrical outlets. Most household outlets provide 15 amperes of electrical current, except outlets designated for large household appliances or air conditioners. Do not operate household equipment, including microwaves, toasters, coffee pots, hot plates and other devices that use a significant amount of current on the same electrical outlet without first checking the amount of current they use.
6. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
7. Keep all doorways, and all windows leading to fire escapes, free of obstructions.
8. Report to the building owner or manager any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
9. Window gates should be installed only when absolutely necessary for security reasons. Install only Fire Department-approved window gates.
 - Do not install window gates with key or combination locks. A delay in finding or using the key or combination could cost lives.
 - Familiarize yourself and the members of your household with the operation of the window gate.
 - Maintain the window gate's operating mechanism so it opens smoothly. Don't place any furniture or personal items where they would prevent the window gates from opening.
10. Familiarize yourself and members of your household with the location of all building stairwells, fire escapes and

exits and the route to get to them.

- 11. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
- 12. Exercise care in the use and placement of fresh cut decorative greens, including Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including candles and fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.
- 13. Never use a propane, charcoal or other portable grill indoors.
- 14. Decorative fireplaces that use liquid alcohol or other flammable liquid are a potential fire hazard. The liquid is easy to spill and quick to ignite. See Section 7, Emergency Preparedness Resources, for more information.

D. Extinguishing a Small Fire

- 1. You are not expected to put out a fire once it has spread. Instead:
 - Get everyone out of the apartment.
 - Leave immediately and close the apartment door behind you. (This is very important.)
 - Report the fire by calling 911 as soon as you reach a safe location. (If your building has a fire alarm system, use the manual pull station to activate the fire alarm as you leave the building.)
 - Notify any building staff.
- 2. For a fire that has not spread, you can use a portable fire extinguisher. Standard ABC-type (dry chemical) portable fire extinguishers are designed for household fires, except for stove-top fires. Cover the pan or pot and/or use a baking soda or wet portable fire extinguisher (labeled Class K) for stove-top grease/oil fires.
- 3. To use a portable fire extinguisher, remember P.A.S.S.:
 - Pull
 - Aim
 - Squeeze
 - Sweep



5. KNOW YOUR BUILDING

Learn about your building's construction and types of fire protection systems. This will help you make informed decisions in the event of a fire or non-fire emergency in your building.

- Building construction: Is your building made of fireproof (non-combustible) material or non-fireproof (combustible) material?
- Building fire protection systems: Is your building protected by a sprinkler system? Does it have a fire alarm system or a building communications system?
- Getting out safely (means of egress): How can I get out of the building in case of emergency? Where do the stairwells and other exits leave me: on the street, in the lobby, in the rear yard or other location?

Review the Building Information Sheet you receive from your building owner. Owners of apartment buildings (three or more apartments) are required to prepare and distribute a Building Information Sheet and New York City Apartment Building Emergency Preparedness Guide to all residents and building staff. They are also required to post an Emergency Preparedness Notice on the inside of your apartment entrance door, and in the lobby or common area.

A. Building Construction

- 1. Non-Combustible Buildings. A "non-combustible" or "fireproof" building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to fire and therefore will not contribute to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or part thereof in which they start and less likely to spread beyond the building walls to other apartments and floors.
- THIS DOES NOT MEAN THAT A NON-COMBUSTIBLE BUILDING IS IMMUNE FROM FIRE. While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke and carbon monoxide, which can travel throughout the building, especially if apartment or stairwell doors are left open.
- 2. Combustible Buildings. A "combustible" or "non-fireproof" building has a wood or other structure that will burn if exposed to fire. A fire that spreads from the burning contents of an apartment into the building walls can spread within the walls and endanger the entire building.



Check the Building Information Sheet for your building to see whether it is combustible or non-combustible construction.

B. Fire Protection Systems

Regardless of the type of construction it is, your building may be protected by fire protection systems that detect and/or help prevent fires, and provide early warning to building occupants.

1. Fire Separations. Most apartments have sheetrock walls and ceilings and fire-rated metal doors. Many buildings also have enclosed stairwells (enclosed within their own walls and doors). Sheetrock and fire-rated doors are “passive” fire protection systems designed to contain the fire for some amount of time, to allow the Fire Department to respond and extinguish the fire and rescue building occupants.
 - ALWAYS close the door to your apartment as you leave if there is a fire in the apartment. LEAVING THE APARTMENT DOOR OPEN WHEN THE APARTMENT IS ON FIRE ALLOWS THE FIRE TO SPREAD OUTSIDE OF THE APARTMENT.
 - NEVER block/chock open stairwell doors. Stairwell doors should be kept closed at all times.
2. Sprinkler Systems. A sprinkler system is designed to extinguish a fire by spraying water on it. A sprinkler head on the ceiling detects the heat of a fire and automatically releases the water from the pipe in the ceiling. It also sounds an alarm at street level, or, in most newer buildings, transmits an alarm to a fire alarm company central monitoring station.
 - Sprinklers are good at preventing a fire from spreading, but the fire may still generate a large quantity of smoke. Smoke spread can be life-threatening to other building occupants. Always close the apartment door as you leave.
 - Apartment buildings constructed since 2000 generally are protected by a sprinkler system. Earlier buildings generally do not have a sprinkler system throughout the building. Some have partial sprinkler systems in open stairwells, compactor rooms or other areas.



3. Emergency Voice Communication Systems. Most high-rise apartment buildings constructed since 2009 that are taller than 12 stories or 125 feet are equipped with a building-wide emergency voice communication system that allows Fire Department personnel to make announcements in the stairwells and in each dwelling unit from a central location, usually the building lobby.
4. Fire Alarm Systems. All apartment buildings have smoke alarms and carbon monoxide alarms in individual apartments (see Home Safety Devices, Section 4(a) above). These alarms are not connected to a building fire alarm system and do not automatically notify a fire alarm company central station; they only sound in the apartment.

Some buildings have fire alarm systems, but they may be limited in the areas they cover and may not activate an alarm throughout the building.

- Most apartment buildings built since 2009 have a building fire alarm system, but it is limited to smoke detection in mechanical and electrical rooms. Any alarm in those rooms is automatically transmitted to a fire alarm company central monitoring station, which notifies the Fire Department.
- Some older buildings have an interior fire alarm system with loudspeakers designed to warn building occupants of a fire in the building and manual pull stations that can be used to activate the fire alarm system. The manual pull stations are usually located near the main entrance and by each stairwell door. The manual pull stations generally do not automatically transmit a signal to a fire alarm company central monitoring station.

If you see or hear any of these devices sound an alarm, call 911. Do not assume that the Fire Department has been notified.

5. Public Address Systems

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

Check the Building Information Sheet for your building to see whether there is a sprinkler system, fire alarm system, emergency voice communication system or public address system in your building.

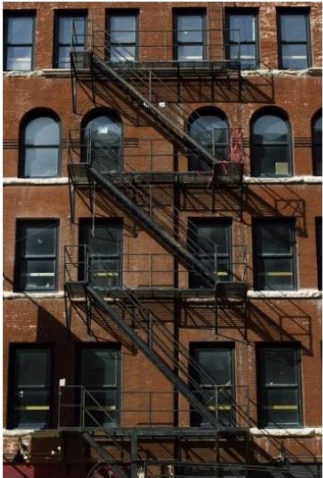
C. Getting Out Safely (Means of Egress)

Almost all residential apartment buildings have at least two means of egress (way of exiting the building). There are several different types of egress:

1. Interior Stairs. All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed.
 - Enclosed stairwells are more likely to allow safe egress from the building, if the doors are kept closed.
 - Unenclosed stairs do not prevent the spread of flame, heat and smoke. Flames, heat and smoke from a fire will rise up the stairs and prevent safe egress down the stairs from floors above the fire.
2. Exterior Stairs. Some buildings provide access to the apartments by means of outdoor stairs and corridors. The fact that they are outdoors and do not trap heat and smoke enhance their safety in the event of a fire, provided that they are not obstructed.
3. Fire Tower Stairs. These are generally enclosed stairwells in a “tower” separated from the building by air shafts open to the outside. The open air shafts allow the heat and smoke to escape, keeping the stairwell safe.



- 4. **Fire Escapes.** Older buildings may have a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes should be used only if the primary means of egress from the building (stairwells) have become unsafe because they are obstructed by flame, heat or smoke.
- 5. **Exits.** Almost all buildings have more than one exit to the outdoors. In addition to the main entrance to the building, there may be side exits, rear exits, basement exits, and exits to the street from stairwells. You should know which exits lead to the street or other safe place, and how to get to them from your apartment.
 - Some of these exits may have alarms and should only be used in an emergency.
 - Roof access doors are not exits and may or may not allow access to adjoining buildings. Roofs are dangerous places, especially at night or in a fire. They usually have limited or no lighting and often have tripping hazards and unprotected drop-offs. Do not use roof access as an exit except as a last resort and only if there is safe access to an adjoining building.



Check the Building Information Sheet for your building to see the different means of egress from your building and where they exit the building.

D. APARTMENT IDENTIFICATION AND FIRE EMERGENCY MARKINGS

All apartments are required to have the apartment number clearly marked at eye level on the main entrance door to the apartment, in the building corridor. This will help the Fire Department and other first responders quickly locate your apartment in an emergency.

In addition, many apartment buildings are now required to post or mark the apartment number on the door jamb, at floor level. These reflective or luminous “fire emergency markings” will help the Fire Department locate your apartment during a fire or smoke condition when the eye-level door numbers are not visible. All duplex and other multi-floor apartments, and all apartment buildings that are not protected by a sprinkler system and have more than 8 apartments on a floor, are required to install the fire emergency markings on apartment and stairwell door jambs. For more information, see Section 7, Emergency Preparedness Resources.

Make sure your apartment number is on your apartment door. Check whether fire emergency markings are required in your apartment building.

6. WHAT TO DO IN A FIRE OR NON-FIRE EMERGENCY

A. FIRES

In the event of a fire, follow the directions of Fire Department personnel. However, there may be emergency situations in which you may be required to decide on a course of action to protect yourself and the other members of your household before Fire Department personnel arrive on scene or can provide guidance.

1. Emergency Fire Safety Instructions

The instructions below are intended to assist you in selecting the safest course of action. Please note that no instruction can account for all of the possible factors and changing conditions; you will have to decide for yourself what is the safest course of action under the circumstances.

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

If the fire is in your apartment:

- Close the door to the room where the fire is, and leave the apartment.
- Make sure EVERYONE leaves the apartment with you.
- Take your keys.
- Close, but do not lock, the apartment door.
- Use the nearest stairwell that is free of smoke to exit the building.
- DO NOT USE THE ELEVATOR.
- Call 911 as soon as you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
- Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.

If the fire is not in your apartment (in NON-COMBUSTIBLE OR FIREPROOF BUILDINGS):

- Stay inside your apartment (shelter in place) and listen for instructions from firefighters unless conditions become dangerous.

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

If the fire is not in your apartment (in COMBUSTIBLE OR NON-FIREPROOF BUILDINGS):

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

2. Evacuation Assistance

If you will need assistance in evacuating the building, you should develop a plan in advance and arrange a network of supports to be sure that you will be able to get out. For more information, see Section 2, Persons Who Need Assistance.

In developing your plan, take the following factors into consideration:

- The most common problem in evacuating is inability to walk or difficulty walking. Elevators can be used to evacuate the building in most emergencies, but not during a fire or power outage.
- Relocating within the building below the fire floor or non-fire emergency may be sufficient to protect you from harm.
- If you use a wheelchair, scooter or other motorized device, consider keeping a lightweight travel wheelchair or evacuation chair in your apartment to make it easier for others to assist you when the elevator can't be used. Show how it works to those who will be helping you.
- Carrying a person down flights of stairs is difficult, at best. If you and those who may be helping you think it can be done, educate yourselves as to different ways persons can be carried. For more information, see Section 7, Emergency Preparedness Resources.

As a last resort, if you are unable to evacuate, retreat to the safest area from the fire or other emergency. This could be your apartment, a neighbor's apartment, or the stairwell itself. Some newer buildings may have a room near the stairwell designed as a shelter and equipped with a telephone. Call 911 (or have others call 911) to report your situation.

B. MEDICAL EMERGENCIES

Take a moment to plan ahead for a medical emergency. What should you do if you, a member of your family or a neighbor experience a medical condition that requires emergency ambulance transport to a hospital?

Familiarize yourself with the warning signs of a medical emergency and the information the 911 operator will ask you to provide. Keep handy the phone numbers of someone you can call to meet emergency responders and escort them directly to the patient.

1. Warning signs. The following are warning signs of a medical emergency:

- Burns or smoke inhalation
- Bleeding that will not stop
- Breathing problems, such as difficulty breathing or shortness of breath
- Change in mental status, such as unusual behavior, confusion, difficulty in waking
- Chest pain
- Choking
- Coughing up or vomiting blood
- Fainting or loss of consciousness
- Feeling of committing suicide or murder
- Head or spine injury
- Severe or persistent vomiting
- Sudden, severe pain anywhere in the body
- Sudden dizziness, weakness, or change in vision
- Swallowing a poisonous substance

- Upper abdominal pain
2. Call 911. Should you or a member of your household experience any of the above symptoms, immediately call 911. Be ready to provide the following information to the 911 operator:
 - The address of the building, including the nearest cross-street and apartment number.
 - The best building entrance to use to get to where you are.
 - The number of persons who are ill and your exact location inside or outside of the building.
 - Your chief complaint and/or present condition (e.g. bleeding, breathing/not breathing, conscious/unconscious, etc.).
 - Any disability of which emergency responders should be aware, such as hearing loss, blind or limited vision, or a cognitive disability that will affect the emergency responders ability to communicate with you.
 - Have a family/household member stay with you.
 3. Notify Building Staff. After calling 911, notify building staff that you have called 911 for an ambulance. Ask them to meet the emergency responders, let them into the building and assist them in finding your apartment. If you do not have or cannot reach building staff, ask a family member or neighbor to meet and assist the emergency responders.

C. UTILITY EMERGENCIES

Utility disruptions include power outages, carbon dioxide releases, gas leaks and water leaks. They can affect a single apartment, building or block or the entire city.

1. Power Outages

Advance preparation:

- Keep flashlights and spare batteries in your apartment.
- Avoid the use of candles, which can start a fire. For more information about the safe use of candles, see Section 7, Emergency Preparedness Resources.
- If you rely on medical equipment that requires electric power, look into obtaining a back-up power source. Ask your utility company whether your medical equipment qualifies you to be listed as a life-sustaining equipment (LSE) customer who will be contacted in the event of power emergency. See Section 7, Emergency Preparedness Resources.
- Keep your cell phone charged. If you have a battery pack, keep it fully charged as well.

At time of the power disruption:

- Call your utility company immediately to report the outage. See Section 7, Emergency Preparedness Resources.
- Turn off all appliances that will turn on automatically when service is restored, to avoid a power surge that can damage your electrical circuits and appliances.
- Keep refrigerator and freezer doors closed as much as possible to avoid spoilage.
- Do not use generators indoors. They can create dangerous levels of carbon monoxide.
- Do not use propane or kerosene heaters or grills indoors.

2. Carbon Monoxide Release

Carbon monoxide (CO) is a colorless, odorless gas produced by fuel-burning appliances and equipment (such as stoves, furnaces and hot water heaters), fireplaces and vehicle exhaust pipes. The carbon monoxide generated by these appliances should be released outdoors through a chimney, vent pipe or other means. A blocked or cracked chimney or vent pipe can allow carbon monoxide to enter the building, sometimes many floors from the source.

Symptoms of carbon monoxide poisoning are flu-like. They may include headache, dizziness, fatigue, chest pain, vomiting. If not promptly addressed, it can cause death.

IF YOU SUSPECT CARBON MONOXIDE POISONING:

- Open windows.
- Evacuate the building.
- Call 911 as soon as you reach a safe location.
- Call your local utility company.

3. Gas Leaks

Many apartments use piped natural gas from the utility company for cooking and clothes drying. Natural gas is flammable and explosive. If it leaks and collects in an apartment or room, a spark can ignite it, causing an explosion and a fire.

Piped natural gas is given a distinctive, "rotten eggs" smell by the utility company. If you smell natural gas:

- Do not operate any light switches or electrical devices in the apartment, including your cell phone. Any spark could cause a fire.
- Do not smoke and immediately extinguish any smoking materials.
- Evacuate the building, taking all members of your family/household.
- Call 911 to report the emergency when outdoors.
- For more information about building explosions, see Section 6(F).

4. Water Leaks or Interruptions

Water leaking into electrical wiring can cause a fire.

- If water is leaking into your apartment (or from your apartment to others), immediately arrange for repairs or notify the building owner or manager to do so (as applicable).
- If water is entering electrical wiring in the ceiling or walls, call 911.
- If you have no water or very low water pressure, report the condition to 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115).
- If you have a concern about drinking water quality, report the condition to 311. Monitor Notify NYC or local radio and TV stations for official guidance as to a widespread drinking water emergency.
- If you see water coming up from the ground or roadway, or suspect a water main break, call 311 (for Video

Relay Service: 212-639-9675; TTY: 212-504-4115).

D. WEATHER EMERGENCIES

1. Extreme Heat

During a heat wave your apartment may be unsafe if it is not air conditioned. Infants, the elderly and the ill are particularly vulnerable to the effects of extreme heat.

Monitor Notify NYC and local radio and TV stations for extreme heat warnings.

IN AN EXTREME HEAT EMERGENCY:

- With the approval of the building owner, purchase and install one or more air conditioners. Only install air conditioners if the apartment's electrical wiring can provide adequate power. Make sure that the air conditioners that you purchase do not require more power than your apartment's electrical wiring can provide. Air conditioners should be installed by a trained and knowledgeable person to make sure that they are securely affixed to the building and do not endanger others below.
- Spend as much time as possible, especially during the day, in an air conditioned place. This could be a friend or neighbor's apartment, a restaurant or store, or a cooling center.
- During heat emergencies, New York City operates cooling centers in air-conditioned public facilities. Public pools may also be available. Call 311 (for Video Relay Service: 212-639-9675; TTY: 212-504-4115) or access NYC.gov/emergencymanagement during a heat emergency to find a local cooling center or pool.
- Avoid strenuous activity.
- Drink plenty of water. Avoid alcohol and caffeinated beverages.
- Conserve power: if you have an air conditioner, set it no lower than 78 degrees during a heat wave when you are in your apartment, and turn off nonessential appliances.

