

FAIR MARKET APARTMENT LEASE

LANDLORD: CS Ritz Residences LLC
c/o Stonehenge Management LLC
1675 Broadway, 21st Floor
New York, New York 10019

TENANT(s) Rui Zhang
Huizi Bing

Landlord hereby leases to Tenant and Tenant hereby leases from Landlord the residential apartment referenced below for the Term, at the Rent stated and subject to the other terms and conditions set forth below:

Lease Date: <u>August 29, 2019</u>	Beginning: <u>September 18, 2019</u>
Monthly Rent: <u>\$4,225.00</u>	Ending: <u>September 30, 2020</u>
Security: <u>\$4,225.00</u>	

1. APARTMENT AND USE

Landlord agrees to lease to Tenant Apartment **027E** (the "Apartment") in the Building known as **235 West 48th Street, New York, NY 10036** (the "Building"). The Apartment must be used solely for residential purposes by tenant ("Tenant"), and anyone listed in this paragraph below ("Occupants"), if any, to live in and for no other purpose. If Tenant uses the Apartment for a non-residential purpose, any corporate or other use, such unlawful use shall be a material default under this Lease and Landlord shall be entitled to all remedies in law or equity including but not limited to immediate termination of this Lease. If there is more than one person named as Tenant, all references to Tenant herein shall be deemed to be references to all such persons and such persons shall be jointly and severally liable for all obligations of this Lease.

2. TERM OF LEASE

The Term of this Lease shall begin on **September 18, 2019** ("Beginning Date") and end at noon on **September 30, 2020** ("Ending Date"). If Tenant does not do everything Tenant agrees to do in this Lease, Landlord may have the right to end it before the Ending Date. At the end of the Term: (1) Tenant must leave the Apartment clean, vacant and in good broom clean condition, and (2) remove all of Tenant's property, and (3) remove all of Tenant's installations and decorations unless Landlord has demanded that they not be removed, (4) repair all damage to the Apartment caused by moving; and (5) restore the Apartment to its condition at the Beginning Date, subject to ordinary wear and tear. 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.

3. RENT

Tenant's monthly Rent for the Apartment is **\$4,225.00** ("Rent"). Tenant must pay Landlord the Rent, in advance, on the first day of each month at the address designated by Landlord, without any setoff or deduction whatsoever, and without any prior demand therefor. Rent must be paid in full and no amount may be deducted from it or held back. Landlord need not give Tenant notice to pay the Rent. Tenant acknowledges and accepts that Rent bills will only be sent by electronic mail ("Email") and that Tenant must enroll in Landlord's designated electronic billing system and provide a valid email address for the delivery of Rent bills. Tenant must immediately notify Landlord of any changes to Tenant's Email address in order to continue receiving Rent bills.

Tenant must pay the first month's Rent to Landlord when Tenant signs this Lease if this Lease begins on the first day of the month. If this Lease begins on or after the twenty-fifth day of the month, Tenant must pay when Tenant signs this Lease (1) the part of the Rent from the Beginning Date of this Lease until the last day of the month and (2) the full Rent for the next full calendar month.

If any payment of Rent or Additional Rent is accepted by Landlord from someone other than Tenant, 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. Tenant may be required to pay other charges to Landlord under the terms of this Lease. Such additional charges shall be "Additional Rent". The Additional Rent is payable as Rent, together with the next monthly installment of Rent due. If Tenant fails to pay any Additional Rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay Rent.

