

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

The Landlord and Tenant agree to lease the Premises for the Term and at the Rent stated on these terms:

LANDLORD: Pom Holdings, LLC

TENANT: Amelia Heintzelman & Tommy Martinez

Address for Notices 214 Starr Street

1879 Putnam Avenue

Brooklyn, NY 11237

Ridgewood, NY 11385

Apartment (and terrace, if any) 3F (Legal Rent : \$ 2,080.75)

Lease Date 07/14/2021

beginning 08/01/2021

ending 07/31/2023

Term Two Years

Monthly Rent \$ 2,070.00(Pref. Rent)

Security \$ 2,070.00

Yearly Rent \$ 24,840.00

Rider Additional terms on _____ page(s) initialed at the end by the parties is attached and made a part of this Lease.

1. Use The Apartment must be used only as a private Apartment to live in as the primary residence of the Tenant and for no other reason. Only a party signing this Lease may use the Apartment. The Apartment is subject to limits on the number of people who may legally occupy an Apartment of this size.

2. Failure to give possession Landlord shall not be liable for failure to give Tenant possession of the Apartment on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. Landlord must give possession within a reasonable time. If not, Tenant may cancel and obtain a refund of money deposited. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

3. Rent, added rent The rent payment for each month must be paid on the first day of that month at Landlord's address. Landlord need not give notice to pay the rent. Rent must be paid in full without deduction. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are called "added rent." This added rent will be billed and is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent. If a check from Tenant to Landlord bounces, Tenant shall be charged \$25 for processing costs as added rent. If rent or added rent is not received within 5 days of the due date, Landlord may charge the Tenant a late fee of (1) \$25, or (2) 1½% of the sum due, each month, as added rent.

4. Notices Any bill, statement or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Apartment. If to Landlord it must be mailed to Landlord's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Each party must accept and claim the notice given by the other. Landlord must notify Tenant if Landlord's address is changed. Tenant must notify Landlord if Tenant joins the U.S. Military or becomes dependent on someone in it.

5. Security Tenant has given security to Landlord in the amount stated above. The security has been deposited in the Bank named above and delivery of this Lease is notice of the deposit. If the Bank is not named, Landlord will notify Tenant of the Bank's name and address in which the security is deposited.

If Tenant does not pay rent or added rent on time, Landlord may use the security to pay for rent and added rent then due. If Tenant fails to timely perform any other term in this Lease, Landlord may use the security for payment of money Landlord may spend, or damages Landlord suffers because of Tenant's failure. If the Landlord uses the security, Tenant shall, upon notice from Landlord, send to Landlord an amount equal to the sum used by Landlord. That amount is due, when billed, as rent. At all times Landlord is to have the amount of security stated above. If Landlord withholds the Security, or any portion of the Security, Landlord shall provide Tenant with both an itemized statement indicating the basis for any amount of the Security retained as well as any remaining portion of

the Security to the Tenant, within 14 days after Tenant has vacated the Apartment. If Landlord fails to provide Tenant with this statement and any remaining Security within the 14 days, Landlord shall forfeit any right to retain any portion of the Security.

If Tenant fully performs all terms of this Lease, pays rent on time and leaves the Apartment in good condition on the last day of the Term, then Landlord will return the security being held.

If Landlord sells or leases the Building, Landlord may give the security to the buyer or lessee. In that event Tenant will look only to the buyer or lessee for the return of the security and Landlord will be deemed released. Landlord may use the security as stated in this section. Landlord may put the security in any place permitted by law. Tenant's security will bear interest only if required by law. Landlord will give Tenant the interest when Landlord is required to return the security to Tenant. Any interest returned to Tenant will be less the sum Landlord is allowed to keep. Landlord need not give Tenant interest on the security if Tenant is in default.