2. Blizzards and Other Winter Weather Storms

The public is generally advised to shelter in place in their homes during a winter weather storm. Apartment buildings usually provide a safe environment during storms and persons can remain indoors for several days if necessary if they make adequate provision for food and other supplies.

3. Coastal Storms and Hurricanes

In some extreme weather emergencies, such as hurricanes, the City may order evacuations in areas. If you live in a high rise building, especially on the 10th floor or above, stay away from windows in case they break or shatter, or move to a lower floor.



Advance preparation:

- Before a coastal storm or hurricane, find out if you live in one of New York City's hurricane evacuation zones. See Section 7, Emergency Preparedness Resources, or NYC.gov/knowyourzone.
- Prepare your home and vehicles. Secure outdoor objects, close windows and exterior doors securely, move valuable items to upper floors, and top off your vehicle and generator with fuel.
- Have your Go Bag ready.
- Know where you will go in the event an evacuation order is issued. Stay with family or friends or call 311 for information before, during or after the storm.
- If ordered to evacuate, do so as directed. Use public transportation if possible. Keep in mind that public transportation may shut down several hours before the storm arrives.
- If you need to use the elevator to evacuate and are in an evacuation zone, be sure to evacuate before elevator service is discontinued to protect the elevators from flooding. Building owners are required to post signs in the building lobby or common area in advance (if possible) of a weather emergency if they will be discontinuing elevator service. Advance notification of the building owner/ management may help ensure you receive appropriate notification. See Section 2, People Needing Assistance.
- Be prepared for a power interruption by charging your cell phone and other portable devices and adjust the refrigerator setting to a colder temperature.



During the storm:

- Stay indoors.
- Call 911 if you have a medical emergency or are in danger from physical damage to your building or apartment, but be aware that an emergency response may be delayed or unavailable during the storm.
- If you are trapped inside by rising waters, move to a higher floor, but don't retreat into an enclosed attic unless you have a saw or other tool to cut a hole in the roof if necessary. Call 911 and report your situation. Wait for help. Do NOT try to swim to safety. Do not enter a building if it is surrounded by floodwaters.
- Stay away from downed power lines. Water conducts electricity.

4. Earthquakes

Although earthquakes are not common in the New York City area, earthquakes can and have affected our area, and apartment building residents and staff should be prepared.

Depending on its location, even a small earthquake can cause buildings to shake, physically damage buildings (including cracks in walls), and cause objects to move or fall from shelves.

During an earthquake, “drop, cover and hold on”:

- Take cover under a sturdy piece of furniture (such as a table) and hold on.
- If you cannot take cover under a piece of furniture, take cover in a corner next to an inside (interior) wall.
- Drop to the floor.
- Cover your head and neck with your arms.
- If you use a wheelchair, take cover in a doorway or next to an interior wall and lock the wheels. Remove from the wheelchair any equipment that is not securely affixed to it. Cover yourself with whatever is available to protect yourself from falling objects.
- If you are unable to move from a bed or chair, protect yourself from falling objects with blankets or pillows.
- If you are outdoors, go to an open area away from trees, utility poles and buildings.
- Stay where you are until the shaking stops.

Be aware that there may be aftershocks, additional earthquake vibrations which often follow an earthquake.

5. Tornadoes

Although not common in the New York City area, a number of tornadoes (and microbursts, a similar wind condition) have touched down in New York City in recent years.

In the event of a tornado alert:

- If a tornado is approaching your neighborhood, immediately go to the basement of your building. If your building has no basement, go to the lowest floor of the building.
- Stay next to the wall in an interior room or area away from windows until the tornado has passed.
- Avoid interior spaces with roofs that span a large open space, such as atriums and auditoriums.
- If there is no suitable place to shelter in your building, evacuate your building for a safer location, but only if there is sufficient time to get there.

E. HAZARDOUS MATERIALS EMERGENCIES

1. Chemical

A hazardous materials emergency can result from an accident, such as an overturned truck or an explosion in a factory, or as a result of criminal activity, such as a terrorist attack.

If the chemical is being dispersed through the air, every effort should be made to avoid breathing it in.

During the emergency:

- Shelter in place. Generally, it is safest to shelter in place in your apartment.
- Turn off all air conditioners and ventilation systems, close windows and seal up all ventilation grilles and other openings that will allow outside air to enter into your apartment.
- Monitor Notify NYC and local radio and TV stations for additional information.

If you are near the area of the chemical release or it has entered your apartment:

- Cover your nose, mouth and as much of your skin as possible.
- Evacuate your apartment and building if it is safe to do so. If not, move to an interior room, such as a bathroom and seal up the windows and doors.

Once the emergency has been resolved, if you have been exposed to, or contaminated by, the chemical:

- Listen for instructions from public authorities and/or first responders.
- Decontaminate yourself as soon as you reach a clean area. Obtain medical assistance if needed.

Monitor Notify NYC for guidance if the hazardous materials release affects the water or food supply.

2. Radiological Dispersal Device (RDD)

Radiological dispersal devices (RDDs) use conventional explosives with radioactive material. RDDs are not capable of creating a nuclear explosion: they are not nuclear weapons. They are meant to cause panic and disrupt daily life.

RDDs can cover a wide area with dangerous radioactive material. Radioactive material dispersed from an RDD can settle like dust on your clothing, your body, and other objects.

If you are outside, immediately take shelter in the nearest safe building and monitor Notify NYC (and local radio and TV stations, if available) for additional information and instructions.

If you or your family are near the location of a confirmed RDD explosion, follow the steps below to reduce any potential radiation exposure. Do not go to a hospital unless you have a medical emergency.

- Take off your outer layer of clothing and your shoes. This can remove up to 90% of any radioactive material. Do not shake or brush off the dust.
- Seal the clothing and shoes you were wearing in a plastic bag or other container and keep them away from people and pets, but do not place them in the garbage.
- Gently blow your nose and wipe your eyes and ears with a clean wet cloth.
- Take a shower with plenty of soap. Wash from your head down. Avoid scratching your skin. Wash your hair using shampoo only. Do not use conditioner because it may cause radioactive material to stick to your hair and skin.
- If you cannot shower, use a dry or wet cloth or wipe to clean skin that was uncovered, including your face and hands. Seal the used cloth or wipes in a bag or container like you did with your contaminated clothes.
- Put on whatever clothing and shoes you have that are not contaminated with dust. If necessary, borrow clothes from a neighbor.
- All personal devices and equipment that may have been exposed to radioactive material, especially wheelchairs and other mobility equipment, should be wiped down with a damp cloth or wipe. Make sure to clean the wheels. Wash your hands afterwards.
- Decontaminate pets and service animals by washing and shampooing them. It is not necessary to shave their fur.

F. BUILDING EXPLOSIONS/COLLAPSE

The most common reason for a building explosion is a gas leak. See Section 6(C)(3), Gas Leaks.

Building explosions can also result from malfunctioning equipment or criminal activity.

Explosions can cause buildings, or portions of buildings, to collapse. Building collapses also result from unlawful or improperly performed alterations to the building structure.

Buildings of noncombustible construction (with concrete or steel structures) are less likely to collapse, except in extraordinary circumstances.

If there is an explosion in your apartment building:

- Attempt to determine the severity of the damage to the building (such as collapsed or cracked ceilings or walls, clouds of dust, or strong smell of gas) and whether you are in immediate danger.
- If conditions allow, evacuate the building as quickly and calmly as possible.
- Call 911 as soon as you are in a safe location.
- If you cannot safely evacuate or you are not certain it is safe to evacuate, call 911 and follow the instructions they provide.
- If there is a possibility of a collapse of walls or ceilings, take cover under a sturdy piece of furniture (such as a table).

If there is a collapse in your building and you are trapped by debris:

- Cover your nose and mouth with a dry cloth or clothing.
- Move around as little as possible to avoid generating dust, which may be harmful and make it difficult to breathe.
- Tap on a pipe or wall so rescuers can hear where you are. Use a whistle if one is available.



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G. TERRORISM

A terrorist's primary objective is to create fear. With accurate information and basic emergency preparedness, you can fight back. Visit PlanNowNYC, a website developed by NYC Emergency Management and the City's other emergency response agencies to help New Yorkers prepare for terrorist attacks. See Section 7, Emergency Preparedness Resources.

1. Know the Facts and Be Responsible

- Keep in mind that terrorism can take many different forms. By preparing for the fire and non-fire emergencies addressed above, you will also be preparing for terrorist attacks.
- Know the facts of a situation and think critically. Confirm reports using a variety of reliable sources of information, such as the government or media. Do not spread rumors.
- Do not accept packages from strangers, and do not leave luggage or bags unattended in public areas such as the subway.
- If you receive a suspicious package or envelope, do not touch it. Call 911 and alert City officials. If you have handled the package, wash your hands with soap and water immediately. Read the US Postal Service's tips for identifying suspicious packages. For more information, see Section 7, Emergency Preparedness Resources.

2. Active Shooter Emergencies

In an active shooter emergency, one or more armed individuals enter a building or other place with the intention of shooting multiple persons, typically at random.

Active shooter incidents are generally associated with public buildings and places, not apartment buildings. However, an active shooter emergency could occur in or around your apartment building, or where you work, shop, or spend recreational time. It is important that you understand how to respond to such emergencies.

DURING AN ACTIVE SHOOTER EMERGENCY, IT IS RECOMMENDED THAT YOU:

1. Avoid (Run). Get away from the shooter, if you can. Leave your personal belongings behind.
2. Barricade (Hide). If you can't safely leave the area, go into an apartment or other room. Lock the door and/or block it with large, heavy objects to make entry difficult. Hide behind a large, solid item if possible, in case shots are fired through the door or wall. Turn off any source of noise and remain still and quiet. Put your cell phone and other devices on silent, not vibrate.
3. Confront (Fight). If you and others cannot safely leave the area and there is nowhere to hide, or the shooter enters your apartment or hiding place, use whatever you can to defend yourself. Coordinate your actions with others, if possible. Commit to your actions and act aggressively. Improve weapons and throw items. Yell.



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4. Call 911 as soon as it is safe to do so.

Law enforcement personnel responding to an active shooter incident will be focused on identifying and neutralizing

the shooter(s). Law enforcement officers will be looking at the hands of all persons they encounter, both to identify the shooter and for their own safety.

1. Keep your hands empty and above your head. Do not carry any items that could be confused with a weapon or a dangerous device.
2. Do not act in a manner that may cause a law enforcement officer to view you as a threat. Do not make any sudden movements. Keep your distance. Do not run towards law enforcement officers or grab them.
3. The law enforcement personnel you first encounter may not be designated to render medical assistance. If possible, proceed to a more secure area before requesting assistance.
4. You may not be allowed to immediately leave the scene of the incident. Be prepared to be detained for questioning.

7. EMERGENCY PREPAREDNESS RESOURCES

Emergency Preparedness Basics

Notify NYC: Sign up for Notify NYC to receive notifications by going to NYC.gov/NotifyNYC, follow @NotifyNYC on Twitter, contact 311, or get the free app for your Apple or Android device.

Ready New York (NYC Emergency Management): The Ready New York guides offer tips and information for all types of emergencies. The information in these guides is available in multiple languages and in audio format:

<http://www1.nyc.gov/site/em/ready/guides-resources.page>

Reduce Your Risk Guide (NYC Emergency Management): This guide outlines steps property owners can take to prepare through hazard mitigation — cost-effective and sustained actions taken to reduce the long-term risk to human life or property from hazards:

http://www1.nyc.gov/site/em/ready/guides-resources.page#reduce_your_risk

Information for Apartment Dwellers (NYC Department of Housing Preservation and Development (HPD)): HPD's website discusses how apartment renters can prepare for and respond to weather emergencies, natural disasters, hazards, and power outages. Their website also includes information on the legal obligation that landlords have to maintain habitable conditions in residential buildings, including following storm-related or other damage:

<http://www1.nyc.gov/site/hpd/renters/emergency-preparedness.page>

<http://www1.nyc.gov/site/hpd/owners/disaster-response.page>

People Who Need Assistance

People with Health Issues (NYC Department of Health & Mental Hygiene). The Health Department's website focuses on health emergencies but also covers how to prepare for any emergency if you have specific health issues such as persons on dialysis and persons with limited mobility:

<http://www1.nyc.gov/site/doh/health/emergency-preparedness/individuals-and-families-dme.page>

How to Register as a Life Sustaining Equipment Customer: Con Edison Special Services, 1-800- 752-6633 (TTY: 800-642-2308) and website:

<https://www.coned.com/en/accounts-billing/payment-plans-assistance/special-services>

PSE&G Critical Care Program (Rockaways customers): 800-490-0025 (TTY: 631-755-6660) and website:

<https://www.psegliny.com/page.cfm/CustomerService/Special/CriticalCare>

National Grid NYC Customer Service (Brooklyn, Queens, and Staten Island customers): 718-643- 4050 (or dial 711 for New York State Relay Service)

National Grid Long Island Customer Service (Rockaways customers): 800-930-5003.

NYC Well: For mental health information, a referral, or if you need to talk to someone, call NYC Well, New York City's confidential, 24-hour Mental Health Hotline: 888-NYC-WELL (1-888-692- 9355) or website:

<https://nycwell.cityofnewyork.us/en/>

Home Safety and Fire Prevention

Home Safety:

Smoke Alarms and Carbon Monoxide Detectors (NYC Department of Housing Preservation and Development (HPD)): HPD's website has information about the legal obligations of landlords and tenants to install and maintain smoke alarms and carbon monoxide detectors:

<http://www1.nyc.gov/site/hpd/renters/important-safety-issues-carbon-monoxide-smoke-detectors.page>

Fire Safety Publications (NYC Fire Department): The Fire Department has posted on its website fire safety information on more than 25 different topics, including smoke and carbon monoxide alarms:

<http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-life-safety.page>

<http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-safety-educational-publications.page>

<http://www.fdnysmart.org/>

Smoke Alarms (American Red Cross): The Red Cross's website has information about fire safety and smoke alarm installation. The agency and its partners will install a limited number of free smoke alarms for those who cannot afford to purchase smoke alarms or for those who are physically unable to install a smoke alarm. The Red Cross installs a limited number of specialized bedside alarms for individuals who are deaf or hard-of-hearing.

For general information: <https://www.redcross.org/sound-the-alarm>

For assistance with purchase or installation:

<http://www.redcross.org/local/new-york/greater-new-york/home-fire-safety>

Fire Prevention

Fire Safety Publications (NYC Fire Department): The Fire Department has posted on its website fire safety information on more than 25 different topics, including tips on residential fire safety, proper use of fire extinguishers, candle safety, and senior fire safety:

<http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-safety-educational-publications.page>

Fire Code Guide (NYC Fire Department): The Fire Department has posted guidance with respect to the fire safety requirements set forth in the New York City Fire Code and Fire Department rules, including candle safety and decorative alcohol-fueled fireplaces (Chapter 3), Christmas tree safety (Chapter 8), and prevention of electrical hazards (Chapter 6):

<http://www1.nyc.gov/site/fdny/business/support/fire-code-and-rules-help.page>

Know Your Building

Fire Safety Publications (NYC Fire Department): The Fire Department has posted on its website fire safety information on more than 25 different topics, including building construction:

<http://www1.nyc.gov/site/fdny/education/fire-and-life-safety/fire-safety-educational-publications.page>

Building Construction (FDNY Foundation): The FDNY Foundation is a not-for-profit that promotes fire safety education. Its website has information to help you know whether you live in a fireproof or non-fire proof building:

<http://www.fdnysmart.org/safetytips/fire-proof-or-non-fire-proof/>

Apartment Identification and Fire Emergency Markings (NYC Fire Department). For more information about apartment identification and fire emergency marking requirements, see NYC Fire Code Sections FC505.3 and FC505.4 and Fire Department rules 3 RCNY 505-01 and 505-02. The Fire Department has posted the Fire Code and rules on its website, together with a Fire Code Guide that includes (in Chapter 5) Frequently Asked Questions about these requirements. The link to this information is:

<http://www1.nyc.gov/site/fdny/business/support/fire-code-and-rules-help.page>

What To Do In A Fire or Non-Fire Emergency

Evacuation Assistance: Lift and Carry Techniques (City of Los Angeles): The different ways one or two persons can carry someone, with sketches and instructions: <http://www.cert-la.com/downloads/liftcarry/Liftcarry.pdf>

Evacuation Devices (NYC Mayor's Office for People with Disabilities): The City has posted information about stair chairs and other evacuation devices, including considerations for purchasing an evacuation device for use in your building:

<http://www1.nyc.gov/site/mopd/resources/considerations-for-purchasing-an-evacuation-devise-for-use-in-your-building.page>

Power Outages. Contact numbers to report power outages and other utility emergencies are as follows:

Utility Company Emergency Numbers:

Con Edison 24-hour hotline: 800-752-6633 (TTY: 800-642-2308)

National Grid 24-hour hotline: 800-465-1212

Suspicious Mail or Packages: The U.S. Postal Service has published information on how to protect yourself, your business, and your mailroom from a package that contains a bomb (explosive), radiological, biological, or chemical threat:

<http://about.usps.com/posters/pos84/welcome.htm>

Terrorism

PlanNow NYC (NYC Emergency Management) is the City website that informs New Yorkers about potential terrorist actions and other emergencies. The interactive website is designed to engage New Yorkers about possible emergency scenarios, from an active shooter incident to a radiological, biological or chemical incident: <https://plannownyc.cityofnewyork.us/>

Run Hide Fight (City of Houston): The City of Houston has published a video about how the public should respond to an active shooter incident:

<https://www.youtube.com/watch?v=5VcSwejU2D0>

NYPD Shield (NYC Police Department): NYPD Shield is a Police Department program for building owners and other private sector businesses to counter terrorism through information sharing:

<https://www.nypdshield.org/public/FileDisplay.aspx?ID=36>

Publication Note: Retain highlighted underlining in publication of final rule.