4. SECURITY DEPOSIT

a. Tenant is required to give Landlord the sum of **\$4,225.00** when Tenant signs this Lease as a security deposit. Landlord will deposit this security in **Capital One Bank at PO Box 3100, Hicksville, NY 11802**. If the law states the security must bear interest, then the account will earn interest. If Tenant carries out all of Tenant's agreements in this Lease, at the end of each calendar year the bank or Landlord will pay Tenant such interest earned less the sum Landlord is allowed to keep for administrative expenses.

b. Landlord may, at Landlord's option, apply all or any part of the Security Deposit to any unpaid Rent, Additional Rent, or any other sums due from Tenant under this Lease, or to cure any other defaults of Tenant hereunder. Should all or any portion of the Security Deposit be so applied by Landlord, Tenant shall, upon the written demand of Landlord promptly remit to Landlord a sufficient sum to restore the Security Deposit to the amount of the Security Deposit originally set forth in this Paragraph, and Tenant's failure to do so within five (5) days after receipt of such demand shall constitute a material default and breach under this Lease.

c. If Tenant carries out all of Tenant's agreements in this Lease and if Tenant moves out of the Apartment on the Ending Date and returns it to Landlord in the same condition it was in when Tenant first occupied it, except for ordinary wear and tear, Landlord will return to Tenant the full amount of Tenant's security deposit and interest to which Tenant is entitled within sixty (60) days after this Lease ends. However, if Tenant does not carry out all Tenant's agreements in this Lease, Landlord may keep all or part of Tenant's security deposit and any interest which has not yet been paid to Tenant necessary to pay Landlord for any losses incurred, including missed payments.

d. If Landlord sells or leases the Building Landlord will turn over Tenant's security, with any interest, to the person buying or leasing the Building. Landlord will then notify Tenant, 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, Landlord will have no further responsibility to Tenant for the security deposit. The new owner or lessee will become responsible to Tenant for the security deposit.

5. SERVICES

a. Tenant will pay directly to the utility company(ies) for all utilities individually metered and/or billed to the Apartment, including any required deposits.

b. The following utilities, only insofar as the existing Building equipment and facilities provide, are included in the Rent: hot and cold water and heat as required by law.

c. Electricity is not included in the Rent. Tenant agrees to pay for the cost of all electricity consumed by Tenant in the Apartment, including, but not limited to electric charges for the operation of the heating systems and air-conditioning units, if applicable. In the event Landlord has installed, or does in the future install, a submeter to measure Tenant's electric usage in the Apartment, Tenant agrees to purchase electricity from the Landlord. The charge for such electric usage, plus any applicable taxes and fees, shall be deemed Additional Rent. Tenant shall not interfere, damage, or alter any meters or submeters located within the Apartment.

d. Landlord makes no representation whatsoever as to the cost of electric charges. Tenant acknowledges that Landlord has made no promise or representation of any kind or nature with respect to the cost of electric charges and/or the amount of electric consumption utilized by any of the equipment in the Apartment, including but not limited, to the heating systems and air-conditioning units, if applicable.

e. Landlord shall not be liable to Tenant due to any discontinuance, stoppage or reduction of any of the above services, nor shall Tenant be entitled to any reduction in Rent by reason thereof.

6. ASSIGNMENT AND SUBLEASE

a. Prior Written Consent. Tenant may not sublet, assign, mortgage or otherwise encumber this Lease, nor permit any other person to use the Apartment or any portion of the Apartment, except for such persons as are specifically permitted to use the Apartment herein and by law, without Landlord's prior written consent. If Tenant violates this provision, Landlord has the right to cancel this Lease in accordance with the terms hereof. Any sublet or assignment will not release Tenant from liability under this Lease. Tenant must get Landlord's prior written permission each time Tenant wants to assign or sublet in accordance with Section 226-b of the Real Property Law. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this Lease after a permitted assignment or sublet even if Landlord accepts rent from the assignee or subtenant. The amount accepted will be credited toward Rent due from Tenant. The assignee or subtenant does not become Landlord's tenant. Tenant is responsible for the acts of any person in the Apartment. No acceptance of any monies by Landlord from anyone other than Tenant shall be considered a waiver by Landlord of this agreement or the acceptance of the payor, assignee, subtenant or occupant as tenant, or a release of Tenant.