6. Services Landlord will supply: As required by law, cold water for bathroom and kitchen sink, (c) use of elevator. Landlord is not required to install air-conditioning. Stopping or reducing of service(s) will not be reason for Tenant to stop paying rent, to make a money claim or to claim eviction. Tenant may enforce its rights under the warranty of habitability. Damage to the equipment or appliances supplied by Landlord, caused by Tenant's act or neglect, may be repaired by Landlord at Tenant's expense. The repair cost will be added rent.

Tenant must pay for all electric, gas, telephone and other utility services used in the Apartment and arrange for them with the public utility company. Tenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator, air cooling equipment or other appliance unless installed by Landlord or with Landlord's written consent. Tenant must not use more electric than the wiring or feeders to the Building can safely carry.

Landlord may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete.

If Landlord wants to change a person operated elevator to an automatic elevator, Landlord may stop service on 10 days' notice. Landlord will then have a reasonable time to begin installation of an automatic type elevator.

7. Alteration A. Tenant shall make no decoration, alteration, addition or improvement in the Apartment ("Alterations"); (1) that is structural in nature; (2) which affect utility services or plumbing and electrical lines or other systems of the Apartment or Building; or (3) affect or are visible from any portion of the Building outside of the Apartment, without the prior written consent of Landlord. Alterations, if approved by Landlord, may only be performed by or on behalf of Tenant by duly licensed and insured contractors, mechanics or technicians approved by Landlord. Any Alteration shall be at Tenant's expense and shall become the property of Landlord, unless Landlord elects otherwise in writing, and shall be surrendered with the Apartment by the Tenant, at the expiration or sooner termina-

If no broker, insert "None."

tion of the term of this Lease. If Landlord demands that Tenant remove any Alteration(s) at any time before or at the expiration of the Term, Landlord shall give 15 days notice to Tenant and Tenant shall remove the Alteration(s) at Tenant's own cost. Landlord is not required to do or pay for any work unless stated in this Lease.

B. Tenant shall work directly with any contractor, mechanic or technician in the performance of any Alteration. Landlord will not be responsible for the performance of or payment for any Alteration and shall not be a party to the relationship between the Tenant and any contractor, mechanic or technician. However, Tenant must still obtain Landlord's approval as specified herein for any work that is performed.

C. Any damage caused by Tenant in making or performing any Alteration or in removing any Alteration shall be repaired by Tenant at Tenant's expense.

D. All Alterations shall be done in compliance with all other applicable provisions of this Lease and with all applicable laws, ordinances, directions, rules and regulations of governmental authorities having jurisdiction.

E. All work to be performed by Tenant shall be done in a manner which shall not unreasonably interfere with or unreasonably disturb other tenants and occupants of the Building.

F. If a lien is filed on the Apartment or Building for any reason relating to Tenant's fault, Tenant must immediately pay or bond the amount stated in the Lien. Landlord may do so if Tenant fails within 20 days after Tenant has notice about the Lien. Landlord's costs shall be added rent.

8. Repairs Tenant must take good care of the Apartment and all equipment and fixtures in it. Landlord will repair the plumbing, heating and electrical systems. Tenant must, at Tenant's cost, make all repairs and replacements whenever the need results from Tenant's act or neglect. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord's reasonable expense will be added rent.

9. Fire, accident, defects, damage A. Tenant must give Landlord immediate notice of fire, accident, damage or dangerous or defective condition. If the Apartment can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Apartment is unusable. If part of the Apartment can not be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Apartment is usable. Landlord need only repair the damaged part of the Apartment. Landlord is not required to repair or replace any fixtures, furnishings or decorations but only equipment that is originally installed by Landlord. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the apartment can not be used, Landlord has 30 days to decide whether to repair it. Landlord's decision to repair must be given by notice to Tenant within 30 days of the fire or casualty. Landlord shall have a reasonable time to repair. In determining what is a reasonable time, consideration shall be given to any delays in receipt of insurance settlements, labor trouble and causes not fully within Landlord's control. If Landlord fails to give Tenant notice of its decision within 30 days, Tenant may cancel the lease as of the date of the fire or casualty. The cancellation shall be effective only if it is given before Landlord begins to repair or before Landlord notifies Tenant of its decision to repair. If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant all repairs will be made at Tenant's expense and Tenant must pay the full rent with no change. The cost of the repairs will be added rent.