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MAY 8, 2024 BETWEEN BROOKLYN PRINCESS LLC (LANDLORD) AND SEMEHAL KIDANE AND JI YU KIM (TENANT) REGARDING APARTMENT 10E IN THE PREMISES LOCATED AT 309 GOLD STREET, BROOKLYN, NY 11201. 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.

ANNEXED RIDER TO LEASE AGREEMENT

Lease Length: 1 year	Lease Starts: August 15, 2024	Lease Ends: August 14, 2025
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ELECTRONIC NOTICE TO ATTENTION OF TENANT(S) ADDRESS FOR ELECTRONIC NOTICE	
Semehal Kidane	semhaly2003@gmail.com
Ji Yu Kim	jiyukim0430@gmail.com

OCCUPANTS (OTHER THAN TENANT)	AGE
Ji Yu Kim	20

EMERGENCY CONTACT(S)	
Name:	Relation:
Address:	
Phone #:	Alt. #:
Name:	Relation:
Address:	
Phone #:	Alt. #:

(MANAGING AGENT MUST HAVE COPY OF APT. ENTRY KEYS IN CASE OF ANY EMERGENCY & MAY ENTER)

1. RENT

- a. **Rent Payments.** The rent under this Lease shall commence on the first day of its term, provided the Apartment is vacant as of that date (even if any painting and cleaning of the Apartment is not finished). Thereafter, you must pay rent on the first day of each and every month regardless of whether or not You receive a rent bill. Rent will only be accepted from the Tenant of record. If a rent payment is accepted from someone other than the Tenant of record, such acceptance shall not confer any right, title or interest under this Lease or to the Apartment to the individual or entity who made such payment.
- b. **UNCOLLECTIBLE CHECK**

i. **Bounced Checks.** If any payments made by check and such check is returned unpaid to Owner for any reason, Owner shall charge the amount imposed upon Owner by its bank or **\$45.00**, which charge shall constitute additional rent under this Lease and shall be due and payable on demand by Owner or with the next installment of rent, whichever occurs first. For the purpose of this Lease, no rent shall in any event be deemed paid until such payment is actually received, accepted and collected by Owner.

ii. **Notations and Checks.** Writings, notations or statements written on the front or back of any check, money order or other monetary instrument given to Owner shall not be deemed a part of this Lease and shall not be binding on Owner. Owner's acceptance, endorsement, deposit or negotiation of the said check, money order or other monetary instrument shall not be deemed an acceptance of the conditions on same and Owner may accept same as if the said writing, statement or notation did not exist. The delivery of a check or money order to Owner or Owner's agent does not constitute payment unless and until the check "clears". A payment that is for an incorrect amount or is made by someone who is not the Tenant of record may be retained by Owner or returned to You without prejudice to Owner's rights and remedies.
- c. **WHEN RENT DEEMED PAID:**
For the purpose of this Lease, no rent shall in any event be deemed paid until such payment is actually collected by the Owner.
- d. **LATE CHARGE:**
In the event the rent is not received by the **5th** day of the month in which it is due, Tenant shall pay the lesser of **\$50.00** or **5%** of the amount due to the Owner as a late charge for additional rent. Owner may report unpaid rent and damages to a credit bureau for recordation in resident's credit file.
- e. **PARTIAL CALENDER MONTHS:**
If this Lease does not start on the first day of a calendar month, You still must pay the full month's rent for that month; any overpayment will be applied towards the second month's rent. You must pay the full

month's rent for the last month of the term of this Lease; You will not be entitled to any refund if You move out before the end of that month.

2. LEGAL FEES AND DISBURSEMENTS

You must reimburse Owner for any legal fees and disbursements for legal actions or proceedings brought by the Owner against you because of a Lease defaulted by you or for defending Lawsuits brought against the Owner because of your actions. Also, you are responsible for all other fees and expenses incurred by the Owner because of your failure to obey any of the provisions of the Lease and its Riders. In any event the Landlord shall institute summary proceedings against the Tenant, Tenant shall pay to the Landlord legal fees plus costs and disbursements for the action awarded by a court.

3. CARE OF THE APARTMENT-END OF LEASE-MOVING OUT

- a. **Moving Out.** Rent for the last month of this Lease must be paid on or before the **1st** day of the month. The Security Deposit may not be used for this purpose. Even if You vacate early, rent is due until the last day of this Lease and will not be pro-rated. On or before the ending date of this Lease:
 - i. You and all other persons must move out of the Apartment.
 - ii. You must repair and restore the Apartment, at Your own cost and expense, so that it will be in good order and in the same condition it was in when You first occupied it,
 - iii. You must remove, from the Apartment and from all storage and other areas of the building, at Your own cost and expense, all of Your moveable property, as well as all furnishings, installations, attachments, wires, cables, conduits, wallpaper, cabinets, and all vinyl tile, linoleum, carpeting and other floor coverings (including all nails, tracks or stripping by or to which the same may have been attached) that You or any previous Tenants may have installed, whether or not these items were installed with Owner's consent, at Your own cost and expense.
 - iv. You must schedule Your move (including Your use of the elevator) with the Building's superintendent, give all apartment and mailbox keys to Owner, and notify owner in writing of Your forwarding address. You must also give Owner all keys and access cards, if any, used to gain entry to the building or any the Common Facilities. If You lose or fail to return any keys or access cards which were furnished to You by Owner, You shall pay Owner the cost of replacing them and Owner may deduct such costs from the Security Deposit held by Owner.
 - v. You must restore and repair to its original condition those portions of the Apartment affected by the items described in (c) above, at Your own cost and expense. This means, for example that [i] You must restore all walls and floors to the same condition in which they were received, unless Owner consents prior by Written Notice; [ii] You must leave the wall in good order and prime painted; and [iii] You must have the floor and adjacent areas scraped, refinished and repaired so that the affected areas and contiguous areas are uniform in color and finish.
 - vi. If anyone or if any of Your property remains in the Apartment after this Lease ends, Owner may either [1] treat You as still in occupancy and charge You "use and occupancy" for the Apartment (which, shall be an amount that is no less than 125% of the rent You were paying on the last day of this Lease; or [2] Owner may consider that You have given up the property remaining in the Apartment, in which case, Owner discard the property or store it at Your expense, and You will have to pay Owner for all costs and expenses incurred in removing and/or storing such property. In either case You will also owe Owner for all losses, costs and expenses incurred by Owner as well as any losses, costs and expenses incurred by a new Tenant if the new Tenant's moving into the Apartment is delayed by You.
 - vii. If you fail to duly and punctually perform any of Your obligations under this Article, Owner may do so, at Your expense. Owner, in addition to any of its other rights and remedies, may deduct the costs of performing any of Your obligations, from any Security Deposit held by Owner.

b. SECURITY DEPOSIT

- i. **Security Deposit and Last Month's Rent.** If You violate this Lease by using the security deposit as the last month's rent, You will be required to pay Owner a special handling charge equal to 25% of one month's rent in addition to damages, if any. This handling charge is deemed additional rent and is due and payable on the last day of the last month of the term of this Lease.

4. CHANGES AND ALTERATIONS TO APARTMENT

- a. **Consent of Owner required.** You may not, without Owner's prior written consent:
 - i. Install, change, attach, remove or disconnect any couplings, offshoots, cable pipe or conduit wherever located.
- b. **Painting; Flooring; Drawers.** You shall not cover, paint or chemically treat or in any other way alter or decorate the kitchen cabinets, bathroom tile or exposed brick walls, if any, in the Apartment. You shall not line any drawers or cabinets with heavy stick or strong hold contact paper or the like. You shall not scrape, stain or refinish any floors in the Apartment except as required by Owner as provided elsewhere in this Lease. You must get the prior written consent of Owner for any painting or decorating in the Apartment. You shall not use peel-and-stick picture hangers or stick-on-hooks of any kind on any surface of the Apartment.
- c. **No Structural Alterations.** You shall not, without first obtaining the written consent of Owner, make in the Apartment, or on any terrace, balcony or patio that is accessible from the Apartment, any kind of alterations of any kind or install any electrical or other equipment which may impose an excess load on

existing electric, gas or water supplies. You shall not permit or allow anything to be done or kept in the Apartment which will increase the rate of fire insurance on the Building or the contents thereof.

- d. **Mechanic Liens.** In case there shall be filed a notice of mechanics lien against the Building for or purporting to be for labor or materials alleged to have been furnished or delivered for the Apartment to or for You, You shall immediately cause such lien to be discharged by payment, bonding or otherwise and, if You shall fail to cause such lien to be discharged within ten (10) days after notice from Owner, then Owner may cause such lien to be discharged by payment, bonding or otherwise, without investigation as to the validity of or any offsets or defenses to such lien, and Owner may collect such amounts and all costs and expenses paid or incurred in connection with such lien from You, including reasonable attorneys fees and disbursements, together with interest thereon from the time of payment of such lien.
- e. **Sprinklers.** You shall not paint, or in any way tamper with sprinkler heads, if any, in the Apartment. Since such covering or painting will render the sprinkler inoperative and not repairable You shall be liable for the full cost of their replacement (as well as any loss or damage that may occur due to a fire), which sum shall be collectible as additional rent. Should flooding occur due to tempering with or bringing hot objects too close to such heads (which may cause them to activate), You will be responsible for any damages caused by the same. You acknowledge having been advised that under applicable Law it is a misdemeanor to tamper with a fire sprinkler system.

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

- a. **Recycling and Environmental Protection.** You agree to comply with all Government Laws and orders regarding recycling and environmental protection. If, because of Your failure to comply with any governmental Law or order, Owner is put to any expense whatsoever, including, without limitation, any fine or penalty imposed by any governmental authority, You will pay Owner the amount of any such expenses such as additional rent.
- b. **Non-Interference.** You will do nothing to interfere with 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
- c. **Fire Safety Plan and Notice.** You acknowledge having received a copy of, read and understand the fire safety plan for the Building; You will keep at all times Your copy of the fire safety plan in an easily accessible place in the Apartment. You also acknowledge that there is a fire safety notice attached to the inside of the door to the Apartment. You must not tamper with or remove this notice.

6. SERVICES AND FACILITIES

- a. **Laundry and other Facilities.** If Owner permits You to use any laundry or other facilities located in the Building, but outside of the Apartment (except otherwise stated in this Lease or Rider), the use of any of these facilities will be furnished to You at Your own risk, except for loss suffered by You due to Owner's negligence. You will operate at your expense any coin or card operated appliances located in any such of these facilities. Owner has no obligation to you to provide laundry or any other facility and Owner may discontinue such service at any time.
- b. **Smoke detector.** If Owner has or hereafter shall install one or more smoke detectors in Your Apartment, it is understood that Owner shall not be responsible for any servicing or maintenance of the smoke detector, including, but not limited to, replacement of batteries, if applicable except as provided by applicable Law or statute. If a smoke detector has been installed in the Apartment, You acknowledge that You have inspected it and that it is in good working order. You shall be liable to Owner for any damages resulting from your failure to keep it in good working order. Owner shall not be liable for any damage caused by the failure of such detector to operate properly.
- c. **Security Systems.** (1) You acknowledge that the Owner makes no representation and assumes no responsibility whatsoever with respect to the functioning or operation of any of the human or mechanical security systems which the Owner does or may provide, including, without limitation, desk person, lobby attendants, or TV monitoring. You agree that the Owner shall not be responsible or liable for any bodily harm or property loss or damage of any kind or nature which You or any members of Your family, employees or guest may suffer or incur by reason of any claim that the Owner, his agents or employees or any mechanical or electronic system in the Building has been negligent or has not functioned properly or that some other or additional security measures or system could have prevented bodily harm or property loss or damage and (2) If You install a security system, the Owner shall not be responsible for the maintenance of same. Neither the superintendent nor Owner nor any of its employees shall be responsible for responding to any alarm or security alert.
- d. **Terrace and Balconies.** The Apartment may have a terrace or balcony. Neither the terrace nor balcony is part of the demised premises. You must keep the terrace or balcony clean and free from snow, ice, leaves and garbage and keep all screens and drains in good repair. No cooking with gas or charcoal grills is allowed on the terrace or balcony. You may not keep or install a fence or make any changes or additions to the terraces or balcony. Installation of furniture and plants requires prior approval of Owner. If You do, Owner has the right but shall not be obligated to remove these items and store them at Your expense; and During reasonable hours and with reasonable notice, except in emergencies, Owner may enter the Terrace or Balcony to make any necessary repairs or changes Owner deems necessary. With reasonable notice, Owner may also deny you access and use to the Terrace or Balcony to make any necessary repairs to the building or changes to the building the Owner deems necessary.
- e. **Recreational Facilities.** The use of any sun deck or other recreational facilities located in the Building of

which Your Apartment forms a part is restricted to Tenants only. At Owner's option, usage shall be available on first-come, first served basis. Owner may at its sole discretion mandate Rooftop/Sundeck Hours of Operation.

You are not entitled to any rent reduction because of stoppage or reduction of any of the above services unless it is provided by Law.

7. COMMON FACILITIES

General. The terms "Common Facility" (when referring to one) and "Common Facilities" (when referring to all) shall mean any fitness center, duplex game-room lounge, lobby lounge, roof deck, terrace, laundry room(s), conference center, club room, storage room, Parking Garage or other amenity or facility that is for the use of Building occupants. You understand that the use of the Common Facilities will be at Your own risk and expense. You may not store any material in any of the Common Facilities or any other area of the Building without the prior written consent of Owner and in accordance with all applicable Laws, rules and regulations. Owner shall not be responsible for any loss or damage to property left in any Common Facilities or other Building space.

- a. Changes In Common Facilities.** You understand that unless Owner charges a separate designated fee, the Common Facilities are made available to Tenants for free and that no rent is attributable to the Common Facilities. Owner may, at it's Sole discretion, limit, curtail, change or remove any or all of the Common Facilities or impose charges for the use of the same, at any time, for any or no reason, without the same constituting a reduction in services to You and without Your being entitled to any rent reduction, abatement, off-set or credit.
- b. Specific Common Facilities.** Owner reserves the right to limit the use of certain of the Common Facilities to Tenants and permitted occupants (who, in the case of any fitness center must be 18 years of age or older) who shall be required to sign a separate agreement and/or Lease rider for each of these Common Facilities and comply with its terms (including, without limitation, the payment of fees, if any). If You sign any separate agreement or Lease Rider, Your failure to comply with any of its terms and conditions will be considered a default under the Lease.
- c. Elimination or Reduction of Building Facilities.** If Owner changes, eliminates or reduces the hours of operation or nay of the components or any of the Common Facilities or other Building Facilities, such action by Owner should not be deemed a breach of this Lease nor a reduction of services for which You may claim any abatement or reduction of rent or any right to have such Common Facilities restored.

8. INABILITY TO PROVIDE SERVICES

- a. Availability of Communications Services.** Telecommunications, cable or satellite television, internet and other services and equipment ("Communications Services") are the sole responsibility of the service provider. Owner does not warrant, guarantee or make any promises concerning the availability, type of service, quality, cost or any other matter relating to any Communications Services. No action or failure to act on the part of Owner in connection with the installation, availability, operation, approval, rejection or commencement of any Communications Services shall be deemed a default or breach of Owner's obligations under this Lease. You are responsible for arranging Communications Services directly with the provider; however, You may not make arrangements with any provider that has not made, in advance of Your request, written arrangements with Owner to provide services in the Building. Without limiting the generality of the forgoing, You acknowledge that your choice of service providers for Communications Services may be limited because of the arrangements made by Owner for the Building, that You have had the opportunity to inquire of Owner as to the range of Communications Services and service providers for the Building prior to signing this Lease and that You are renting the Apartment with a full awareness of the available options and limitations.
- b. Use of Communications Services.** If Owner or You arrange for any Communications Services, before using such Communication Services, You will be required to accept and agree to the terms and conditions of use imposed by the Communications Services provider. If Owner arranges for any such Communications Services, Your use of such Communications Services must be strictly in accordance with the terms and conditions of use imposed by the Communications Services provider. Owner may, at its option at any time, discontinue, interrupt or change such Communications Services arranged by Owner, for any or no reason. A default by You in complying with any terms and conditions of use of any Owner-arranged Communications Services will be deemed a default by You under this Lease and, without limiting Owner's other rights and remedies, Owner may, at Owner's option or as may be required by the Communications Services provider, terminate or restrict Your use of such Communications Services.

9. ENTRY TO APARTMENT

- a. Entry When You Are Not Home.** If at any time You are not 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. Entry by force (including, without limitation, breaking the lock) is permitted in an emergency or where prompt action is required to reduce the risk of damage, loss or injury to persons or property. Owner will not be responsible to You, unless during this entry, Owner or Owner's representative is negligent or misuses Your property.
- b. Entry By Emergency Contact.** You hereby grant Owner and Owner's representatives, the right, without liability, to allow any of Your "emergency contacts" (which you may change by notice to Owner) to enter the Apartment and inspect Your personal property, without any court order or other authorization, if Owner at any time has reason to believe that You are missing, deceased, unconscious, incompetent or otherwise

unable to communicate with Owner. Your emergency contact(s) are also authorized to remove any documents (such as medical or other insurance information) that he or she deems necessary or desirable in order to attend to Your affairs.