b. Multiple Dwelling Law. Tenant acknowledges that Landlord will strictly enforce all state and city laws and regulations, including, but not limited to, Section 4 of the Multiple Dwelling Law ("MDL"). Tenant shall obey and comply with all present and future city and state laws and regulations which affect the Building or the Apartment, including, but not limited to, Section 4 of the MDL. Tenant shall not, under any circumstances, sublease or otherwise permit any person(s) to remain in occupancy of the Apartment for less than thirty consecutive days and require such person(s) to pay monetary compensation for such occupancy. In addition, Tenant shall not advertise the Apartment for short term rentals and/or sublets with any company and/or on an internet site with a company, such as Airbnb, which provides a platform to connect person(s) who offer short term accommodations to individuals who wish to utilize short term accommodations. Tenant acknowledges that a default under this Article is a material breach of a

substantial obligation of this Lease and Landlord has the right to cancel this Lease immediately upon default in accordance with the terms hereof.

c. Indemnity. Tenant agrees to defend, indemnify and hold harmless Landlord from and against any and all third party claims, demands, regulatory proceedings, damages, fines (including, without limitation, fines for violations from any government agency), costs (including, without limitation, settlement costs), and expenses (including, without limitation, reasonable attorneys' fees) arising from or relating to any sublease entered into by Tenant(s) or by any roommate(s) of Tenant for any length of time without Landlord's written permission or in violation of Section 4 of the MDL.

d. Fees. Tenant acknowledges that Landlord may charge an administrative fee for the coordination and preparation of any sublease or assignment. In the event that Landlord permits Tenant to sublet the Apartment, Tenant will be charged a fee of \$250.00. In the event that Landlord permits Tenant to assign the Lease, Tenant will be charged a fee of \$1,000.00.

7. IF TENANT IS UNABLE TO MOVE IN

A situation could arise which might prevent Landlord from letting Tenant move into the Apartment on the Beginning Date set forth in this Lease. If this happens, Landlord will not be responsible for any of Tenant's damages or expenses, and this Lease will remain in effect. In such case, this Lease will start on the date when Landlord shall permit Tenant to take possession of the Apartment, and the ending date will remain the Ending Date set forth in this Lease. Tenant will not have to pay Rent until the earlier of a) the move-in date Landlord gives Tenant by written notice, or b) the date Tenant moves in. If Landlord does not give Tenant notice that the move-in date is within thirty (30) days after the Beginning Date of the Term of this Lease as stated in Article 2, Tenant may notify Landlord in writing, that Landlord has fifteen (15) additional days to let Tenant move in, or else this Lease will end. If Landlord does not allow Tenant to move in within those additional fifteen (15) days, then this Lease shall end. Any money paid by Tenant on account of this Lease will then be refunded promptly by Landlord.

8. CARE OF TENANT'S APARTMENT - END OF LEASE - MOVING OUT

a. Tenant will take good care of the Apartment and all items within the Apartment, and will not permit or do any damage to them, except for damage which occurs through ordinary wear and tear. 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.

b. 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 Landlord's consent. Tenant must restore and repair to its original condition those portions of the Apartment affected by those installations and removals.

c. Tenant has not moved out until all persons, furniture and other property of Tenant is also out of the Apartment. If Tenant's property remains in the Apartment after this Lease ends, Landlord may either treat Tenant as still in occupancy and charge Tenant for use, or may consider that Tenant has given up the Apartment and abandoned any property remaining in the Apartment. In this event, Landlord may discard the property or store it at Tenant's expense. Tenant agrees to pay Landlord for all costs and expenses incurred in removing or storing such property. The provisions of this article will continue to be in effect after the end of this Lease.