Landlord has the right to demolish or rebuild the Building if there is substantial damage by fire or other casualty. Even if the Apartment is not damaged, Landlord may cancel this Lease within 30 days after the substantial fire or casualty by giving Tenant notice of Landlord's intention to demolish or rebuild. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Apartment to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to repair the Apartment or Building. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section is intended to replace the terms of Real Property Law § 227.

B. Tenant acknowledges that Apartment being rented has smoke and carbon monoxide alarm(s) in proper working order.

10. Liability Landlord is not liable for loss, expense, or damage to any person or property, unless Landlord is negligent. Landlord is not liable to Tenant for permitting or refusing entry of anyone into the Building.

Tenant must pay for damages suffered and reasonable expenses of Landlord relating to any claim arising from any act or neglect of Tenant. If an action is brought against Landlord arising from Tenant's act or neglect Tenant shall defend Landlord at Tenant's expense with an attorney of Landlord's choice.

Tenant is responsible for all acts or neglect of Tenant's family, employees, guests or invitees.

Tenant is responsible for Tenants Security.

11. Entry by Landlord Landlord may enter the Apartment at reasonable hours to: repair, inspect, exterminate, install or work on master antennas or other systems or equipment and perform other work that Landlord decides is necessary or desirable. At reasonable hours Landlord may show the Apartment to possible buyers, lenders, or tenants of the entire Building or land. At reasonable hours Landlord may show the Apartment to possible or new tenants during the last 4 months of the Term. Entry by Landlord must be on reasonable notice except in emergency.

12. Assignment and sublease Tenant must not assign all or part of this Lease or sublet all or part of the Apartment or permit any other to use the Apartment. If Tenant does, Landlord may cancel the Lease as stated in the Tenant's Default section. State law may permit Tenant to sublet under certain conditions. Tenant must get Landlord's written permission each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this lease after an assignment or sublet is permitted, even if Landlord accepts money from the assignee or subtenant. The amount accepted will be credited toward money due from Tenant, as Landlord shall determine. The assignee or subtenant does not become Landlord's tenant. Tenant is responsible for acts and neglect of any person in the Apartment.

13. Subordination This Lease and Tenant's rights are subject and subordinate to all present and future: (a) leases for the Building or the underlying land, (b) mortgages on the leases or the Building or land, (c) agreements securing money paid or to be paid by a lender, and (d) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Tenant authorizes Landlord to sign these certificate(s) for Tenant.

14. Condemnation If all of the Apartment or Building is taken or condemned by a legal authority, the Term, and Tenant's rights shall end as of the date the authority takes title to the Apartment or Building. If any part of the Apartment or Building is taken, Landlord may cancel this Lease on notice to Tenant. The notice shall set a cancellation date not less than 30 days from the date of the notice. If the Lease is cancelled, Tenant must deliver the Apartment to Landlord on the cancellation date together with all rent due to that date. The entire award for any taking belongs to Landlord. Tenant assigns to Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part of the Term.

15. Tenant's duty to obey laws and regulations Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests, and directions, of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Notices received by Tenant from any authority or group must be promptly delivered to Landlord. Tenant may not do anything which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase in premium as added rent.

16. Tenant's default A. Landlord must give Tenant written notice of default stating the type of default. The following are defaults and must be cured by Tenant within the time stated:

(1) Failure to pay rent or added rent on time, 5 days, provided that Landlord has given Tenant a written demand of rent owed with at least 14 days notice.

(2) Failure to move into the Apartment within 15 days after the beginning date of the Term, 10 days.