- c. **Keys.** You shall supply Owner with all keys necessary to gain access to the Apartment (including, without limitation, keys and/or code numbers to de-activate any security system). You may not change the lock and/or add any lock to the entrance door of (or any other door in) the Apartment without the prior written consent of Owner. You will immediately give Owner a duplicate keys or keys (and/or code numbers to de-activate any security system) if changes or additions are made to any lock (or security system).
- d. **Remedies.** The right to enter the Apartment as allowed by Law or under this Lease, as well as Owner's and its representatives other rights under this Article 13, are material obligations on Your part; Your failure or refusal to permit Owner to enter the Apartment or exercise any of such other rights shall be considered a default by You under this Lease and, without limiting Owner's other rights and remedies, may result in Your being responsible to Owner for any monetary or other damages.
- e. **Notice and Time of Entry.** For purposes of this Article 10: [1] No advance notice shall be required prior to entry to the Apartment or the exercise of any other rights of Owner or Owner's representatives under this Article 13; but Owner or Owner's representative will, prior to entry to the Apartment, place a call to the Apartment by telephone or by the intercom or other communication system for the Building (and in any event no such call shall be required in an emergency). [2] Reasonable times shall include, but not be limited to (i) weekdays between 8:30 A.M. and 5:30 P.M., (ii) weekends and holidays between 10:00 A.M. and 5:30 P.M. and (iii) such other times as may be appropriate based upon concerns for safety, security, efficiency or timeliness or for the comfort and convenience of Building occupants and guests.

10. ASSIGNING; SUBLETTING; ABANDONMENT

- a. **Assigning and Subletting.** You cannot assign this Lease or sublet the Apartment without Owner's advance written consent in each instance. Owner may refuse to consent to a Lease assignment for any reason or no reason. 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. In the event of an unauthorized assignment or sublease, the owner shall be entitled to collect the rent from the occupant in the same manner as from You, the Tenant. Such acceptance shall not be deemed consent to the assignment or sublease. You shall remain liable under this Lease after a sublease or assignment unless You are released in writing by the Owner.
- b. **Abandonment.** If You moved out of the Apartment (abandonment) before the end of this Lease without prior consent of Owner, this Lease will not be ended. You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease. In case of abandonment, you responsibility for rent will end only if Owner chooses to end this Lease for default.

11. DEFAULT

- a. If Your application for the Apartment contains any misrepresentations or false statements, this will be a non-curable default, and Owner may terminate this Lease on three (3) days notice. At the end of the three-day period, this Lease will end. You must then move out of the Apartment.
- b. If (i) You assign property for the benefit of creditors or (ii) You file a voluntary petition or an involuntary petition is filed against You under any bankruptcy or insolvency Law or (iii) a trustee or receiver of You or Your property is appointed, Owner may give you thirty (30) days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within thirty (30) day period, the Term shall end as of the date stated in the notice. You must continue to pay rent, damages, losses and expenses without offset.

12. Estoppel Certificate.

You agree to sign (1) within 5-days after requested, a written acknowledgment (if accurate) to Owner or 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 and (2) upon request by any Lender, an instrument or instruments confirming the "attornment." 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.

13. ADDITIONAL OWNER REMEDIES

- a. **FEES AND EXPENSES**
 - Owners Right.** You must pay Owner for any of the following fees and expenses incurred by Owner, including but nor limited to:
 - i. Repairing or replacing any appliance damaged by your misuse or negligence.
 - ii. Any Real Estate Broker Fees for re-renting the apartment, to be billed to Tenant and may be deducted from Tenants Security Deposit. Tenant Acknowledges and Accepts any forfeiting or deduction of Tenants Security Deposits.
 - iii. Any fees associated with Owner's transfer of assignment to a collection company of any monetary obligations owed by you because of any default by you under the Lease, any judgments, or any agreements you made with Owner. Such fees include but are not limited to any interest fees, charges

or expenses added to the principal balance before the transfer or assignment of the debt to a collection company.

- iv. All other fees and expenses incurred by Owner because of your failure to obey any other provisions and agreements of this Lease.

THESE FEES AND EXPENSES SHALL BE PAID BY YOU TO OWNER AS **ADDITIONAL RENT** WITHIN 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.

14. **CONDITION OF THE APARTMENT**

You agree that Owner has not promised to do any work in Apartment except as specified in attached "work" rider. You understand that no employee or agent of the Owner is authorized to bind the Owner orally to do anything in the Apartment. Any Owner's work must be in writing or signed by Owner or Owner's Agent. You will have no claim against Owner on account of any noises, aromas, scents or odors.

15. **LEASE NOT BINDING ON OWNER**

This Lease is submitted to You for signature with the understanding that it shall not bind the Owner unless it has been executed by the Owner and delivered to You. No writing by You on any check or money order will be binding on Owner, even if the check or money order is deposited.

16. **SIGNS**

No signs, notice or advertisement shall be inscribed or exposed on or at any window or any part of the Building, except such as shall have been first approved in writing by the Owner or Owner's managing agent.

17. **DELIVERIES**

Notwithstanding anything contained in any other paragraph of this Lease, You agree not to deliver or cause to be delivered to Owner or Owner's authorized agent for delivery to You or to any other person any item of property (packed or otherwise) which shall have a value in excess of \$500. You further agree that in no event shall Owner be liable in excess of the sum of \$500 for loss or damage to any property (package or otherwise) which shall be delivered to Owner's authorized agent for delivery to You or to any other person and You hereby indemnify and agree to hold Owner harmless from any liability or claim in excess of \$500.00 for loss or damage to any such property which may be asserted by You or any consignor, deliverer, shipper, owner of such property or other person. If any employee of Owner helps in parking or delivering any automobile or handling or delivering any packages at Your request, or at the request of any occupant or guest, the employee is acting only on your behalf and Owner is relieved from any and all loss or liability.

18. **ILLEGALITY**

If any term in this Lease is illegal, that term will no longer apply. The rest of this Lease remains in full force.

19. **OWNER'S CONSENT**

If You require Owner's consent to do any act and such consent is not given, Your only right is to ask the Court to force Owner to give consent. You agree not to make any claim against Owner for money or subtract any sum from the rent because such consent was not given.

20. **BROKER**

You represent that:

- a. ☐ A broker, _____, brought about this lease.
- b. ☒ No broker was involved in this lease.

If a broker did bring about this Lease, You have agreed with the broker to pay the fee. You hold Owner harmless from any claim for commission made by any broker, including all costs of defending any claim and reasonable attorney's fees by an attorney selected by Owner to defend it.

21. **PROPERTY LOSS AND DAMAGE; PERSONAL INJURY**

Owner Not Liable for Damage. Owner and Owner's agents and employees will not be responsible to You for: (1) any loss of or damage to You or Your property in the Apartment (even when Owner and Owner's agents or employees are permitted to enter the Apartment) or the Building (including, without limitation, any of the Common Facilities) due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Building; (2) any loss of or damage to Your property delivered to any of Owner's agents or employees (such as the superintendent, doorman, concierge, etc.); (3) any damage or inconvenience cause to You by any other Tenant, occupant or person in the Building; (4) any loss or damage (including, without limitation, any consequential losses) caused by or due to the installation, removal, operation, maintenance, malfunction, interference with or discontinuance of any Communication Services; and (v) any loss or damaged caused by or due to any leaks in any air-conditioning unit or window.

22. **RENTER'S INSURANCE**

Within the signing of the Lease, Tenant will obtain renter's insurance and provide proof of purchase to Landlord. Tenant further agrees to maintain the policy throughout the duration of the tenancy, and to furnish proof of insurance on a yearly basis. The renter's insurance required must at a *minimum* cover damage to Tenant's property as a result of unexpected hazards such as fire water damage or theft and must cover the Tenant if his/her negligence or any of his/her guest's negligence cause injury to others at the premises or at the Building, or damages the building or the property at the building. In case of any damage, Tenant covenants and agrees that the claim and proceeds of such renter's insurance shall be Tenants sole remedy. Failure to maintain renter's insurance is serious default of the Lease obligation and in the event of such default, Owner may terminate Tenant's rights under the Lease.

23. LOSS BY BUILDING EMPLOYEES

Owner shall not be responsible for any fault or misconduct of its agents and employees unless they were grossly negligent or engaged in willful misconduct while performing work that is part of their duties for Owner. If any agent or employee of Owner renders assistance in the parking or delivery of an automobile, handling or delivery of any furniture, household goods, keys or other articles or in providing any other service that is beyond the scope of their employment, at Your request or at the request of any Lawful occupant, or at the request of any of Your employees or guests, then said Owner's employee shall be deemed an agent of the person making such request and Owner is expressly relieved from any and all loss or liability in connection therewith.

24. PROHIBITED AREAS

You are strictly prohibited from opening, entering, accessing, or tampering with, or attempting to open, enter or access, any areas of the Building or the Apartment that are locked, limited to Building employees or service personnel, or otherwise off-limits to Tenants. This includes, without limiting, locked or closed access doors, panels, shafts, bus ducts, mechanical and telecommunications rooms and closets. THERE AREAS MAY CONTAIN HIGH VOLTAGE OR OTHER DANGEROUS EQUIPMENT or conditions. You (and not Owner or Owner's agents or employees) will be held responsible for any loss or injury to Yourself or anyone else caused by Your violation of the foregoing prohibition (except if, and to the extent, cause by Owner's gross negligence or willful misconduct).

25. INTERFERENCE WITH LIGHT AND AIR

Owner will not be liable for (and You hereby consent to) any of the following occurrences or conditions (a "Permitted Obstruction"): (1) any temporary interference with or impairment of light, ventilation, air quality or view caused by construction by or on behalf of Owner; (2) any interference with or impairment of light, ventilation, air quality or view (whether temporary or permanent) caused by construction on, or changes to, property not owned by Owner; (3) the closing, darkening or blocking up of windows if such action is required by Law; and (iv) any temporary dirt, noise, odor or other condition stemming from the creation of, or other work pertaining to, any of the items described in (1) through (3) hereof. No Permitted Obstruction will be considered a breach of this Lease or any of Owner's obligations under this Lease; nor will any Permitted Obstruction entitle You to a suspension or reduction of rent or allow You to cancel this Lease or make a claim for damages, nuisance, abatement of rent or otherwise. You will cooperate fully with, and not object to nor interfere with, Owner and Owner's representatives (and, if required by Owner, the owner of neighboring buildings and its representatives) in their creation of, or performance of other work pertaining to, a Permitted Obstruction. This includes, without limitation, Your giving Owner and Owner's representatives (and such owner of neighboring buildings and its representatives) access to the Apartment to plan, perform and inspect such work. If the Apartment contains a "lot line" window(s), You acknowledge that You were advised that a building or structure may be erected on adjacent property which may completely block said lot line window(s).

26. LENDER'S CONSENT REQUIRED

If [1] any Mortgage requires Owner to obtain the consent of a Lender to this form of Lease, [2] this Lease is signed before any Lender has given its consent, and [c] after this Lease is signed a Lender requires that Owner change the form of this Lease, then Owner will notify You of the required changes and this Lease will be automatically amended to incorporate such changes, except that You will have the option to terminate this Lease early, if the required changes increase Your monthly rent or materially increase Your other obligations. To terminate this Lease early, You must so notify Owner, within 15 days after Owner gives you notice of the required changes, of the date that You want this Lease to end; If You properly give such notice, the Lease will end on the date You specified.

27. BILLS AND NOTICES

Notices to You. Any notice from Owner or Owner's agent or attorney will be considered properly given to You if:

a. Written Notice. It is (a) in writing; (b) signed by or in the name of Owner, Owner's agent or attorney; (c) addressed to You at the Apartment or such other address as Owner believes is reasonably likely to reach You and (d) delivered by messenger, mail or overnight delivery service (such as Federal Express). Such notice will be deemed effective as of the date of delivery (if sent by messenger), one day after it is sent by overnight delivery service or on the next day after mailing that the Postal Service makes regular residential deliveries.

b. Electronic Notice. There is an "E-Mail Address For Tenant" and/or "Fax Number for Tenant" shown at the beginning of this Lease, or if You subsequently provide an e-mail address and/or fax number to Owner, and Owner or its agent notifies You by fax or e-mail at the indicated e-mail address and/or fax number. Notice by e-mail or fax will be deemed given when sent and need not be signed.

Electronic Communications Are Not Binding On Owner. Any agreement, notice or other communication sent to or from Owner, by e-mail, fax, or other electronic means ("electronic notice"), is not legally binding, valid or enforceable against Owner, absent Owner's specific written authorization unless otherwise provided for in this Lease.

c. Posted Notice. Such notice is intended for more than one Tenant in the Building (as opposed to a notice that is specifically for You) and such notice is given (a) by inclusion on or with Your rent bill, (b) by posting it in or near the lobby of the Building, mail box, elevator and/or other public area in the Building, or (c) by leaving same under or at Your Apartment door. Such notice need not be signed and will be deemed given one day after it is sent to you, posted in the Building, or left under or at Your Apartment door.

d. Oral Notice. Such notice is given to Your orally, in person, by telephone or otherwise, in the case of an emergency, in which case, such notice will be deemed given immediately. If there is more than one

person signing this Lease as Tenant, each Tenant designates the other persons as his or her agent for the purpose of receiving notices, so that Owner need only give notice to one such person for a notice to be effective as to all persons who constitute Tenant.

28. NOTICES TO OWNER

Any notice that You may wish to give to Owner, will not be effective unless it is in writing, signed by all of the persons named as Tenant under the Lease, and sent, postage prepaid, by registered mail, return receipt requested, to Owner at the address noted on page 1 of this Lease, marked Attention: Property Manager, with a copy to Owner as said addressed, marked Attention: General Counsel, or at such other address as Owner may designate from time to time. Such notice will be deemed given on the next day after mailing that the Postal Service makes regular deliveries to businesses.

29. NO PROMISES BY OWNER EXCEPT AS STATED IN LEASE

You acknowledge that no representation or promise of any kind has been made by Owner, or any agent or employee of Owner or any broker or broker's agent, and You are not relying on any representation or promise, except as expressly set forth in this Lease or in the separate documents indicated on the first page of this Lease. Without limiting the foregoing, You acknowledge that You are not relying upon and You were not induced to enter into this Lease or to take possession of the Apartment by anything contained in any floor plans, brochure or other literature. This Lease (together with the documents indicated on the first page of this Lease) contains the entire agreement between You and Owner with respect to the topics covered by this Lease and supersedes all other statements, communications, brochures and agreements, whether oral or written

30. OWNER'S RIGHT TO CONSOLIDATE, REDUCE OR ELIMINATE FACILITIES

If there is or there shall be joined to the Building in which the Apartment is located, another building(s), so that the Building and the one or more joined buildings, shall be serviced by common facilities (including but not limited to a lobby, entranceway, service entrance, basement, heating system, elevator, public hallway or fitness center) or employees (including, without limitation, a superintendent, lobby attendants or porters), or if Owner consolidates the operation and/or services of the Building with another building which may or may not be joined to the Building or if Owner changes the lobby or access to the Building or any of its facilities, thereby eliminating, reducing or changing some or all of the existing services, amenities, employees, lobby or other facility, such action by Owner shall not be deemed a breach of this Lease or a reduction of services for which You may claim any abatement or reduction of rent or any right to have such services, amenities, facilities, lobby, access or employees restored.

31. WAIVER BY TENANT

You waive any cause of action or claims arising from any noise, inconvenience, disturbance or other acts occurring during, or as a result of, any work performed to join the buildings, or to consolidate or change any of the facilities, such as any of the Common Facilities, the lobby or access to the buildings, and You shall not have any claim for abatement or reduction of rent nor will You be relieved of any of Your other obligations by virtue of the said noise, inconvenience or disturbance.

32. NOISE; ODORS OR OTHER ANNOYANCES

You acknowledge that Owner has not made any representations or promises with respect to noise, odors or other annoyances however arising and whether occurring inside or outside the Building or in the general vicinity of the Building. You hereby waive and release any claim, cause of action or set-off by reason of or arising out of any noise, inconvenience, aroma, scent, odor or other annoyance, however arising, and whether occurring inside or outside the Building (including, without limitation, annoyances caused by others in the Building, other in the general vicinity of the Building, traffic, cars, busses and other vehicles, deliveries, business activities, dust, fumes, debris, vibration and air pollution, public improvements and other construction activities). You shall not rescind this Lease or claim any abatement or reduction of rent, nor shall You fail to honor any of Your other obligations under this Lease by virtue of any of the above-mentioned items.

33. INFORMATION; NO CONFIDENTIALITY

By signing this Lease You are telling Owner that all information and documents provided by You or on Your behalf to Owner or Owner's agents (including, without limitation, anything in Your application to rent the Apartment) or otherwise obtained by Owner or Owner's agents in connection with this Lease and Your rental of the Apartment is true, correct and complete and does not leave out any information that would be important to Owner's decision to rent the Apartment to You. If Owner discovers any such misrepresentation or omission before the start of or during the term of this Lease, Owner may cancel this Lease by notice to You (which for this purpose may be written or electronic notice). All such information and documents (including, without limitation, information obtained by Owner during the term of this Lease, such as information about Your timeliness in making rent payments and fulfilling Your obligations under this Lease) may be disclosed by Owner or its agents to third parties.

SIGNING AND BINDING

You represent that the signing of this Lease and its delivery to Owner shall constitute an offer to enter into the Lease with Owner. This Lease shall not be binding upon Owner until it is signed by Owner and a signed copy returned to You by mail or otherwise TO CONFIRM OUR AGREEMENTS, OWNER AND YOU RESPECTIVELY SIGN THIS LEASE AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1.