9. FAILURE TO SURRENDER POSSESSION

If Tenant shall fail to surrender possession of the Apartment upon the expiration or termination of the Term of this Lease, Tenant shall have the status of a holdover occupant of the Apartment, unless otherwise agreed to in writing by Landlord. Under no circumstances shall Tenant's occupancy of the Apartment after the expiration or termination of the Term of this Lease be deemed or construed to create any tenancy rights for Tenant in the Apartment beyond the expiration or termination of the Term of this Lease. In addition to any other rights and remedies which may be available to Landlord either pursuant to this Lease or applicable law, Tenant shall pay, and be liable for the payment of, monthly use and occupancy for the Apartment in an amount equal to double the monthly Rent set forth in this Lease. The acceptance by Landlord of any payments from Tenant after the expiration or termination of the Term of this Lease shall not be deemed or construed to create any tenancy rights for Tenant in the Apartment, unless otherwise agreed to in writing by Landlord, and shall be deemed to represent payment of use and occupancy by Tenant for the Apartment. Landlord may accept partial payments of use and occupancy for the Apartment after the expiration or termination of the Term of this Lease without waiving Landlord's right to seek and obtain payment of the balance of use and occupancy payments otherwise due under this Lease.

10. CHANGES AND ALTERATIONS TO APARTMENT

Tenant may not build in, add to, change or alter, the Apartment in any way, including wallpapering, painting, repainting, or other decorating, without Landlord's prior written consent. Without Landlord'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 nor place in the Apartment any water-filled furniture. Tenant will not take any action, or make any installation which, in Landlord'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. Tenant must not change or perform any work which affects the plumbing, electric, heating, ventilating or air conditioning systems. If Landlord's consent is given, the alterations and installations performed by Tenant in the Apartment shall become the property of Landlord when completed and paid for by Tenant. However, Landlord has the right to demand that Tenant remove, at Tenant's sole cost, all or any portion of such alterations and installations before the end of the Term. Tenant may not place in the Apartment any water-filled furniture.

11. TENANT'S DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND LEASE RULES

a. Government Laws and Orders. Tenant will, at Tenant's sole cost and expense, obey and comply (1) with all present and future city, state and federal laws and regulations, which affect the Building or the Apartment, (2) with all orders and regulations of Insurance Rating Organizations which affect the Apartment and the Building, and (3) with the recommendations of the New York Board of Fire Underwriters which affect the Apartment and the Building. Tenant 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. Landlord's Rules Affecting Tenant. Tenant will obey all Landlord's rules listed in this Lease and all future rules of Landlord or Landlord's agent. Notice of all additional rules shall be delivered to Tenant in writing or posted in the lobby or other public place in the Building. Landlord shall not be responsible to Tenant for not enforcing any rules, regulations or provisions of another tenant's lease except to the extent required by law.

c. Tenant's Responsibility. Tenant is responsible for Tenant's own behavior within the Building and of Tenant's immediate family, Tenant's Occupants, Tenant's guests, Tenant's servants and people who are visiting Tenant. Tenant will reimburse Landlord as Additional Rent, upon demand, for the cost of all losses, damages, fines and reasonable legal expenses incurred by Landlord because Tenant, members of Tenant's immediate family, servants or people visiting Tenant have not obeyed government laws and orders or the agreements or rules of this Lease.

d. No Pets. Unless authorized by written consent, pets shall not be allowed in the Building. Tenant agrees that any breach of this provision shall entitle Landlord, at its option, to notify Tenant in writing that any pet kept by Tenant must be removed within five (5) days after such notice. Failure to comply with such notice shall entitle Landlord to terminate this Lease. Tenant will be responsible for all damages incurred by Landlord because of Tenant's breach of this provision.

12. PROPERTY LOSS, DAMAGES OR INCONVENIENCE/ RENTER'S INSURANCE

a. Unless caused by the gross negligence of Landlord or Landlord's agents or employees, Landlord and Landlord's agents and employees are not responsible to Tenant for any of the following:

(1) any loss of or damage to Tenant or Tenant's 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, or water, fire, vandalism, rains, storms, smoke, exposures, terrorist attacks or other causes whatsoever;

(2) any loss of or damage to Tenant's property delivered to any employee of the Building (i.e. doorman, superintendent, etc.), nor for any damage or inconvenience caused to Tenant by any actions, negligence or violations of a lease by any other tenant or person in the Building;