(3) Issuance of a court order under which the Apartment may be taken by another party, 10 days.

(4) Improper conduct by Tenant annoying other tenants, 10 days.

(5) Failure to comply with any other term or Rule in the Lease, 10 days.

If Tenant fails to cure the default in the time stated, or violates Section 16B, Landlord may cancel the Lease by giving Tenant a cancellation notice. The cancellation notice will state the date the Term will end which may be no less than 10 days after the date of the notice. On the cancellation date in the notice the Term of this Lease shall end. Tenant must leave the Apartment and give Landlord the keys on or before the cancellation date. Tenant continues to be responsible as stated in this Lease. If the default can not be cured in the time stated, Tenant must begin to cure within that time and continue diligently until cured.

B. If (1) Tenant's application for the Apartment contains any material misstatement of fact, (2) Tenant maintains a nuisance, or (3) Tenant vacates the Apartment, Landlord may cancel this Lease. Cancellation shall be by cancellation notice as stated in Section 16A.

C. If (1) the Lease is cancelled; or (2) rent or added rent is not paid on time; or (3) Tenant vacates the Apartment, Landlord may, in addition to other remedies, take any of the following steps: (a) use dispossession, eviction or other lawsuit method to take back the Apartment, and (b) to the extent permitted by law, enter the Apartment and remove Tenant and any person or property.

D. If this Lease is cancelled, or Landlord takes back the Apartment, the following takes place:

(1) Rent and added rent for the unexpired Term is due and payable.

(2) Landlord may relet the Apartment and anything in it. The reletting may be for any term. Landlord may charge any rent or no rent and give allowances to the new tenant. Landlord may, at Tenant's expense, do any work Landlord reasonably feels needed to put the Apartment in good repair and prepare it for renting. Tenant stays liable and is not released except as provided by law.

(3) Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses and second to pay any amounts Tenant owes under this Lease. Landlord's expenses include the costs of getting possession and re-renting the Apartment, including, but not only reasonable legal fees, brokers fees, cleaning and repairing costs, decorating costs and advertising costs.

(4) From time to time Landlord may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Landlord's rights. Tenant is not entitled to any excess of rents collected over the rent paid by Tenant to Landlord under this Lease.

(5) If Landlord relets the Apartment combined with other space an adjustment will be made based on square feet. Money received by Landlord from the next tenant other than the monthly rent, shall not be considered as part of the rent paid to Landlord. Landlord is entitled to all of it.

If Landlord relets the Apartment the fact that all or part of the next tenant's rent is not collected does not affect Tenant's liability. Landlord has no duty to collect the next tenant's rent. Tenant must continue to pay rent, damages, losses and expenses without offset.

E. If Landlord takes possession of the Apartment by Court order, or under the Lease, Tenant has no right to return to the Apartment.

17. Jury trial Landlord and Tenant agree not to use their right to a Trial by Jury in any action or proceeding brought by either, against the other, for any matter concerning this Lease or the Apartment. This does not include actions for personal injury or property damage.

18. No waiver, illegality Landlord's acceptance of rent or failure to enforce any term in this Lease is not a waiver of any of Landlord's rights. If a term in this Lease is illegal, the rest of this lease remains in full force.

19. Insolvency If (1) Tenant assigns property for the benefit of creditors, or (2) a non-bankruptcy trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the Term shall end on the date stated in the notice. Tenant must continue to pay rent, dam-

ages, losses and expenses without offset. If Tenant files a voluntary bankruptcy petition or an involuntary bankruptcy petition is filed against Tenant, Landlord may not end this Lease.

20. Rules Tenant must comply with these Rules. Notice of new Rules will be given to Tenant. Landlord need not enforce Rules against other Tenants. Landlord is not liable to Tenant if another tenant violates these Rules. Tenant receives no rights under these Rules:

(1) The comfort or rights of other Tenants must not be interfered with. This means that annoying sounds, smells and lights are not allowed.