Brooklyn Princess LLC




5/9/2024

08:21 PM EDT

Semehal Kidane (Tenant)

Date



Signed by Landlord, Authorized Signatory

Wed Sep 11 2024 11:03:16 AM EDT

Key: 6AE6F66A; IP Address: 47.21.61.74

(Authorized Signatory)

Date



5/9/2024

07:00 PM EDT

Ji Yu Kim (Tenant)

Date



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): **Semehal Kidane and Ji Yu Kim**
Subject Premises: **309 Gold Street #10E, Brooklyn, NY 11201**
Apt.#: **10E**
Date of vacancy lease: **May 8, 2024**

BEDBUG INFESTATION HISTORY
(Only boxes checked apply)

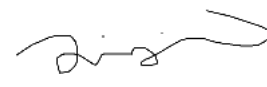
- ☒ There is no history of any bedbug infestation within the past year in the building or in any apartment.
- ☐ During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the _____ floor(s).
- ☐ During the 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:

Brooklyn Princess LLC


Semehal Kidane (Tenant) _____
Date

 Signed by Landlord, Authorized Signatory
Wed Sep 11 2024 11:03:16 AM EDT
Key: 6AE6F66A; IP Address: 47.21.61.74

(Authorized Signatory) _____
Date


Ji Yu Kim (Tenant) _____
Date


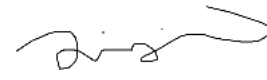
CON EDISON CONSENT FORM

DATE: MAY 8, 2024
BUILDING ADDRESS AND UNIT NUMBER: 309 GOLD STREET #10E, BROOKLYN, NY 11201
LEASE START DATE: AUGUST 15, 2024

NAME OF TENANT: SEMEHAL KIDANE AND JI YU KIM
TELEPHONE NUMBER: (206) 945-5139 (240) 463-2263
DATE OF BIRTH: 3/8/2003 , 4/30/2004
SOCIAL SECURITY NUMBER: OR ALTERNATE ID: 764-83-**** , 822-11-****
DRIVER'S LICENSE NUMBER & STATE INFORMATION: - , -
STATE ID INFORMATION - NUMBER & STATE INFORMATION:
PASSPORT NUMBER & COUNTRY WHERE PASSPORT WAS ISSUED: - United States , - United States
E-MAIL ADDRESS: semhaly2003@gmail.com , jiyukim0430@gmail.com

WOULD YOU LIKE BILLS VIA E-MAIL OR REGULAR MAIL?
☒ E-MAIL
☐ REGULAR MAIL

I, SEMEHAL KIDANE AND JI YU KIM AUTHORIZE **CON EDISON** TO ESTABLISH AN ACCOUNT AT THE ABOVE ADDRESS AND USE ALL INFORMATION I HAVE PROVIDED.

	<div>5/9/2024 08:21 PM EDT</div>
Semehal Kidane (Tenant)	Date
	<div>5/9/2024 07:00 PM EDT</div>
Ji Yu Kim (Tenant)	Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MAY 8, 2024 BETWEEN BROOKLYN PRINCESS LLC (LANDLORD) AND SEMEHAL KIDANE AND JI YU KIM (TENANT) REGARDING APARTMENT 10E IN THE PREMISES LOCATED AT 309 GOLD STREET, BROOKLYN, NY 11201. 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.

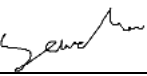
FITNESS RIDER

IT IS HEREBY AGREED, this Rider shall be deemed to be incorporated into and is made a part of the Lease dated August 15, 2024 (the "Lease") between Brooklyn Princess LLC (the "Landlord") and Semehal Kidane and Ji Yu Kim (hereinafter, the "Tenant" and, if there are co-tenants to the Lease, they shall be jointly referred to herein as "Tenant") (and any occupants, if applicable) regarding the renting of apartment 10E (the "Apartment") at 309 Gold Street, Brooklyn, NY 11201 ("Building"):

- 1. The Building contains fitness center (collectively, the "Facilities"). Landlord may, pursuant to a separate agreement (the "Amenity Agreement") and subject at all times to the applicable rules and regulations promulgated by Landlord, grant Tenant, occupants of the Apartment and their guests (collectively, "Authorized Users"), the right to use the Facilities, **WHICH MAY BE SUBJECT TO THE PAYMENT OF A FEE; FOR THE AVOIDANCE OF DOUBT, THE PROVISIONS OF THIS RIDER DO NOT GRANT TENANT AND/OR AUTHORIZED USERS THE RIGHT TO USE THE FACILITIES AND ONLY A FURTHER WRITTEN INSTRUMENT BETWEEN LANDLORD AND/OR ITS DESIGNEES AND/OR TENANT AND/OR AUTHORIZED USERS SHALL GRANT SUCH PRIVILEGE, WHICH PRIVILEGE MAY BE GRANTED OR DENIED IN THE SOLE AND ABSOLUTE DISCRETION OF LANDLORD.** The undersigned acknowledge that whether or not Tenant and/or Authorized Users enter into such agreement, the provisions of this Rider shall apply, including, without limitation, in the event of the unauthorized use of the Facilities by Tenant and/or Authorized Users.
- 2. The undersigned Authorized Users further acknowledge that any use of the fitness amenities, equipment or services provided in connection with the Facilities is at such Authorized User's sole/own risk and that none of Landlord, Landlord's managing agent or their affiliates nor their respective direct and/or indirect successors and/or assigns, officers, members, principals, employees, agents and/or lenders (collectively, "Landlord Parties") shall be responsible nor liable for any acts, omissions, events or occurrences relating to Tenant's and/or Authorized Users' use of the Facilities, including, without limitation: (i) loss, or damage to personal property of Tenant and/or Authorized Users, including but not limited to, money or jewelry; and (ii) any loss or damage suffered by Tenant and/or Authorized Users as a result of personal injuries or death sustained by Tenant and/or Authorized Users in, on, about or in connection with the use of the Facilities. In furtherance of the foregoing, Tenants and their Authorized Users, jointly and severally, agree to indemnify Landlord Parties and hold Landlord Parties harmless from any and all liabilities, suits claims, demands, actions or damages (including reasonable attorneys' fees and disbursement) in connection with the use by Tenant and/or Authorized Users of the Facilities. The undersigned have been informed of, understand and are aware that any exercise program, whether or not requiring the use of the Facilities, including without limitation, exercise equipment and/or the facilities, is a potentially hazardous activity. The undersigned have also been informed of, understand and are aware that any exercise and/or fitness activities and/or the use of facilities involve a risk of injury, as well as abnormal changes in blood pressure, fainting, and a risk of heart attack, stroke, other serious disability or death, and that the undersigned are voluntarily participating in these activities and using the Facilities with full knowledge, understanding and appreciation of the dangers involved. The undersigned, with full knowledge and understanding, hereby agree to expressly assume and accept any and all risks of injury, regardless of severity, or death. In furtherance of the foregoing, the undersigned Tenant and/or Authorized Users do here now and forever release and discharge Landlord Parties, from any and all claims, demands, damages, rights of action or causes of action, present or future, arising out of or in connection with use of the Facilities by Tenant and/or Authorized Users or any injuries resulting therefrom.
- 3. Landlord recommends that Tenant and any other Authorized User consult with a medical doctor prior to beginning any fitness program or use of the Facilities. Tenant represents that he/she and any other Authorized User is in good health and condition and is from illness or communicable disease that may make Tenant's use of the Facilities injurious to Tenant or other users of the Facilities. If Tenant or any other Authorized User should develop any such condition, illness of disease during the term, Tenant and/or such Authorized User agrees to discontinue his/her use until he/she has received an appropriate medical release for Tenant's doctor authorizing Tenant to continue using the Facilities.
- 4. Landlord may revoke Tenant's and/or such Authorized User's use of the Facilities for breach (i) of any of the provisions of the Lease or this rider or (ii) for Tenant's and/or Authorized Users' generally undesirable behavior, which shall be determined by Landlord in its sole and absolute discretion. The unauthorized use of the Facilities or any violation of the terms and conditions of this rider, the Amenity Agreement, or the applicable rule and regulations promulgated by Landlord shall be a default of Tenant under the Lease.
- 5. The covenants, agreements, terms, provisions and conditions contained in this Rider shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this Rider to be executed as of the day and year first above written.

Approved and Accepted by Tenant/Authorized Users:

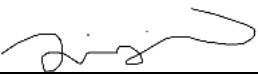


5/9/2024

08:22 PM EDT

Semehal Kidane (Resident)

Date



5/9/2024

07:00 PM EDT

Ji Yu Kim (Resident)

Date


ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MAY 8, 2024 BETWEEN BROOKLYN PRINCESS LLC (LANDLORD) AND SEMEHAL KIDANE AND JI YU KIM (TENANT) REGARDING APARTMENT 10E IN THE PREMISES LOCATED AT 309 GOLD STREET, BROOKLYN, NY 11201. 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.

MOISTURE AND MOLD RIDER

In consideration of the mutual covenants set forth in the Lease and below, and other good and valuable consideration, Owner and Tenant agree as follows:

1. Mold is found virtually everywhere in our environment - both indoors and outdoors and in both new and old structures. When moisture is present, mold can grow. Therefore, the best way to avoid problems related to mold is to prevent moisture buildup in the apartment. This is particularly important in certain more humid climates and, as a general matter, in any climate during those times of the year when outdoor temperatures and humidity levels are high. Owner cannot guarantee Tenant that the apartment is, or ever will be, a "mold-free environment". There is much a Tenant can and should do within the apartment to reduce the possibility of mold growth, including the following:
 - When doors and windows are closed, keep the air conditioning on "Auto" or "On" at all times. When doors or windows are open, turn the air conditioner "Off". To the extent possible, keep windows and doors closed in damp or rainy weather conditions to avoid moisture entering the apartment. Do not block or cover any heating / ventilation / air-conditioning diffusers, grilles and/or thermostats with furniture, wall hangings, etc.
 - Wipe down and dry countertops, windows, windowsills, and air conditioning grilles when moisture condenses on these surfaces. Do not over-water houseplants and clean up spills immediately. All potted plants must have a secondary container under the primary container to collect water.
 - Use the exhaust fan when bathing/showering and, if applicable, keep the shower curtain inside the tub and/or fully close the shower door. When finished bathing/showering, leave the bathroom door open, and allow the exhaust fan to run, until all moisture on the mirrors, bathroom walls and tile surfaces has evaporated. Hang up towels and bathmats to dry completely. Dry any excess moisture on bath/shower and sink fixtures. Periodically clean and dry the walls around the bathtub and shower using a household cleaner.
 - Dry any condensation that gathers in the laundry closet. Use the dryer to dry most laundry. Use drying racks in well-ventilated areas and, if possible, use a fan to circulate the air. Ensure that the dryer vent is properly connected and clear of any obstructions. Clean the dryer lint filter after every use.
2. Tenant acknowledges and agrees that if Tenant fails to take steps necessary to prevent or reduce moisture from building up in the apartment or fails to maintain the apartment in a clean condition, Tenant will be creating an environment that could result in mold growth. Tenant agrees to notify Owner *immediately* of any sign of a water leak, excessive or persistent moisture or any condensation issues in the apartment or in any storage room or garage leased to Tenant, any stains, discoloration, mold growth or musty odor in any of such areas, any malfunction of the heating or air-conditioning system, or any cracked or broken windows. Tenant acknowledges and agrees that Owner will not be responsible for damages or losses due to mold growth to the extent such conditions have resulted from the acts or omissions of Tenant, or if Tenant has failed to immediately notify Owner of any of the conditions noted in the preceding sentence, and Tenant will reimburse Owner for any damage to the apartment resulting from Tenant's acts or omissions or failure to notify Owner of such conditions. Tenant agrees to cooperate fully with Owner in Owner's efforts to investigate and correct any conditions that could result in, or have resulted in, mold growth, including, without limitation, upon Owner's request, vacating the apartment for such time as necessary to allow for any investigation and corrective action deemed necessary by Owner.
3. In the event of a conflict between the terms of the Lease and this Addendum, the terms of this Addendum shall control.

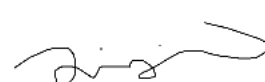
Approved and Accepted:



5/9/2024
08:22 PM EDT

Semehal Kidane (Tenant)

Date



5/9/2024
07:01 PM EDT

Ji Yu Kim (Tenant)

Date

NON-SMOKING RIDER

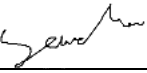
IN THE EVENT THAT THERE ARE ANY PROVISIONS CONTAINED IN THIS RIDER WHICH ARE INCONSISTENT WITH THE PROVISIONS CONTAINED IN THE BODY OF THE LEASE BETWEEN THE PARTIES, IT SHALL BE DEEMED TO BE THE INTENT OF THE PARTIES HERETO THAT THE PROVISIONS CONTAINED IN THIS RIDER SUPERSEDE ANY INCONSISTENT PROVISIONS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

IT IS HEREBY AGREED by and between Brooklyn Princess LLC ("Owner"), owner of the premises known as and located at 309 Gold Street, Brooklyn, NY 11201 and Semehal Kidane and Ji Yu Kim (hereinafter "Tenant"), tenant of Apartment #10E in the subject premises (hereinafter "subject apartment") as follows. This additional rider (this "Rider" or this "Agreement") is attached to and forming a part of Lease dated May 8, 2024. The term "Tenant" for purposes of this Rider shall include occupants and guests of the Tenant.

1. Owner has advised Tenant that it is Owner's preference that the building be a "non-smoking building". The term "smoking" means inhaling, exhaling, breathing, burning, carrying or possessing any (i) lighted cigar, pipe, cigarette, other tobacco product, (ii) other similar lighted product in any manner or in any form or (iii) so called "e-cigarettes" or "vaping" products, be it smokeless or otherwise. Due to the increased risk of fire and the known adverse health effects of secondhand smoke, smoking is prohibited in any area of the property, both private and common, whether enclosed, indoors or outdoors. This policy applies to all tenants, occupants, guests, employees and servicepersons. Accordingly, Tenant shall not smoke in or about the Building or in its apartment and comply with the remainder of this Rider. Tenant shall likewise cause its occupants, guests, employees and servicepersons to comply with the terms hereof. Further, Tenant shall promptly give Owner a written statement of any incident where tobacco smoke is migrating into the Tenant's unit from sources outside of the Tenant's apartment unit.
2. Tenant acknowledges that this information was made available to him/her/them before renting the subject apartment in the building and that Tenant made the decision to rent subject apartment in this building fully aware of this restriction.
3. Tenant acknowledges that Owner's adoption of a non-smoking living environment, and the efforts to designate the entire building as non-smoking, does not in any way change the standard of care that the Owner has under applicable law to render the property any safer, more habitable or improved in terms of air quality standards than any other rental premises. Owner specifically disclaims any implied or express warranties that the property will have any higher or improved air quality standards than any other rental property. Owner cannot and does not warranty or promise that the property will be free from secondhand smoke. Tenant acknowledges that Owner's ability to police, monitor or enforce this Rider is dependent in a significant part on the voluntary compliance by tenants and their guests. Tenants with respiratory ailments, allergies or other condition relating to smoke are put on notice that Owner does not assume any higher duty of care to enforce this Rider than any other Owner obligation under the Lease.
4. As a material inducement for Owner entering into a Lease with Tenant, Tenant represents, and Owner relies upon such representation, that neither Tenant nor any persons that do or will enter into or occupy the apartment with Tenant or by Tenant's permission are currently smokers (or choose or agree not to smoke in the building) and will not smoke anywhere in the building including inside any apartment, inside any bathroom, on private terraces (including if subject apartment has a private terrace), all common areas, all amenity spaces/areas, fire stairs and corridors, any roof decks, terraces and gardens, in any retail space/area, in the garage, etc. and in a perimeter of 30 feet around the entire building envelope and that Tenant shall so inform all such persons that do or will enter into or occupy the apartment with Tenant or by Tenant's permission and shall be responsible for the conduct thereof.
5. If Tenant or any of such persons that do or will enter into or occupy the apartment with Tenant or by Tenant's permission were to smoke (either regularly or in one instance) in any area of the building including in subject apartment, Tenant agrees and understands that such action would be a violation of this Lease Rider, such that Owner may elect to take action against Tenant, up to and including legal steps leading to Tenant's eviction from the subject apartment and the building. Tenant further understands that he/she/they will be responsible for all costs incurred by Owner to remove any smoke odors or residue from the subject apartment and other affected areas of the building upon violation of this Rider.
6. Notwithstanding anything to the contrary contained herein, Tenant understands and acknowledges that Owner does not guaranty a "smoke-free" environment in the building or in Tenant's apartment. No Tenant will look to or hold the Owner liable if the policy is violated by another Tenant. Tenant acknowledges that Tenant's obligations under this Lease are not contingent upon Owner maintaining the building as a non-smoking building, nor shall Owner's failure or inability to maintain the building as a non-smoking building serve as a basis for Tenant to withhold or receive an abatement of any rent or additional rent or for Tenant to have a right to terminate the Lease on the subject apartment.
7. Tenant understands that the Owner may or may not choose to take action against a specific tenant, group of tenants, specific occupant or group of occupants in response to smoking.
8. Tenant expressly acknowledges that Owner (whether acting as Owner hereunder or in any other capacity) has not made and will not make, nor shall Owner be deemed to have made, any warranty or representation, express or implied with respect to its intention or ability to maintain a non-smoking building.
9. The parties shall be deemed to have jointly drawn this Agreement in order to avoid any negative inference against the preparer of the document.
10. The covenants, agreements, terms, provisions and conditions contained in this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.
11. If any provision of this Rider is invalid or unenforceable as against any party or under certain circumstances, the remainder of this Rider and the applicability of such provision to other parties or circumstances shall not be affected thereby. Each provision of this Rider, except as otherwise stated herein or therein provided, shall be valid and enforced to the fullest extent permitted by law.
12. Any failure by Owner to insist upon strict performance by Tenant with any of the provisions of this Rider, irrespective of the number of violations or breaches which may have occurred, the Owner, notwithstanding any such failure, shall have the right thereafter to insist upon strict performance by Tenant of any and all of the provisions of this Rider to be performed by Tenant.
13. This Rider may be executed in separate parts and facsimile signature shall be accepted as binding as if an original.
14. Tenant on behalf of itself and all of its occupants and/or guests ("Tenant Parties") hereby releases and discharges Owner

and its direct and indirect members, principals, officers, partners, employees, and agents from any and all liabilities, suits, claims, demands, actions or damages (including attorney's fees and disbursement) incurred by Tenant Parties arising out of the failure of Tenant Parties or other tenants of the building to comply with the requirements hereunder or under their leases, as applicable, including without limitation, all claims for property damage, personal injuries, health matters and/or wrongful death. Tenant Parties agree to indemnify Owner and its direct and indirect members, principals, officers, partners, employees, and agents and hold harmless Owner and its direct and indirect members, principals, officers, partners, employees, and agents from any and all liabilities, suits, claims, demands, actions or damages (including attorney's fees and disbursement) incurred by Tenant Parties arising out of the failure of Tenant Parties to comply with the requirements hereunder or under their leases, as applicable, including without limitation, all claims for property damage, personal injuries, health and/or wrongful death.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the day and year first above written.