(3) any temporary interference with light, ventilation, or view (i) caused by construction by or on behalf of Landlord; (ii) caused by construction on any parcel of land not owned by Landlord and/or (iii) 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 Tenant to cancel this Lease.

b. Tenant hereby agrees to indemnify Landlord from all liability, losses or damages occurring in the Apartment, except to the extent it is due to Landlord's gross negligence. Tenant is liable for all losses, injury or damages to any person or property caused by Tenant, and any occupants, guests or invitees of Tenant. Tenant is responsible for all damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant and for those persons for whom Tenant is responsible as set forth in Paragraph 11(c) above, and Tenant shall reimburse Landlord for any such money spent by Landlord which sums shall be considered Additional Rent. If a legal action or proceeding 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 choosing.

c. Tenant will obtain Tenant's own renter's insurance with a duly licensed insurance company providing fire, theft, water damage, and casualty insurance, and maintain such policy for the duration of the Term. Without limiting the provisions of Paragraph 12(a), in the event of any claim by Tenant, for any cause or thing whatsoever for which Landlord is responsible under this Lease, Tenant agrees to first seek recovery under any insurance policy maintained by Tenant, pursuant to this paragraph or otherwise, prior to seeking recovery from Landlord, and Landlord shall not be liable to Tenant to the extent Tenant's claims are satisfied from such insurance policy or would have been satisfied if Tenant had obtained such renter's insurance.

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13. WARRANTY OF HABITABILITY

a. All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law. Under that law, Landlord agrees that the Apartment and the Building are fit for human habitation and that there are no conditions which are detrimental to life, health or safety. No claim for breach of this Warranty of Habitability may

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be made against Landlord unless the condition complained of is known to Landlord, or written notice of such condition is given promptly to Landlord during the Term of this Lease.

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

14. OBJECTIONABLE CONDUCT

As a tenant in the Building, Tenant will not engage in objectionable conduct. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for Tenant or other occupants of the Building. 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 or detrimental to other tenants in the Building. Objectionable conduct by Tenant gives Landlord the right to end this Lease. No smoking is permitted in the common areas of the Building.

15. WINDOW TREATMENTS

Tenant understands and agrees that Landlord shall have the right to approve any and all window decorations or treatments in the Apartment. It is further agreed that should Tenant wish to install any window decoration or treatment, Tenant will submit to Landlord a detailed specification of the design together with any photographic representation or rendering that may be available. Landlord will promptly approve or disapprove said design installation. Should Tenant install any window treatment or decoration without approval or that Landlord finds objectionable, Tenant will, upon Landlord's demand, immediately remove said installation. If Tenant does not comply with Landlord's demand, Tenant will be in violation of this Lease and Landlord may exercise all rights and remedies available to it under this Lease or at law or in equity. Tenant will remove such items at Tenant's cost and Tenant will reimburse Landlord, as Additional Rent, for all costs and legal fees that Landlord may incur in pursuit of such compliance. At the end of this Lease, and/or upon vacating the Apartment, Tenant will be responsible for the removal of said installation and for restoring the area to the condition in which it was on the Beginning Date of this Lease.

Antennas and satellite dishes may not be erected or maintained on the roof or attached to the outside walls or railing of the Building.

16. MOLD

Tenant acknowledges that it is necessary for Tenant to provide appropriate climate control, keep the Apartment clean, and to take all other measures to retard and prevent mold and mildew from accumulating in the Apartment including, without limitation, elimination of wet or damp conditions and excess humidity in the Apartment. Tenant agrees to clean and dust the Apartment on a regular basis and to remove visible moisture accumulation on windows, wall and other surfaces as soon as reasonably possible. Tenant agrees not to block or cover any of the heating, ventilation or air conditioning ducts in the Apartment. Tenant also agrees to immediately report to the Landlord's Office: (i) any evidence of a water leak or excessive moisture in the Apartment or any public area; (ii) any evidence of mold or mildew-like growth that cannot be removed simply by applying a common household cleaner and wiping the area; (iii) any failure or malfunction in the heating or ventilation system in the Apartment; and (iv) any inoperable doors or windows. Tenant further agrees that Tenant shall be responsible for damage to the Apartment and Tenant's property as well as personal injury to Tenant and other occupants of the Apartment resulting from Tenant's failure to comply with the terms of this Article.