(2) No one is allowed on the roof. Nothing may be placed on or attached to fire escapes, sills, windows or exterior walls of the Apartment or in the hallways or public areas.

(3) Tenant may not operate manual elevators. Smoking is not permitted in elevators. Messengers and trade people must only use service elevators and service entrances. Bicycles are not allowed on passenger elevators.

(4) Tenant must give to Landlord keys to all locks. Doors must be locked at all times. Windows must be locked when Tenant is out.

(5) Apartment floors must be covered by carpets or rugs. No waterbeds allowed in Apartments.

(6) Dogs, cats or other pets are not allowed in the Apartment or Building.

(7) Wash lines, vents and plumbing fixtures must be used for their intended purpose.

(8) Laundry machines are NOT permitted in the apartment.

(9) Moving furniture, fixtures or equipment must be scheduled with Landlord. Tenant must not send Landlord's employees on errands.

(10) Wrongly parked cars may be removed without notice at Tenant's cost

(11) Tenant must not allow the cleaning of the windows or other part of the Apartment or Building from the outside.

(12) Garbage and recyclable items must be brought to the basement or other areas designated by Landlord as that Landlord may direct. Tenants shall not place any articles of refuse outside the Apartment or outside the Building except in safe containers and only at places designated by Landlord and in a manner that is in accordance with local, state and federal law. Tenant shall be liable to Landlord for any violations issued to Landlord as a result of Tenant's failure to properly dispose of refuse and garbage, properly recycle or other violation of law.

(13) Tenant shall conserve energy.

21. Representations, changes in Lease Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party. Tenant is not in the U.S. Military nor dependent on someone who is.

22. Landlord unable to perform If due to labor trouble, government order, lack of supply, Tenant's act or neglect, or any other cause not fully within Landlord's reasonable control, Landlord is delayed or unable to (a) carry out any of Landlord's promises or agreements, (b) supply any service required to be supplied, (c) make any required repair or change in the Apartment or Building, or (d) supply any equipment or appliances Landlord is required to supply, this Lease shall not be ended or Tenant's obligations affected.

23. End of term At the end of the Term, Tenant must: leave the Apartment clean and in good condition, subject to ordinary wear and tear; remove all of Tenant's property and all Tenant's installations and decorations; repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term. If the last day of the Term is on a Saturday, Sunday or State or Federal holiday the Term shall end on the prior business day.

24. Space "as is" Tenant has inspected the Apartment and Building. Tenant states they are in good order and repair and takes the Apartment as is except for latent defects.

25. Landlord's warranty of habitability Landlord states that the Apartment and Building are fit for human living and there is no condition dangerous to health, life or safety.

26. Landlord's consent If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court for a declaratory judgment to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

27. Legal Fees The successful party in a legal action or proceeding between Landlord and Tenant for non-payment of rent or recovery of possession of the Apartment may recover reasonable legal fees and costs from the other party.

28. Late Payment Fees, Dishonored Check Fee Tenant agrees to pay a late payment fee of five percent (5%) on all rents not received by the Landlord by the tenth (10th) of each calendar month. Landlord need not give Notice to charge the late fee.

If Tenant pays rent by check and the check is dishonored by the bank on which check is drawn, Tenant will be responsible to pay Landlord dishonored check fees, in addition to the fee for late payment. These fees are added rent.

29. Lease Application Tenant's lease application (the Application) is incorporated by reference and made a part of this Lease. Tenant represents that the information on the Application is true and accurate. Tenant understands and agrees that Landlord has relied on the Application in order to determine whether or not to offer this Lease to Tenant. Tenant understands and agrees that it is a substantial, material, non-curable violation and non-curable default of this Lease and tenancy if any of the information submitted on the Application is not true and accurate, and entitles Landlord to terminate Tenant's Lease and tenancy on ten (10) days written notice, without providing Tenant with an opportunity to cure the default.