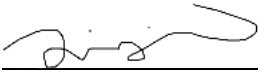


5/9/2024

08:22 PM EDT

Semehal Kidane (Resident)

Date



5/9/2024

07:01 PM EDT

Ji Yu Kim (Resident)

Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MAY 8, 2024 BETWEEN BROOKLYN PRINCESS LLC (LANDLORD) AND SEMEHAL KIDANE AND JI YU KIM (TENANT) REGARDING APARTMENT 10E IN THE PREMISES LOCATED AT 309 GOLD STREET, BROOKLYN, NY 11201. 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.

Occupancy Rider


No Airbnb or Similar Short-Term Rentals

309 GOLD STREET, BROOKLYN, NY 11201

- A. Tenant shall use the Apartment for living purposes only and in full compliance with all applicable laws, codes and regulations. No home office or commercial use is permitted, except in compliance with law. Tenant covenants, warrants and agrees that the Apartment shall not be occupied transiently or as a temporary abode, including, without limitation, occupancy for less than 30 days. By way of example only and without limitation, Tenant covenants, warrants and agrees that the Apartment shall not be occupied as a hotel, motel, dormitory, "bed and breakfast," rooming house, boarding house or as quarters occupied by transient boarders, roomers, or lodgers, or any other similar short-term occupancy. Moreover, neither Tenant nor anyone on Tenant's behalf may advertise for any such transient use of the Apartment on airbnb.com, homeaway.com, sublet.com, vrbo.com, couchsurfing.com, roomorama.com, onefinestay.com, bedandfed.com, craigslist.org or in any other website, newspaper, periodical or other medium. Owner reserves the right, in its sole and absolute discretion, to require that Tenant remain present at all times to authorize access to the Premises and/or for any overnight guests. Tenant acknowledges that a default under this Article is a material breach of a substantial obligation of this Lease which authorizes Owner to cancel this Lease in accordance with the terms hereof, and that no violation of this section shall be deemed *de minimis*, and the mere act of listing or advertising the Apartment shall give the landlord the right to terminate this Lease.
- B. The Apartment may only be occupied by (i) Tenant and his or her immediate family, and (ii) any person otherwise permitted to occupy the Apartment pursuant to New York Real Property Law §235-f (the person[s] set forth in [ii] being referred to hereinafter as "Registered Occupant" or "Registered Occupants"). Tenant warrants and represents that no persons other than the following Registered Occupants shall occupy the Apartment:

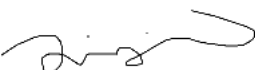
Semehal Kidane, Ji Yu Kim

- C. It shall be a substantial obligation of the tenancy and this Lease (in addition to any other independent obligations under law) that Tenant must notify Owner of any proposed change in additional occupancy, and Owner must consent thereto prior to the commencement of any such additional occupancy. Upon Owner's request, Tenant must provide such reasonable additional information as Owner may request of Tenant regarding each proposed Registered Occupant, including, without limitation, such type of information as Owner requested of Tenant when Tenant initially applied for permission to rent the Apartment. Without limiting Owner's right to deny consent for any other reason, Tenant's failure to provide the information requested by Owner shall result in the denial of Tenant's request for additional occupancy. If the Apartment is occupied by any other person without Owner's prior written consent, Owner may terminate this Lease. The inclusion of any Registered Occupant(s) above shall not create a landlord-tenant relationship between said Registered Occupant(s) and Owner, nor give said Registered Occupant(s) any rights hereunder. Additionally, other than as permitted by law, Tenant agrees that, absent Owner's express written consent, no family member, Registered Occupant, dependent child or any other person other than Tenant shall acquire any right to occupy the Apartment or any other independent tenancy or occupancy rights to the Apartment. The tender or acceptance of Rent by or on behalf of any person other than Tenant shall not constitute such express written consent by Owner.
- D. No Registered Occupant may occupy the Apartment unless at least one person named in this Lease as a Tenant is in occupancy of the Apartment as his or her primary residence. Furthermore, no Registered Occupant may reside in the Apartment if Tenant dies or if Tenant vacates or abandons the Apartment, except as otherwise specifically prescribed under the Rent Stabilization Law and Code (and only in the event that the Rent Stabilization Law and Code is applicable to this Lease).
- E. Tenant shall be fully responsible for the conduct and behavior of all Registered Occupants and invitees, and shall ensure that all Registered Occupants and invitees conduct themselves in a manner consistent with a first class residential apartment building. Any Registered Occupant(s) shall be subject to eviction for conduct which violates this Lease.
- F. If Tenant has a guest, invitee or relative that will be staying with Tenant for more than five (5) days, Tenant must notify Owner, in writing, of that person's name and relationship to Tenant and the date that person will be arriving and the date that person will be leaving.
- G. It is agreed that in the event Tenant shall, in its application for an apartment (which application is incorporated by referenced herein and made a part hereof), make any misrepresentation or untruthful statement, Owner may treat same as a violation of the terms of this Lease, and the remedies provided in this Lease in the event of violation of the terms thereof shall be applicable. In addition thereto, Owner may seek rescission of this Lease by reason of such misrepresentation. In the event Owner shall discover or ascertain such misrepresentation or untruthful statement before the commencement of the term of this Lease, Owner shall have the right to terminate this Lease and refuse occupancy to Tenant without any liability whatsoever.




5/9/2024
08:22 PM EDT

Semehal Kidane (Tenant)Date



5/9/2024
07:01 PM EDT

Ji Yu Kim (Tenant)Date



Signed by Landlord, Authorized Signatory
Wed Sep 11 2024 11:03:16 AM EDT
Key: 6AE6F66A; IP Address: 47.21.61.74

(Owner/Agent)Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED AUGUST 15, 2024 BETWEEN BROOKLYN PRINCESS LLC (LANDLORD) AND SEMEHAL KIDANE AND JI YU KIM (TENANT) REGARDING APARTMENT 10E IN THE PREMISES LOCATED AT 309 GOLD STREET, BROOKLYN, NY 11201 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.


PET POLICY ACKNOWLEDGMENT

This is to acknowledge that I/We was/were informed of the pet policy at Brooklyn Princess. It is understood that pets are not permitted to be kept in the Apartment, building or grounds nor are pets permitted by guest or visitors to the Apartment or Building.

Specifically, I/We must receive written approval from Landlord prior to obtaining and bringing a pet to my/our Apartment which can be withheld for any reason without regard to reasonableness. Furthermore, should I/We receive written approval for a pet(s), I/We will follow the rules and regulations pertaining to having a pet(s) in my Apartment. If, in the Landlord's sole opinion, my/our pet(s) become a nuisance, permission to have a pet(s) in my Apartment may be revoked.

I/We understand that Landlord has acted in specific reliance upon the representations made herein and that absent said representations, and my/our warranty that we will honor and abide by said representation, the Landlord would neither have offered not executed a Lease for the renting of the Apartment with me/us. It is further understood that if I/We violate this policy, an immediate action will be commenced to terminate the lease agreement and recover possession.

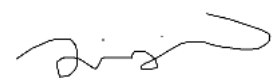
Approved and Accepted:



5/9/2024

08:22 PM EDT

Semehal Kidane (Tenant)Date



5/9/2024

07:01 PM EDT

Ji Yu Kim (Tenant)Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MAY 8, 2024 BETWEEN BROOKLYN PRINCESS LLC (LANDLORD) AND SEMEHAL KIDANE AND JI YU KIM (TENANT) REGARDING APARTMENT 10E IN THE PREMISES LOCATED AT 309 GOLD STREET, BROOKLYN, NY 11201. 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.

SWIMMING POOL RIDER

Tenant agrees and understands that, to the extent, if any, that Tenant elects to make use of the swimming pool area ("Swimming Pool"), Tenant does so at Tenant's own risk and that Owner is neither responsible nor liable for any acts, omissions, events or occurrences relating to Tenant's use of said swimming pool.

The covenants, agreements, terms, provisions and conditions contained in this Rider shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

The Landlord may revoke Tenant's use of the Swimming Pool for substantial breach (i) of any of the provisions of this agreement: or (ii) for Tenant's generally undesirable behavior, which shall be determined by Management in its sole discretion.

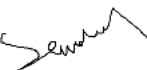
Tenant represents that he/she is in good health and condition and is free from illness or communicable disease that may make Tenant's use of the Swimming Pool's facilities injurious to Tenant or other users of the Swimming Pool. If Tenant should develop any such condition, illness of disease during the term, Tenant agrees to discontinue his/her use until he/she has received an appropriate medical release for Tenant's doctor authorizing Tenant to continue using the facility. Tenant further agrees to hold Landlord, its owners, its agents, directors, officers, employees and any independent third party Swimming Pool operator harmless from all liability or damages which Tenant may incur if Tenant or any third party should sustain injury, illness, disease or damage while using the facilities which is caused by Tenant's conditions, illness or disease. Tenant acknowledges that if he/she has any chronic physical disability or medical condition, Tenant may be at risk in using the Swimming Pool.

Landlord and its officers, partners, employees, and agents shall not be liable for (i) loss, or damage to personal property of Tenant or Tenant's Guests, including but not limited to, money or jewelry: and (ii) any loss or damage suffered by Tenant or Tenant's Guests as a result of personal injuries sustained by Tenant or Tenant's Guests in, on, or about Swimming Pool. Tenant and Tenant's Guests hereby releases and discharges Landlord from any and all liabilities, suits claims, demands, actions or damages (including reasonable attorneys fees and disbursement) incurred by Tenant or Tenant's Guests arising out of the use or intended use of the Swimming Pool, including without limitation, all claims for property damage, personal injuries or wrongful death.

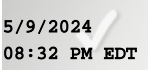
Tenant is aware that the use of the Swimming Pool involves certain risks of injury and Tenant expressly assumes the risk and responsibilities for any and all accidents or injuries of any kind which Tenant may sustain by reason of Tenant's physical exercise and use of the Swimming Pool.

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

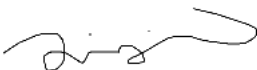
Approved and Accepted:



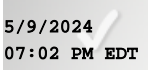
Semehal Kidane (Resident)



Date



Ji Yu Kim (Resident)



Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MAY 8, 2024 BETWEEN BROOKLYN PRINCESS LLC (LANDLORD) AND SEMEHAL KIDANE AND JI YU KIM (TENANT) REGARDING APARTMENT 10E IN THE PREMISES LOCATED AT 309 GOLD STREET, BROOKLYN, NY 11201. 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.

SMOKE/CARBON MONOXIDE DETECTOR

TENANT CERTIFICATION FORM

Address: 309 Gold Street, Brooklyn, NY 11201

Apt: 10E

I/We, Semehal Kidane and Ji Yu Kim as above referenced Tenant certify that I/We have inspected the apartment and that 3 smoke/carbon monoxide detector(s) was/were presented and in operable condition. I/We understand that it is my responsibility as tenant to maintain the smoke/carbon monoxide detector(s).

Tenant deposited \$0.00 an additional security for the unit and will be refunded at the termination of Lease Agreement upon inspection of unit working in good order.

Approved and Accepted:



5/9/2024

08:22 PM EDT

Date

Semehal Kidane (Resident)



5/9/2024

07:02 PM EDT

Date

Ji Yu Kim (Resident)

THE REAL ESTATE BOARD OF NEW YORK, INC.
SPRINKLER DISCLOSURE LEASE RIDER

Pursuant to the New York State Real Property Law, Article 7, Section 231-a, effective December 3, 2014 all residential leases must contain a conspicuous notice as to the existence or non-existence of a Sprinkler System in the Leased Premises.

Name of tenant(s): Semehal Kidane and Ji Yu Kim
Lease Premises Address: 309 Gold Street, Brooklyn, NY 11201
Apartment Number: 10E (the "Leased Premises")
Date of Lease: May 8, 2024

CHECK ONE:

1. ☐ There is **NO** Maintained and Operative Sprinkler System in the Leased Premises.
2. ☒ There is a Maintained and Operative Sprinkler System in the Leased Premises.
- A. The last date on which the Sprinkler System was maintained was on 7/25/2023 and inspected on 7/25/2023.

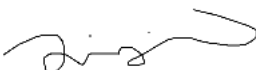
A "Sprinkler System" is a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread (Executive Law of New York, Article 6-C, Section 155-a(5)).

Acknowledgment & Signatures:

I, the Tenant, have read the disclosure set forth above. I understand that this notice, as to the existence or non-existence of a Sprinkler System is being provided to me to help me make an informed decision about the Leased Premises in accordance with New York State Real Property Law Article 7, Section 231-a.



Semehal Kidane (Tenant) Date

5/9/2024
08:23 PM EDT


Ji Yu Kim (Tenant) Date

5/9/2024
07:02 PM EDT

Brooklyn Princess LLC

 Signed by Landlord, Authorized Signatory
Wed Sep 11 2024 11:03:16 AM EDT
Key: 6AE6F66A; IP Address: 47.21.61.74

(Authorized Signatory) Date


ANNUAL NOTICE REGARDING INSTALLATION OF
STOVE KNOB COVERS

The owner of this building is required, by Administrative Code §27-2046.4(a), to provide stove knob covers for each knob located on the front of each gas-powered stove to tenants in each dwelling unit in which a child under six years of age resides, unless there is no available stove knob cover that is compatible with the knobs on the stove. Tenants may refuse stove knob covers by marking the appropriate box on this form. Tenants may also request stove knob covers even if they do not have a child under age six residing with them, by marking the appropriate box on this form. The owner must make the stove knob covers available within 30 days of this notice. Please also note that an owner is only required to provide replacement stove knob covers twice within any one-year period. You may request or refuse stove knob covers by checking the appropriate box on the form below, and by returning it to the owner at the address provided. If you do not refuse stove knob covers in writing, the owner will attempt to make them available to you.

PLEASE COMPLETE THIS FORM BY CHECKING THE APPROPRIATE BOX, FILLING OUT THE INFORMATION REQUESTED, AND SIGNING.

Please return the form to the owner at the address provided by August 15, 2024:

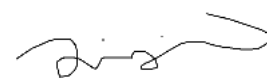
- ☐ **YES**, I want stove knob covers or replacement stove knob covers for my stove, and I have a child under age six residing in my apartment.
- ☐ **YES**, I want stove knob covers or replacement stove knob covers for my stove, even though I do not have a child under age six residing in my apartment.
- ☐ **NO, I DO NOT** want stove knob covers for my stove, even though I have a child under age six residing in my apartment.
- ☒ **NO, I DO NOT** want stove knob covers for my stove. There is no child under age six residing in my apartment.



5/9/2024
08:23 PM EDT

Semehal Kidane (Tenant)

Date



5/9/2024
07:02 PM EDT

Ji Yu Kim (Tenant)

Date

Print Name, Address, and Apartment Number:
Semehal Kidane and Ji Yu Kim
309 Gold Street #10E, Brooklyn, NY 11201

Return this form to (Owner address):
1999 Marcus Avenue, Suite 310, Lake Success, NY 11042

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MAY 8, 2024 BETWEEN BROOKLYN PRINCESS LLC (LANDLORD) AND SEMEHAL KIDANE AND JI YU KIM (TENANT) REGARDING APARTMENT 10E IN THE PREMISES LOCATED AT 309 GOLD STREET, BROOKLYN, NY 11201. 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.


**TAX BENEFITS RIDER #1 TO LEASE
(SECTION 421-A REAL PROPERTY TAX LAW)**

IN ACCORDANCE WITH SECTION 421-A OF THE REAL PROPERTY TAX LAW AND SECTION 2522.5 (e) (2) OF THE RENT STABILIZATION CODE, THE PARTIES CONFIRM THAT YOU WILL BE CHARGED A 421-A MONTHLY RENT INCREASE. THIS SEPARATE MONTHLY CHARGE COMMENCES ON THE ANNIVERSARY DATE OF THE FIRST LEASE OF THE FIRST TENANT TO TAKE OCCUPANCY OF THE UNIT. ON EACH ANNIVERSARY DATE THE 421-A CHARGE WILL INCREASE AN ADDITIONAL 2.2%(CUMULATIVE- NOT TO EXCEED 19.8%) OF THE INITIAL RENT OF THE UNIT'S FIRST TENANT. IT IS AGREED AND UNDERSTOOD THAT UPON RENEWAL OF THIS LEASE THE LANDLORD MAY IN ADDITION TO THE 2.2% INCREASE SET FORTH HEREIN, OBTAIN IN ADDITION, ANY OTHER LEGAL INCREASES AS PERMITTED BY THE RENT STABILIZATION LAW, THE RENT STABILIZATION CODE AND THE RENT GUIDELINES BOARD. THE TENANT AGREES TO PAY SUCH 421-A 2.2% INCREASES COMMENCING THE FIRST DAY OF EACH ANNIVERSARY DATE OF THE INITIAL LEASE FOR THIS APARTMENT.

The Anniversary Month For Your Unit Is: July
The Initial 421-A 2.2% Monthly Charge: \$85.25
Your Current Monthly 421-A Charge Is: \$0.00
Your 421-A Annual Increase Is 2.2% of: \$0.00 for August 15, 2024;

Approved and Accepted:

Brooklyn Princess LLC

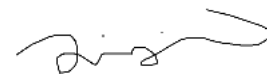


5/9/2024

08:23 PM EDT

Semehal Kidane (Tenant)

Date




5/9/2024

07:03 PM EDT

Ji Yu Kim (Tenant)

Date



Signed by Landlord, Authorized Signatory

Wed Sep 11 2024 11:03:16 AM EDT

Key: 6AE6F66A; IP Address: 47.21.61.74

(Authorized Signatory)

Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MAY 8, 2024 BETWEEN BROOKLYN PRINCESS LLC (LANDLORD) AND SEMEHAL KIDANE AND JI YU KIM (TENANT) REGARDING APARTMENT 10E IN THE PREMISES LOCATED AT 309 GOLD STREET, BROOKLYN, NY 11201. 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.