17. INABILITY TO PROVIDE SERVICES

If due to strike, labor trouble, national emergency, government order, lack of supply, Tenant's act or neglect, or any other cause beyond Landlord's reasonable control, Landlord is delayed or not able to provide any services or make any repairs to the Building, or carry out any of Landlord's promises or agreements, this Lease shall not be ended nor Tenant's obligations affected by reason thereof. In any of these events, any rights Tenant may have against Landlord are only those rights which are allowed by laws in effect when the reduction in service occurs.

18. ENTRY TO APARTMENT

During reasonable hours and with reasonable notice, except in emergencies when no notice is required, Landlord may enter the Apartment for the following reasons: (i) 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 Landlord decides are necessary. Tenant's Rent will not be reduced because of any of this work, unless required by Law; (ii) 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 Landlord; (iii) for four (4) months before the end of this Lease, to show the Apartment to persons who wish to rent it; and (iv) if during the last month of this Lease Tenant has moved out and removed all or almost all of Tenant's property from the Apartment, Landlord may enter to make changes, repairs, or redecorations. Tenant's Rent will not be reduced for that month and this Lease will not be ended by Landlord's entry.

If at any time Tenant is not personally present to permit Landlord or Landlord's representative to enter the Apartment and entry is necessary or allowed by law or under this Lease, Landlord or Landlord's representatives may nevertheless enter the Apartment. Landlord may enter by force in an emergency. Landlord will not be responsible to Tenant, unless during this entry, Landlord or Landlord's representative is negligent or misuses Tenant's property.

19. ABANDONMENT

If Tenant moves out of the Apartment (abandonment) before the Ending Date of this Lease without the consent of Landlord, this Lease will not be ended. Tenant will remain responsible for each monthly payment of Rent as it becomes due until the end of this Lease. Any agreement to end this Lease and also to end the rights and obligations of Tenant must be in writing, signed by Tenant and Landlord or Landlord's agent. Even if Tenant gives keys to the Apartment and they are accepted by any employee or agent of Landlord, this Lease shall not end except that any right Tenant previously had to possession or occupancy of the Apartment shall terminate.

20. DEFAULT

a. Tenant shall be in default under this Lease if Tenant acts in any of the following ways:

(1) Tenant fails to carry out any agreement or provision of this Lease;

(2) Tenant or another occupant of the Apartment behaves in an objectionable manner;

(3) Tenant does not take possession or move into the Apartment within fifteen (15) days after the Beginning Date;

(4) Tenant abandons, or moves out of the Apartment before the Ending Date.

If Tenant does default in any one of these ways, other than a default in the agreement to pay Rent, Landlord may serve Tenant with a written notice to stop or correct the specified default within five (5) days. Tenant must then either stop or correct the default within five (5) days. Tenant will still be held responsible for such default, even if the Landlord does not provide written notification of default.

b. If Tenant fails to cure the default in the time stated, Landlord may cancel this Lease by giving Tenant a cancellation notice. The cancellation notice will state the date the Term will end, which may be no less than five (5) days after the date of the notice. On the cancellation date set forth 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. Even though this Lease ends, Tenant will remain liable to Landlord for unpaid Rent up to the end of this Lease, the value of Tenant's occupancy, if any, after this Lease ends, and damages which Landlord may be entitled to under Article 21.

c. If Tenant does not pay Tenant's Rent when this Lease requires after a personal demand for Rent has been made, or within three (3) days after a statutory written demand for Rent has been made, or if this Lease ends, Landlord may do the following: (1) enter the apartment and retake possession of it if Tenant has moved out; or (2) go to court and ask that Tenant and all other occupants in the Apartment be compelled to move out. Once this Lease has been ended, whether because of default or otherwise, Tenant gives up any right Tenant might otherwise have to reinstate or renew this Lease.