30. Limit of recovery Tenant is limited to Landlord's interest in the Building for payment of a judgment or other court remedy against Landlord.

31. Lease binding on This Lease is binding on Landlord, Tenant and their heirs, distributees, executors, administrators, successors and assigns.

32. Landlord Landlord means the owner (Building or Apartment), lessee of the Building, or a lender in possession. Landlord's obligations end when Landlord's interest in the Building or Apartment is transferred. Any acts Landlord may do may be done by Landlord's agents or employees.

33. Paragraph headings Paragraph headings are for convenience only.

34. Broker If the name of a Broker appears in the box at the top of the first page of this Lease, Tenant states that this is the only Broker that showed the Apartment to Tenant. If a Broker's name does not appear Tenant states that no agent or broker showed Tenant the Apartment. Tenant will pay Landlord any money Landlord may spend if either statement is incorrect.

35. Lease Execution This Lease may be executed via facsimile or e-mail and in any number of counterparts, each of which will be deemed an original, but which together shall constitute one and the same instrument.

36. Rent regulations This section applies if the Apartment is subject to the N.Y.C. Rent Stabilization Law and Code or the Emergency Tenant Protection Act.

(1) Landlord may have proper cause to apply to the Division of Housing and Community Renewal (DHCR) for assistance. If Landlord does apply and is found to be entitled to an increase in rent or other aid, the Landlord and Tenant agree:

- (a) To be bound by the determination of the DHCR,
- (b) Tenant will pay any rent increase in the manner set by the DHCR,
- (c) Despite anything contained in Paragraphs 1a and b, it is agreed in the event that an order is issued increasing the stabilization rent because of Landlord hardship, the Tenant may, within 30 days of receipt of a copy of the DHCR order, cancel this Lease on 60 days written notice to the Landlord. During the period prior to vacating, the cancelling Tenant may continue in occupancy at no increase in rent.

(2) The rent provided for in this Lease may be increased or decreased retroactively to the commencement of the Lease to conform to the lawful Rent Guidelines or any changes in the Guidelines which apply to this Lease as issued by the N.Y.C. Rent Guidelines Board or appropriate county rent guidelines board.

(3) This Lease and all riders shall continue in full force and effect, and except as modified above, shall in no way be affected by this section.

37. Tenants shall furnish their own heat, hot water and air conditioning and tenants shall purchase its utility requirements directly from the utility company supplying the same.

New York RPL § 231-a requires one of the following statements in residential leases (check as appropriate).

- ☐ There is no operative sprinkler system in the residential leased premises or common areas of the building.
- ☐ There is an operative sprinkler system in the ☐ residential leased premises, ☐ common areas of the building. The last date of maintenance and inspection of the system was 20

Signatures, effective date Landlord and Tenant have signed this Lease as of the above date. It is effective when Landlord delivers to Tenant a copy signed by all parties.

LANDLORD: TENANT:

WITNESS:

GUARANTY OF PAYMENT

Date of Guaranty

Guarantor and address

1. Reason for guaranty I know that the Landlord would not rent the Apartment to the Tenant unless I guarantee Tenant's performance. I have also requested the Landlord to enter into the Lease with the Tenant. I have a substantial interest in making sure that the Landlord rents the Premises to the Tenant.

2. Guaranty I guaranty the full performance of the Lease by the Tenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.

3. Changes in Lease have no effect This Guaranty will not be affected by any change in the Lease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will bind me even if I am not a party to these changes.

4. Waiver of Notice I do not have to be informed about any default by Tenant. I waive notice of nonpayment or other default.

5. Performance If the Tenant defaults, the Landlord may require me to perform without first demanding that the Tenant perform.