**TAX BENEFITS RIDER #2 TO LEASE
(SECTION 421-A REAL PROPERTY TAX LAW)**

IT IS HEREBY UNDERSTOOD AND AGREED, THAT THE APARTMENT IS MADE SUBJECT TO THE RENT STABILIZATION LAW, AS AMENDED, SOLELY BY VIRTUE OF THE BUILDING'S PARTICIPATION IN THE TAX BENEFIT PROGRAM UNDER SECTION 421-A OF THE REAL PROPERTY TAX LAW. PURSUANT TO REAL PROPERTY TAX LAW SECTION 421-A AND SECTION 2522.5 (e) (2) OF THE RENT STABILIZATION LAW, THE APARTMENT SHALL REMAIN SUBJECT TO THE RENT STABILIZATION LAW, AS AMENDED, ONLY UNTIL THE EXPIRATION OF THE BUILDING'S TAX BENEFITS. UPON THE EXPIRATION OF THE 421-A TAX BENEFITS AND ONCE THE LEASE IN EFFECT ON THIS DATE EXPIRES, YOUR APARTMENT WILL NO LONGER BE SUBJECT TO THE RENT STABILIZATION LAWS. THE OWNER WILL NOT BE LEGALLY OBLIGATED TO RENEW YOUR LEASE NOR WILL THE LANDLORD BE REGULATED AS TO THE AMOUNT OF RENT THAT MAY BE CHARGED FOR YOUR APARTMENT. THE LANDLORD MAY CHARGE A MARKET RENT FOR YOUR APARTMENT AND MAY CONTINUE TO CHARGE A MARKET RENT SHOULD LANDLORD ELECT TO RENEW YOUR LEASE.

THE TAX BENEFITS EXPIRE ON OR ABOUT JUNE 30, 2027. THIS DATE IS AN APPROXIMATION AND UPON REASONABLE NOTICE THE LANDLORD MAY UNILATERALLY AMEND THIS PORTION OF THE NOTICE TO CORRESPOND WITH THE DATE OF THE EXPIRATION OF THE TAX BENEFITS. SUCH AMENDMENT SHALL BE CONSIDERED PART OF THE ORIGINAL LEASE AND ALL SUBSEQUENT RENEWAL LEASES.

Approved and Accepted:


Brooklyn Princess LLC



5/9/2024

08:23 PM EDT

Semehal Kidane (Tenant)Date

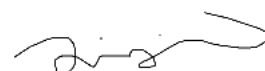


Signed by Landlord, Authorized Signatory

Wed Sep 11 2024 11:03:16 AM EDT

Key: 6AE6F66A; IP Address: 47.21.61.74

(Authorized Signatory)Date



5/9/2024

07:03 PM EDT

Ji Yu Kim (Tenant)Date

ADDITIONAL CLAUSES ATTACHED AND FORMING A PART OF THE LEASE DATED MAY 8, 2024 BETWEEN BROOKLYN PRINCESS LLC (LANDLORD) AND SEMEHAL KIDANE AND JI YU KIM (TENANT) REGARDING APARTMENT 10E IN THE PREMISES LOCATED AT 309 GOLD STREET, BROOKLYN, NY 11201. 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.

WASHER/DRYER RIDER
(Equipment Included at Start of Lease)

Tenant(s) has been advised that the Apartment being leased contains a washer & dryer unit ("W/D"). Tenant(s) understands and agree that use of the W/D is governed by this Lease rider. The fee for the use of the W/D is included in the base rent.

Tenant(s) will only use the W/D in accordance with the manufacturer's instruction manual which has been provided with the W/D. Tenant(s) agrees to familiarize any apartment occupants or other possible W/D users (housekeeper, nanny, etc.) with the proper operating procedures.

Tenant(s) understand that the W/D needs to be serviced periodically to maintain proper working condition. The Owner may contract with an independent third party to have servicing done for W/D located within the Apartment. *TENANT SHALL BE RESPONSIBLE FOR CONTACTING OWNER TO ARRANGE FOR SUCH PERIODIC SERVICING. IN THE EVENT THE W/D IS MALFUNCTIONING, TENANT SHALL BE RESPONSIBLE FOR CONTACTING OWNER TO ARRANGE FOR SUCH SERVICING.* For instance, Tenant(s) should watch out for water leaks or dripping, excessive lint buildup, unusual odors, unusual noise during operation, and water or venting connection issues.

The Owner will bear any cost(s) associated with regular maintenance of the W/D as long as the Tenant(s) uses the W/D according to manufacturer's instructions. If use is beyond normal wear and tear, or Tenant has failed to arrange for periodic servicing, the Owner *MAY HOLD TENANT LIABLE AND RESPONSIBLE FOR* any maintenance and/or repair costs to the Tenant(s) associated with this extraordinary use. Maintenance and/or repair and/replacement costs (both parts and labor) shall constitute additional rent under the Tenant's Lease. Tenant(s) understands that they must allow access to the Apartment and W/D in order for any regular maintenance to be performed.

Tenant(s) agree that Tenant(s) shall operate the W/D at their own risk.

Tenant(s) agree not to attempt any kind of repair, modification or enhancement to the W/D or surrounding area(s). Any work done on the W/D must be contracted by and supervised by the Owner or their representative (Managing Agent, etc.).

Tenant(s) will be *HELD LIABLE AND* responsible for any damage to the Apartment, apartment(s) adjoining or below the Apartment, as well as the Building if caused by *TENANT'S NEGLIGENT OR* extraordinary use or abuse to the W/D. Tenant(s) agrees to reimburse Owner if Tenant has caused damage.

Because the use of the W/D might be disturbing to adjoining building tenants, the W/D can only be used as follows: **Monday through Friday, between the hours of 8:00 AM and 10:00 PM, and Saturday and Sunday, between the hours of 9:00 AM and 9:00 PM.** No exceptions will be permitted. *TENANT'S USE OF THE W/D IN OTHER THAN THE PERMITTED HOURS SHALL BE DEEMED A VIOLATION OF A SUBSTANTIAL OBLIGATION OF THE TENANCY.*

The Owner is not responsible for any loss or damage to personal possessions or persons caused by using the W/D provided.

Tenant(s) agree that the W/D is only being supplied exclusively for their own personal use. Tenant(s) will not use W/D for others, including other tenants in the building who may or may not have such W/D.


The W/D supplied with the Apartment is operated by electricity. The cost(s) associated with the operation of the W/D is the Tenant's/Tenants' sole responsibility.

This permission to use the W/D in the Apartment is not assignable to any other unit in the building or individual.

Tenant(s) may not replace the W/D provided.

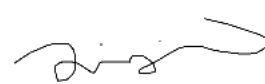
No modifications to this Rider are permitted unless they are in writing and co-executed and dated by the Owner.

Approved and Accepted:



5/9/2024
08:24 PM EDT

Semehal Kidane (Tenant)Date



5/9/2024
07:04 PM EDT

Ji Yu Kim (Tenant)Date



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).

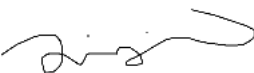
It is a violation of law to refuse, interfere with installation, or remove window guards where required.

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: 309 Gold Street #10E, Brooklyn, NY 11201


Semehal Kidane (Resident)
5/9/2024 08:24 PM EDT
Date


Ji Yu Kim (Resident)
5/9/2024 07:04 PM EDT
Date

RETURN THIS FORM TO:
Brooklyn Princess LLC
1999 Marcus Avenue, Suite 310
Lake Success, NY 11042

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



State of New York
Division of Housing and Community Renewal
Office of Rent Administration
Gertz Plaza
92-31 Union Hall Street
Jamaica, New York 11433
Web Site: www.hcr.ny.gov

Revision Date: January 2024

New York City LEASE Rider For Rent Stabilized Tenants

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.”**

This Rider has been updated to reflect the changes made by the Housing Stability and Tenant Protection Act of 2019.

Section 1 (If this is a renewal lease, do not complete Section 1, go to Section 2)

If Box A is checked, the owner **MUST** show how the rental amount provided for in such vacancy lease has been computed above the previous legal regulated rent by completing the following chart. In addition, the owner **MUST** complete the Notice To Tenant Disclosure of Bedbug Infestation History, as required by the NYC Housing Maintenance Code Section 27-2018.1, which is required to be served on the tenant with this Lease Rider.

ANY INCREASE ABOVE THE PREVIOUS LEGAL REGULATED RENT MUST BE IN ACCORDANCE WITH ADJUSTMENTS PERMITTED BY THE RENT LAWS and RENT STABILIZATION CODE.

VACANCY LEASE RENT CALCULATION

Status of Apartment and Last Tenant (Owner to Check and Complete Appropriate Box - (A), (B), (C), or (D). Choose only one.)

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

Address: **309 Gold Street Brooklyn, NY 11201 Apt.# 10E**

1.

Previous Legal Regulated Rent

\$4,705.63
2.

Guideline adjustment based on **1 year** lease. **(3.0%)** (Note: For vacancy leases, a guideline adjustment can only be taken once per calendar year.)

\$141.17
3.

Individual Apartment Improvements (IAI)
In order to collect rent increase for the IAI, you **MUST** complete the itemized list below and enter the increase in **Line 3-G** (below).

☐

Tenant Request for Documentation
Check the box if you want to request at this time, from the owner, copies of documentation (e.g., bills, invoices, cancelled checks, etc.) that clarify and support the individual apartment improvement(s) cost detailed in this rider. If you do not request it now, you have the lawful right to request it within 60 days of the execution of the lease, by certified mail and the owner must then provide the documentation within 30 days either by certified mail or by personal delivery with a signed acknowledgement receipt by tenant. (Refer to Rider Section 3, Provision 4 - Other Rent Increases, Individual Apartment Improvements.)

Individual Apartment Improvements (IAI)

NOTE: Before completing this section, refer to the IAI limitations described in Section 3 - Provision 4 of this document.

Items

3-A. Bathroom Renovation (check all applicable items)

- ☐ Complete Renovation (if this box is checked you are not required to check individual items)

OR

- ☐ Individual Items
(check all applicable items)
- ☐ Sink
- ☐ Shower Body
- ☐ Toilet
- ☐ Tub
- ☐ Plumbing
- ☐ Cabinets
- ☐ Vanity
- ☐ Floors and/or Wall Tiles
- ☐ Other (describe)

Total Costs for Parts and Labor 3-A. \$0.00

3-B. Kitchen Renovation (check all applicable items)

☐ Complete Renovation (if this box is checked you are not required to check individual items)

OR

☐ Individual Items
(check all applicable items)

- ☐ Sink
- ☐ Stove
- ☐ Refrigerator
- ☐ Dishwasher
- ☐ Cabinets
- ☐ Plumbing
- ☐ Floors and/or Wall Tiles
- ☐ Countertops
- ☐ Other (describe) _____

Total Costs for Parts and Labor 3-B. \$0.00

3-C. Other (check all applicable items)

- ☐ Doors
- ☐ Windows
- ☐ Radiators
- ☐ Light Fixtures
- ☐ Electrical Work
- ☐ Sheetrock
- ☐ Other (describe) _____

Total Costs for Parts and Labor 3-C. \$0.00

3-D. Subtotal Costs for Parts and Labor (sum of 3-A, 3-B and 3-C) 3-D. \$ _____

3-E. Total Costs for Parts and Labor for Prior IAIs Collected on or after 6/14/19 (excluding 3-D) 3-E. \$0.00

3-F. Calculating the allowable IAI increase for this installation: \$15,000 – 3-E 3-F. \$0.00

3-G. Total IAI Rent Increase (1/168th or 1/180th of Line 3-D or Line 3-F, 3-G. WHICHEVER IS LESS) \$0.00

Note: 1/168th if the building has 35 or fewer units. 1/180th if the building is over 35 units.

4. New Legal Regulated Rent (sum of 1, 2 and 3-G) \$4,846.80

4A. Preferential Rent* or Higher Actual Rent** (if charged) \$ _____ \$4,846.80
(enter 4 or 4A)

5. Air Conditioner Surcharges: \$0.00

6. Appliance Surcharges (Tenant-installed washer, dryer, dishwasher) \$0.00

7. Ancillary Services charged (e.g., garage) \$0.00

8. Other (specify) 2.2% Surcharges previously taken \$ _____

9. New Tenant's Total Payment \$4,846.80

* If a “preferential rent” is being charged, please read Provision #17 of this Rider.

** If a “higher actual rent” is being charged, authorized by a regulatory agreement, please read Provision #14 of this rider.

(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 _____) \$ _____
(D) ☐ Other(_____) \$ _____
(For example: New apartment/first rent or Combined apartments, see Fact Sheet #5)

Section 2 - This section needs to be completed for vacancy and renewal leases

NOTICE: If a higher actual rent authorized by a regulatory agreement is being charged, in relation to Section A, B, C or D in Section 1 above, or in a renewal lease, DHCR Notice RA-LR3 must be attached to the lease.

Lease Rider for the housing accommodation:


309 Gold Street 10E
Brooklyn, NY 11201

(Print Housing Accommodation’s Address and Apartment Number)

Lease Start Date: **August 15, 2024** Lease End Date: **August 14, 2025**

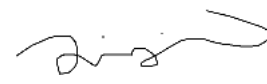
Lease Dated: **May 8, 2024**

The tenant named in the lease hereby acknowledges the contemporaneous receipt of the above lease rider for the housing accommodation stated above.



5/9/2024
08:25 PM EDT

Semehal Kidane (Tenant)Date




5/9/2024
07:04 PM EDT

Ji Yu Kim (Tenant)Date

Subject to penalties provided by law, the owner of the housing accommodation hereby certifies that the above rider is hereby contemporaneously provided to the tenant with the signing of the lease and the information provided by the owner herein is true and accurate based on its records.

Brooklyn Princess LLC



Signed by Landlord, Authorized Signatory
Wed Sep 11 2024 11:03:16 AM EDT
Key: 6AE6F66A; IP Address: 47.21.61.74

(Authorized Signatory)Date

Section 3 - PROVISIONS

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 (“RSC”). 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 otherwise replace or modify more exact or complete sections of the RSL, the RSC, any order of DHCR or other government agency authorized to fix rents, or any order of the New York City Rent Guidelines Board that govern this tenancy. The owner must comply with all applicable state, federal and local fair housing laws and nondiscrimination requirements.

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 and carefully review the summary of lawful rent increases described. Any tenant who believes that the rent they are being charged may be unlawful may consider requesting a rent history of their apartment from DHCR (www.hcr.ny.gov). After reviewing the rent history, the tenant can make an informed decision whether to file form RA-89 “Tenant’s Complaint of Rent and/or Other Specific Overcharges in a Rent Stabilized Apartment.”

1. RENEWAL LEASES

The owner is entitled to increase the rent when a tenant renews a lease (“renewal lease”). Each year, effective October 1, the New York City Rent Guidelines Board sets the percentage of maximum permissible adjustment 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 one or two years. For additional information see DHCR Fact Sheet #26.

2. VACANCY LEASES

The owner is entitled to increase the previous legal regulated rent when a new tenant enters into a lease for the first time and this is referred to as a vacancy lease. The tenant may choose between a one or two-year lease term. The allowable adjustment is set by the Rent Guidelines Board. However, no more than one guideline board adjustment may be added per calendar year. Lawful Major Capital Improvement and Individual Apartment Improvements may also be added to the rent.

3. SECURITY DEPOSITS

An owner may collect a security deposit no greater than one month’s rent. 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. If a preferential rent is being charged, the amount of the security deposit collected can be no higher than the preferential rent.

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 guideline increases, the rent may be permanently increased based upon the following:

(A)Individual Apartment Improvements (IAI) – When an owner installs a new appliance or makes an improvement to an apartment the owner may be entitled to an IAI rent Increase. Tenant written consent for the improvement and rent increase is only required if the apartment is occupied by a tenant. It is not required for a vacant apartment.

In buildings with 35 units or less, the increase is limited to 1/168th of the cost of the improvement. In buildings with more than 35 units, the increase is limited to 1/180th of the cost of the improvement.

No more than three IAI increases can be collected in a 15-year period and the total cost of the improvements eligible for a rent increase calculation cannot exceed \$15,000. Work must be done by a licensed contractor and there is a prohibition on common ownership between the contractor and the owner. The apartment must be free and clear of any outstanding hazardous and immediately hazardous violations. The written consent provided by the tenant in occupancy must be on a DHCR form. A translated version in the top 12 languages spoken other than English will be made available for review on the DHCR website. Owners are required to maintain supporting documentation and photographs for all IAI installations, which commencing June 14, 2020 will be submitted to and stored by DHCR in an electronic format. The IAI rent increase is temporary, as it must be removed from the rent in 30 years and the legal rent must be adjusted at that time for guideline adjustments that were previously compounded on a rent that included the IAI.

The DHCR Lease Rider offered to vacancy lease tenants contain notification to the tenant of the right to request from the owner by certified mail Individual Apartment Improvements (IAI’s) supporting documentation at the time the lease is offered or within 60 days of the execution of the lease. The owner shall provide such documentation within 30 days of that request in person or by certified mail. A tenant who is not provided with that documentation upon demand may file form RA-90 “Tenant’s Complaint of Owner’s Failure to Renew Lease and/or Failure to Furnish a copy of a Signed Lease” to receive a DHCR Order that directs the furnishing of the IAI supporting documentation. (Refer to Rider Section 1, Individual Apartment Improvements.)

(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. Major Capital Improvement rent increases are prohibited in buildings that contain 35% or fewer rent regulated apartments. The owner must file an application with DHCR and all supporting documentation is audited.

DHCR may issue an order denying the increase or granting it in part or in whole and serve the order on the owner and all tenants in the building. The rent increase approved in the DHCR order is collectible prospectively, on the first day of the first month 60 days after issuance. There are no retroactive rent increases. The collection of the increase is limited to a 2% cap/yearly phase-in. The 2% cap also applies to MCI rent increases not yet collected that were approved on or after June 14, 2012. Upon vacancy, the remaining balance of the increase can be added to the legal rent. In buildings with 35 or fewer units, the cost is amortized over a 12-year period. In buildings with more than 35 units, the cost is amortized over 12 1/2 years. The building must be free and clear of any outstanding hazardous and immediately hazardous violations. The MCI rent increase is temporary and it must be removed from the rent in 30 years and the legal rent must be adjusted at that time for guideline adjustments that were previously compounded on a rent that included the MCI rent increase.