d. If Tenant fails to correct a default after notice from Landlord, Landlord may correct it at Tenant's expense. Landlord's costs to correct the default shall be payable by Tenant as Additional Rent.

e. If Tenant shall in its application for the Apartment (which application is incorporated by reference herein and made a part hereof) make any misrepresentation or untruthful statement, Landlord may treat same as a default by Tenant under this Lease. If Landlord shall discover or ascertain such misrepresentation or untruthful statement before the Beginning Date of the Term, Landlord shall have the right to terminate this Lease by notifying Tenant thereof and refusing occupancy to Tenant.

21. REMEDIES OF LANDLORD AND TENANT'S LIABILITY

If this Lease is ended by Landlord because of Tenant's default, the following are the rights and obligations of Tenant and Landlord:

a. Tenant must surrender possession immediately. If Tenant fails to do so, Tenant shall have the status of a holdover occupant of the Apartment in accordance with paragraph 8 of this Lease.

b. Once Tenant moves out, Landlord 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. Landlord may re-rent to a new tenant at a lesser rent or may charge a higher rent than the Rent in this Lease.

c. Whether the Apartment is re-rented or not, Tenant must pay to Landlord as damages:

(1) The difference between the Rent in this Lease and the amount, if any, of the rents collected in any later lease or leases of the Apartment for what would have been the remaining period of this Lease; and

(2) Landlord's expenses for attorney's fees, advertisements, broker's fees and the cost of putting the Apartment in good condition for re-rental.

d. Tenant shall pay all damages due on the day the next rent payment is, or would have been, due as established in this Lease. If the rent collected by Landlord from a subsequent tenant of the Apartment is more than the unpaid Rent and damages which Tenant owes Landlord, Tenant is not entitled to the difference. Landlord's failure to re-rent to another tenant will not release or change Tenant's liability for damages, unless the failure is due to Landlord's deliberate inaction.

e. The rights and remedies of Landlord are separate and in addition to each other, and in addition to all rights and remedies available to Landlord at law or in equity. The choice of one does not prevent Landlord from exercising another.

22. ADDITIONAL LANDLORD REMEDIES

a. **Specific Performance**. If Tenant does not do everything Tenant has agreed to do or if Tenant does anything which shows that Tenant intends not to do what Tenant has agreed to do Landlord has the right to ask a

Court to make Tenant carry out Tenant's agreement or to give Landlord such other relief as the Court can provide. This is in addition to all other remedies in this Lease. Mention in this Lease of any particular remedy shall not prevent Landlord from using any other legal remedy permitted by law or equity.

b. **Bad Check Charges.** If a check received by Landlord for Rent or Additional Rent is dishonored or returned for any reason whatsoever, a service charge of twenty dollars (\$20.00) will be made by Landlord and paid by Tenant as Additional Rent for the actual and reasonable costs incidental to the handling of such dishonored or returned check.

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c. **Late Payment.** It is agreed that the Rent under this Lease is due and payable in equal monthly installments on or before the first day of each month during the entire lease Term. In the event that Rent is not received on or before the tenth (10th) day of the month, a late charge of one hundred dollars (\$100.00) will be charged by the Landlord to defray expenses incurred in handling delinquent payments.

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23. FEES AND EXPENSES

Tenant must reimburse Landlord for any of the following fees and expenses incurred by Landlord:

(1) Making any repairs to the Apartment or the Building which result from misuse or negligence of Tenant or persons who live with Tenant, visit Tenant, or work for Tenant;

(2) Repairing or replacing any appliance damaged by Tenant's misuse or negligence;

(3) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organizations concerning the Apartment or the Building which Tenant, or persons who live with Tenant, visit Tenant or work for Tenant have caused;

(4) Preparing the Apartment for the next tenant if Tenant moves out of Tenant's Apartment before the Lease Ending Date;

(5) Any legal fees and disbursements for legal actions or proceedings brought by Landlord against Tenant because of a Lease default by Tenant or for defending lawsuits brought against Landlord because of Tenant's actions;

(6) Removing all of Tenant's property after this Lease is ended; and

(7) All other fees and expenses incurred by Landlord because of Tenant's failure to obey any other provisions and agreements of this Lease.