6. Waiver of jury trial I give up my right to trial by jury in any claim related to the Lease or this Guaranty.

7. Changes This Guaranty can be changed only by written agreement signed by all parties to the Lease and this Guaranty.

Signatures GUARANTOR:

WITNESS: Guarantor's address:

LEASE/COMMENCEMENT OF OCCUPANCY
NOTICE FOR INDOOR ALLERGEN HAZARDS

- 1) The owner of this building is required, under NYC Administrative Code §27-2017.1 et seq., to make an annual inspection for indoor allergen hazards (such as mold, mice, rats, and cockroaches) in your apartment and the common areas of the building. The owner must also inspect if you inform him or her that there is a condition in your apartment that is likely to cause an indoor allergen hazard, or you request an inspection, or the Department has issued a violation requiring correction of an indoor allergen hazard for your apartment. If there is an indoor allergen hazard in your apartment, the owner is required to fix it, using the safe work practices that are provided in the law. The owner must also provide new tenants with a pamphlet containing information about indoor allergen hazards.
- 2) The owner of this building is also required, prior to your occupancy as a new tenant, to fix all visible mold and pest infestations in the apartment, as well as any underlying defects, like leaks, using the safe work practices provided in the law. If the owner provides carpeting or furniture, he or she must thoroughly clean and vacuum it prior to occupancy. This notice must be signed by the owner or his or her representative, and state that he or she has complied with these requirements. I, _____

_____ (owner or representative name in print),
certify that I have complied with the requirements of the NYC Administrative Code §27-2017.5 by removing all visible mold and pest infestations and any underlying defects, and where applicable, cleaning and vacuuming any carpeting and furniture that I have provided to the tenant. I have performed the required work using the safe work practices provided in the law.

Signature: X

Date: _____

Signature: X

Date: _____

Print name:

Amelia Heintzelman + Tommy Martinez

Lease

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 (INSERT DATE):

- ☒ 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.

X _____ o _____ (Tenant Signature) _____ (DATE)

Print Name, Address, and Apartment Number:

Amelia Heintzelman + Tommy Martinez
1879 Putnam Ave. Apt 3F

Return this form to: (Owner address): _____

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

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

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

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

CHECK ONE:

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

X _____ (Occupant signature)

Print occupant's name, address and apartment number: Amelia Heintzelman
+ Tommy Martinez 1879 Putnam Ave. Apt 3F

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

(Owner signature)

RETURN THIS FORM TO: _____

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

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

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

(ii) _____ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the lessor (check (i) or (ii) below):

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

(ii) _____ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

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

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

Agent's Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

Lessor	Date	Lessor	Date
X		X	
Lessee	Date	Lessee	Date
Agent	Date	Agent	Date

Acknowledgement for:

PROCEDURE FOR TENANTS REGARDING SUSPECTED GAS LEAK RIDER

I hereby acknowledge that a true copy of the document entitled: "**Procedure for Tenants Regarding Suspected Gas Leaks**" rider for apartment house tenants residing in New York City. Rider for apartment house tenants residing in New York City. Rider has been received by me and is attached as an addendum to my lease dated: 07/14/21. It is further acknowledged that the rider expressly provides that its provisions are not part of said lease nor does the rider modify said lease.

Tenant(s) Name: Amelia Heintzelman + Tommy Martinez

Address: 1879 Putnam Ave.

Apartment#: 3F

Signature(s): [Signature] [Signature]

Date: _____

Acknowledgement for:

NOTICE DISCLOSING TENANTS' RIGHTS TO REASONABLE ACCOMODATIONS FOR PERSONS WITH DISABILITITES

I hereby acknowledge that a true copy of the document entitled: "**Notice disclosing tenant's rights to reasonable accommodations for persons with disabilities**" rider for apartment house tenants residing in New York City. Rider for apartment house tenants residing in New York City. Rider has been received by me and is attached as an addendum to my lease dated: 07/14/21. It is further acknowledged that the rider expressly provides that its provisions are not part of said lease nor does the rider modify said lease.

Tenant(s) Name: Amelia Heintzelman + Tommy Martinez

Address: 1879 Putnam Ave.