Vacancy lease tenants are to be notified in their lease about pending MCI applications.

(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.

5. RENT REGISTRATION

(A)Initial

An owner must register an apartment's rent and services with DHCR when the building first becomes subject to the RSL and in adherence to any related regulatory agreements and/or tax benefit programs.

(B)Annual

The annual registration must be filed with DHCR no earlier than April 1st of each year. At the time of such filing, the owner must provide each tenant with the tenant's copy.

(C)Penalties

Failure to register in a timely manner shall result in penalties, rent reductions, and other remedies as permitted by law.

6. RENEWAL LEASES

A tenant has a right to a renewal lease, with certain exceptions (see Provision 10 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 one or two-year lease at the permissible guidelines adjustment. 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 guideline adjustment until the lease or form is provided.

It is illegal for an owner to require a rent stabilized tenant to provide immigration status information or a Social Security number as a condition to renewing the lease. (For additional information on the rights of foreign-born tenants see DHCR Fact Sheet #45.)

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 or orders of other government agencies authorized to fix rents;
- (B)**if the owner or the lease grants permission to sublet or assign, the owner may charge a sublet allowance for a sub-tenant or assignee, provided the prime lease is a renewal lease. However, this sublet allowance may be charged even if such clause is not added to the renewal lease. (Subletting is discussed in Provision 9 of this Rider);
- (C)(1)** if the building in which the apartment is located is receiving 421-a (1-15) tax benefits, 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.

7. 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. A tenant shall be considered to have permanently vacated the apartment when the tenant has permanently ceased residing in the apartment.

“Family Member” includes the spouse, 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.

8. SERVICES

Written notification to the owner or managing agent should be given but is **NOT** required, before filing a decrease in service complaint with DHCR. Owners who have not received prior written notification from the tenant will however, be given additional time to respond to a complaint filed with DHCR. Applications based on a lack of heat or hot water must be accompanied by a report from the appropriate city agency.

All emergency conditions do not require prior written notification. These include but are not limited to: vacate order (5 day notification), fire (5 day notification), no water apartment wide, no operable toilet, collapsed or collapsing ceiling or walls, collapsing floor, no heat/hot water apartment wide (violation required), broken or inoperative apartment front door lock, all elevators inoperative, no electricity apartment wide, window to fire escape (does not open), water leak (cascading water, soaking electrical fixtures), window-glass broken (not cracked), broken/unusable fire escapes, air conditioner broken (summer season). Complaints to DHCR on the appropriate DHCR form that cite any of these emergency conditions will be treated as first priority and will be processed as quickly as possible. **It is recommended that tenants use a separate DHCR form for any problematic conditions that are not on this emergency condition list.**

Certain conditions, examples of which are set forth in the Rent Stabilization 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, #14 and #37.

9. 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 temporarily increase the rent by the current rent guidelines board adjustment, regardless of whether the owner has increased the rent by the guidelines board amount within the prior twelve months. 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 such temporary increase. The rent increase is the allowance provided by the NYC Rent Guidelines Board available when the tenant’s lease commenced, and it takes effect when the subletting takes place.

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. 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 increase the rent as if the assignee was entering into a new lease following permanent vacancy. Such increase shall remain part of the Legal Regulated Rent for any subsequent renewal lease.

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.

10. 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 grounds stated in the Rent Stabilization Law and Rent Stabilization Code, 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.

Below are listed some but not all grounds for eviction:

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, because of immediate and compelling necessity, seeks to recover the apartment in good faith for personal use and occupancy as a primary residence or for the personal use and occupancy as a primary residence of members of the owner's immediate family; Note that the owner is only permitted to do this for one apartment in a building subject to regulation.
- (C) 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. However, the rent regulations and the Social Services Law provide added protection for victims of domestic violence.

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.

11. 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 for the grounds stated in the Rent Stabilization Law and Rent Stabilization Code.

Below are listed some but not all grounds for eviction:

- (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.

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.

12. 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.

13. 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 guideline adjustments, hardship rent increases, major capital improvement rent increases and rent reductions for DHCR approved electrical sub-metering conversions. 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 (SCRIE) program and the Disability Rent Increase Exemption (DRIE) program can be addressed to the New York City Department of Finance.

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 #20 and #21.

14. SPECIAL CASES AND EXCEPTIONS

Some special rules relating to stabilized rents and required services may apply to newly constructed buildings subject to regulatory agreement and/or which receive tax abatement or exemption, and to buildings rehabilitated under certain New York City, New York State, federal financing, mortgage insurance programs, or project based vouchers. The supervising government agency that sets initial legal rents may also set preferential rents. Regulatory agreements issued and approved by a state or municipal agency or other designated party may provide for actual rents that are higher than legal rents and preferential rents, as long as a government program provides rental assistance for the apartment. The tenant share is governed by the agency providing rental assistance and the regulatory agreement. The actual rent must also be separately registered. When the rental assistance ends, either during a tenancy or upon vacancy, the lesser of the lower legal rent or preferential rent plus any lawful adjustments or a lower rent established by the regulatory agreement must be

charged. This requirement is stated in plain language in DHCR Notice RA-LR3, which must be attached to all leases when higher actual rents are being charged. The rules mentioned in this Rider do not necessarily apply to rent stabilized apartments located in hotels or permanent housing accommodations with government contracted services to vulnerable individuals or individuals with disabilities who are or were homeless or at risk of homelessness. 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.

15. AIR CONDITIONER SURCHARGES

Owners are authorized to collect surcharges from rent stabilized tenants for the use of air conditioners. DHCR issues an annual update to an Operational Bulletin in which the lawful surcharges are established for the year. A surcharge amount is established for tenants in buildings where electricity is included in the rent. These surcharges shall not become part of the legal regulated rent. Surcharges for tenants in buildings where the tenant pays for the electric utility service are prohibited. (See Operational Bulletin 84-4 and Fact Sheet #27).

16. SURCHARGES FOR TENANT INSTALLED WASHING MACHINES, DRYERS AND DISHWASHERS

Unless a lease provides otherwise, owners are not required to allow tenants to install washing machines, dryers or dishwashers. Where a tenant requests permission from the owner to install such appliance or appliances, whether permanently installed or portable, and the owner consents, the owner may collect a surcharge or surcharges. DHCR issues periodic updates to an Operational Bulletin that sets forth surcharges for washing machines, dryers and dishwashers. One set of surcharges is established for tenants in buildings where electricity is included in the rent. Another set of surcharges is established for tenants who pay their own electricity. Such surcharges shall not become part of the rent. (See Operational Bulletin 2005-1).

17. PREFERENTIAL RENT

A preferential rent is a rent which an owner agrees to charge that is lower than the legal regulated rent that the owner could lawfully collect. The legal regulated rent is required to be written into the vacancy lease and all subsequent renewal leases in order to be preserved. The HSTPA effective June 14, 2019 while continuing to allow for both preferential and legal rents to be raised at the time of a lease renewal additionally requires that any preferential rent already being collected must continue to be offered at the time of a lease renewal. The rent increase to be collected at a lease renewal on the preferential rent must be set by applying the applicable guideline adjustment to the preferential rent. The legal rent cannot be collected until a vacancy occurs and can be offered to the next new vacancy lease tenant, provided that both the legal rent and the preferential rent are listed in the initial lease offering the preferential rent and every subsequent lease offering the preferential rent until the vacancy. Exceptions to these requirements may apply to preferential rents established by regulatory agreements.

18. LANGUAGE ACCESS:

Copies of the Rider are available for informational purposes only, in languages required by DHCR’s Language Access Plan and can be viewed at www.hcr.ny.gov. However, the Rider is required to be offered and executed in English only, at the issuance of a vacancy lease or renewal lease. The DHCR RTP-8 Renewal Lease Form is also required to be offered and executed in English only.

Copias de la Cláusula están disponibles con fines informativos en los idiomas requeridos por el Plan de Acceso Lingüístico de la DHCR y se pueden ver en www.hcr.ny.gov. Sin embargo, se requiere que la Cláusula se ofrezca y ejecute en inglés solamente, en la emisión de un contrato de arrendamiento por desocupación o contrato de renovación de arrendamiento. El Formulario del Contrato de Renovación de Arrendamiento RTP-8 de la DHCR también se debe ofrecer y ejecutar en inglés solamente.

Kopi Dokiman Siplemantè a disponib pou bay enfòmasyon sèlman, nan lang ki obligatwa dapre Plan Aksè nan Lang DHCR epi ou kapab wè yo sou sitwèb www.hcr.ny.gov. Men, yo fèt pou bay ak egzekite Dokiman Siplemantè a nan lang Anglè sèlman, lè y ap bay yon nouvo kontra lwaye oswa yon renouvèlman kontra lwaye. Pwopriyete kayla gen obligasyon tou pou bay ak egzekite Fòm Renouvèlman Kontra Lwaye DHCR RTP-8 nan lang Anglè sèlman.

Copie della postilla sono disponibili per finalità esclusivamente informative nelle lingue previste dal Piano di assistenza linguistica (Language Access Plan) del DHCR e sono consultabili sul sito www.hcr.ny.gov. La postilla, tuttavia, va presentata e resa esecutiva solo in lingua inglese, alla stipula di un contratto di locazione di immobile libero o di rinnovo. Anche il modulo del contratto di rinnovo RTP-8 del DHCR va presentato e perfezionato solo in lingua inglese.

Копии данного Приложения доступны исключительно в информационных целях на языках, предусмотренных Программой языкового доступа (Language Access Plan) Жилищно-коммунальной администрации на сайте www.hcr.ny.gov. Однако настоящее Приложение должно быть предложено и подписано исключительно на английском языке при подписании вновь заключенного договора аренды или договора о продлении срока аренды. Форма продления срока аренды RTP-8 Жилищно-коммунальной администрации также должна быть предложена и подписана исключительно на английском языке.

附加條款副本僅供參考，其語言格式以 DHCR 「語言服務計畫」之規定為準，且可於 www.hcr.ny.gov 查看。不過，於交付空房租約或續期租約時，本附加條款之版本與履行效力仍以英文版為主。房東亦須提供英文版的「DHCR RTP-8 續期租約表」，且履行效力同樣以英文版為主。

본 특약서의 사본은 DHCR의 언어 액세스 계획 (Language Access Plan) 에서 요구하는 언어로 정보 제공의 목적으로만 제공되며, www.hcr.ny.gov 에서 볼 수 있습니다. 하지만 본 특약서는 공실 임대 계약서 또는 갱신 임대 계약서 발행 시에 는 영어로만 제공 및 작성해야 합니다. DHCR RTP-8 갱신 임대 계약서 (Renewal Lease Form) 도 영어로만 제공 및 작성해야 합니다.

ক্রেডপত্রের কপি শুধুমাত্র তথ্যমূলক উদ্দেশ্যের জন্য, DHCR-এর ভাষা প্রবেশাধিকার পরিকল্পনায় প্রজনীয় ভাষাগুলোতে উপলব্ধ এবং www.hcr.ny.gov-এ দেখতে পাওয়া যেতে পারে। তবে, ক্রেডপত্রটি একটি খালি জায়গা বা পুনর্নবীকরণ লিজ জারি করায়, শুধুমাত্র ইংরেজিতে প্রস্তাবিত ও সম্পন্ন করা প্রয়োজন। DHCR RTP-8 পুনর্নবীকরণ লিজ ফর্মও শুধুমাত্র ইংরেজিতে প্রস্তাবিত ও সম্পন্ন করা প্রয়োজন।

קאפיעס פונעם ריידער זענען אוועלעבל בלויז פאר אינפארמאציע צוועקן. אין שפראכן פארלאנגט דורך DHCR שפראך צוטריט פלאן און קענען געזען ווערן אויף www.hcr.ny.gov. אבער, דער ריידער איז פארלאנגט צו ווערן צוגעשטעלט און אויסגעפירט נאר אין ענגליש. ביים ארויסגעבן א וועיקענס לייעס אדער באנייאונג לייעס. דער DHCR RTP-8 באנייאונג לייעס בויגן איז אויך פארלאנגט צו ווערן צוגעשטעלט און אויסגעפירט נאר אין ענגליש.

Kopie Aneksu są dostępne wyłącznie w celach informacyjnych, w językach wymaganych przez Plan Dostępu Językowego DHCR (DHCR's Language Access Plan) i można się z nimi zapoznać na stronie www.hcr.ny.gov. Wymaga się jednak, aby Aneks był oferowany i zawierany wyłącznie w języku angielskim, przy zawieraniu umowy najmu na czas nieokreślony lub przedłużaniu umowy najmu. Wymaga się, aby Formularz przedłużenia umowy najmu DHCR RTP-8 był również oferowany i zawierany wyłącznie w języku angielskim.

تتوفر نسخ من الملحق لأغراض تقديم المعلومات فقط، باللغات التي تتطلبها خطة الإتاحة اللغوية لشعبة الإسكان وتجديد المجتمع (DHCR) ومن الممكن عرضها من خلال الموقع www.hcr.ny.gov. ومع ذلك، يجب عرض الملحق واستكمالها باللغة الإنجليزية فقط، عند إصدار عقد تأجير الشقة الشاغرة أو عقد تجديد الإيجار. يطلب أيضًا تقديم واستكمال نموذج عقد تجديد الإيجار RTP-8 لشعبة الإسكان وتجديد المجتمع (DHCR) باللغة الإنجليزية فقط.

Des copies de l'avenant sont disponibles à titre d'information uniquement, dans les langues requises par le Plan d'accès aux langues de la DHCR et peuvent être consultées sur www.hcr.ny.gov. Toutefois, l'avenant doit être proposé et signé en anglais uniquement, lors de la délivrance d'un bail vacant ou de renouvellement. Le formulaire de renouvellement de bail DHCR RTP-8 doit également être offert et signé en anglais uniquement.

سوار کی کاپیاں DHCR کے لینگویج ایکسس پلان کے مطابق درکار زبانوں میں معلوماتی مقاصد کے لیے دستیاب ہیں اور www.hcr.ny.gov پر دیکھی جا سکتی ہیں۔ تاہم، رائیڈر کو صرف انگریزی میں، خالی لیز یا تجدید لیز کے اجراء پر پیش کش اور عمل درآمد کی ضرورت ہوتی ہے۔ DHCR RTP-8 تجدید لیز فارم کو بھی صرف انگریزی میں پیش کرنے اور انجام دینے کی ضرورت ہے۔

19. FEES

There are certain fees that owners may charge tenants separate and apart from the rent for the apartment. However, fees of any kind do not become part of the legal rent or preferential rent and cannot be added to it for the purpose of calculating lease renewal increases.

Lawful fees:

Late fees where a clause in the initial vacancy lease allows for them to be charged by a certain specific date and the late fees are no more than the lesser of \$50 or 5% of the monthly rent currently being charged and collected. Preferential rents, which may also be referred to as “on-time rent,” that are conditioned on prompt payment of rent or terminate upon late payment of rent are not allowed.

Legal fees can only be collected if ordered by a judge in court.

Reasonable fees for a background check when applying to be a tenant which cannot exceed \$20 per tenant subject to the background check.

Fees for window guards (\$10 per guard) are detailed in DHCR Fact Sheet #25.

Fees for smoke alarms, carbon monoxide detectors and natural gas detectors are established by the local municipality.

Actual fees/charges incurred for insufficient funds for a tenant's rent check that did not clear (bounced checks), if this was provided for in the initial lease.

Fees imposed by the NYC agency (Ex-HPD, HDC) that has oversight authority pursuant to a regulatory agreement.

Fees for Air Conditioners and Tenant-installed Washing Machines, Dryers and Dishwashers are detailed in DHCR's Operational Bulletin 84-4, Fact Sheet #27, and DHCR Operational Bulletin 2005-1.

Fees for Sub-Metering or other utility services. Fees for Sub-Metering are detailed in DHCR Operational Bulletin 2014-1.

Unlawful Fees:

Fees for background checks on rent stabilized tenants in occupancy.

Fees cannot be charged to the tenant for a background check on a prospective roommate or additional family member.

Pet security deposit or fees proposed for a service animal or that are in violation of fair housing law.

Effective November 21, 2022, fees (surcharges) for tenant-installed air conditioning units if the tenant pays for the electric utility service.

Fees for owner installed air conditioner brackets are prohibited.

Fees including but not limited to damage fees, repair fees of any kind including those incurred for removal of municipal violations, painting fees, cleaning fees and other fees not established by or in excess of the amount allowed by the rent regulations or other municipal regulations are prohibited. Please note that the inappropriateness of imposing these fees through the lease may not necessarily prevent an owner from independently seeking other relief in court for objectionable conduct or damages.

The \$20 fee that must be paid by owners to the municipality for each stabilized apartment can not be passed along as a fee to the tenant.

Tenants who have been billed for fees and/or surcharges that they may believe are unlawful or untimely, have the right to file a complaint of rent overcharge on DHCR form RA-89 and/or pursue remedies in court.

Appendix

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 Laws. Tenants can contact DHCR at our website: www.hcr.ny.gov or by visiting one of our Public Information Offices listed below for assistance.

Queens
92-31 Union Hall Street
Jamaica, NY 11433

Lower Manhattan
25 Beaver Street
New York, NY 10004

Upper Manhattan
163 West 125th Street
New York, NY 10027

Bronx
One Fordham Plaza
Bronx, NY 10458

Brooklyn
55 Hanson Place
Brooklyn, NY 11217

Westchester
75 South Broadway
White Plains, NY 10601

Attorney General of the State of New York - www.ag.ny.gov
120 Broadway, New York, NY 10271

Consumer Frauds and Protection Bureau

- 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

- 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.

Various New York City Agencies such as Housing Preservation and Development, Finance and Buildings can be contacted at 311.

DHCR has approved this form and font size as in compliance with RSC section 2522.5(c).