Apartment#: 3F

Signature(s): [Signature] [Signature]

Date: _____

"What Every Tenant Should Know About Local Law 1 Booklet Preventing Childhood Lead Poisoning"

I hereby acknowledge that a true copy of the document entitled;

"What Every Tenant Should Know About Local Law 1 Booklet Preventing Childhood Lead Poisoning" for apartment house tenants residing in New York City. Booklet has been received by me and is attached as an addendum to my lease dated: 07/14/21

Tenant(s) Name: Amelia Heintzelman + Tommy Martinez

Address: 1879 Putnam Ave.

Apartment#: 3F

Signature(s): X

Date: _____

Acknowledgement for; "RENT STABILIZATION LEASE RIDER"

(Use this only when tenant signs in the presence of owner or agent)

I hereby acknowledge that a true copy of the document entitled:

"RENT STABILIZATION LEASE" rider for apartment house tenants residing in New York City. Rider has been received by me and is attached as an addendum to my lease dated: 07/14/21

It is further acknowledged that the rider expressly provides that its provisions are not part of said lease nor does the rider modify said lease.

Tenant(s) Name: Amelia Heintzelman + Tommy Martinez

Address: 1879 Putnam Ave.

Apartment: 3F

Signature(s): X

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): Amelia Hintzelman +
Tommy Martinez

Subject Premises: 1879 Putnam Ave.

Apt. #: 3F

Date of lease: 07/14/21

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: _____

Signature of Tenant(s): X Dated: _____

Signature of Owner/Agent: X Dated: _____



Health

New York City
Department of Health
and Mental Hygiene

WINDOW GUARDS REQUIRED

Lease Notice to Tenant

You are required by law to have window guards installed 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 of age or younger lives in your apartment,

OR

if you ask him 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 ONE

- ☒ 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

Amelia Heintzelman + Tommy Martinez
Tenant (Print)

X P
Tenant's Signature Date

1879 Putnam Ave. 3L
Tenant's Address Apt No.

RETURN THIS FORM TO:

Owner/Manager

Owner/Manager's Address

*For Further Information call 311 for
Window Falls Prevention*

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

\$ 2,080.75

4A. Preferential Rent* (if charged)

\$ 2,070.00

\$ 2,070.00

(enter 4 or 4A)

5. Air Conditioner Surcharges:

\$

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

\$

7. Ancillary Services charged (e.g., garage)

\$

8. Other (specify _____)

\$

9. New Tenant's Total Payment

\$ 2,070.00

*If a "preferential rent" is being charged, please read Provision #17 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 _____ \$ _____

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

Lease Rider for the housing accommodation:

1879 Putnam Ave. Apt 3L

Bridgewood, NY 11385

(Print Housing Accommodation's Address and Apartment Number)

Lease Start Date: 08/01/2021

Lease End Date: 07/31/2023

Lease Dated: 07/14/2021

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

Amelia Heintzelman + Tommy

Print Name of Tenant(s)

Martinez

X

X

Signature(s) and 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.

Print Name of Owner or Owner's Agent

Signature and Date

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 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 increase over the immediately preceding September 30th rent for leases which will begin during the year for which the guidelines order is in effect. The date a lease starts determines which guidelines order applies.

Guidelines orders provide increases for Renewal Leases. The renewing tenant has the choice of the length of the lease. Different percentages are set for rent increases for leases of 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 increase is set by the Rent Guidelines Board. However, no more than one guideline board increase may be added per guideline 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.



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: September 2019

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: 1879 Putnam Ave. Apt.# 3L

1. Previous Legal Regulated Rent \$ 2,080.75
2. Guideline increase based on (1 year) or (2 year) lease. Circle one. (0 %) \$ 0
(Note: a guideline increase, if authorized by the Rent Guidelines Board, can only be taken once per guideline year)
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.)

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. _____

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. _____

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. _____

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. _____

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

3-F. _____

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

3-G. _____

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