These fees and expenses shall be paid by Tenant to Landlord as Additional Rent within ten (10) days after Tenant receives Landlord's bill or statement. If this Lease has ended when these fees and expenses are incurred, Tenant will still be liable to Landlord for the same amount as damages.

24. FIRE OR CASUALTY

a. Tenant must give Landlord prompt written notice of any fire, accident, damage or dangerous or defective condition in or affecting the Apartment or the Building. If the entire Apartment cannot be used by reason of fire or other casualty for a period of time greater than thirty (30) days, Tenant is not required to pay Rent for the time the Apartment is unusable (subject to Paragraph 24(e)). If part of the Apartment cannot be used for a period greater than thirty (30) days, Tenant must pay Rent for the usable part (subject to Paragraph 24(e)). Landlord shall have the sole and absolute right to decide which part of the Apartment is usable. Landlord need only repair the damaged structural parts of the Apartment. Landlord is not required to repair or replace any appliances, equipment, fixtures, furnishings, decorations or other property in or servicing the Apartment unless same was 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.

b. If the Apartment is totally destroyed by fire or other casualty, and Landlord notifies Tenant that it has, in its sole discretion, determined not to repair the damage, Tenant shall pay Rent until the time of destruction and, at that point, this Lease shall be terminated. Tenant has no right to cancel this Lease due to fire or casualty. This Paragraph 24 is intended to replace the terms of New York Real Property Law Section 227.

c. After a fire, accident or other casualty in the Building, Landlord may decide to tear down the Building or to substantially rebuild it. In such case, Landlord need not restore the Apartment but may end this Lease. Landlord may do this even if the Apartment has not been damaged by giving Tenant written notice of this decision within thirty (30) days after the date the damage occurred. If the Apartment is usable when Landlord gives Tenant such notice, this Lease will end sixty (60) days from the last day of the calendar month in which Tenant was given the notice.

d. Tenant agrees to first seek recovery for any and all damages or losses under any insurance policy maintained by Tenant pursuant to Article 13 or otherwise prior to seeking recovery from Landlord and Tenant shall not be liable to Tenant if Tenant's claims are satisfied from such insurance policy or would have been satisfied if Tenant had obtained such required insurance. Unless prohibited by the applicable insurance policies, to the extent that such insurance is collected, Tenant hereby releases and waives all right of recovery against the Landlord or anyone claiming through or under the Landlord by way of subrogation.

e. If the fire or other casualty is caused by Tenant's act or Tenant's neglect, or Tenant's guest or Occupant then all repairs will be made at Tenant's expense and, in addition, Tenant must pay the full Rent with no adjustment. The cost of the repairs will be paid by Tenant as Additional Rent.

25. SMOKE DETECTOR/CARBON MONOXIDE DETECTOR

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If Landlord has or hereafter shall install one or more smoke detectors/carbon monoxide detectors in the Apartment, it is understood that Landlord shall not be responsible for any servicing or maintenance of the smoke detector/carbon monoxide detector, including changing batteries. It is Tenant's responsibility to check the system regularly (but in any event at least twice a year). If a detector has been installed in the Apartment, Tenant acknowledges that it has been inspected and is in good working order. Tenant shall be liable to Landlord for any damages resulting from Tenant's failure to keep such devices in good working order. Tenant agrees to waive and Landlord shall not be liable for damages caused by the failure of such detector to operate properly.

26. PUBLIC TAKING

If all or part of the Building is taken, acquired, or condemned by any government or government agency this Lease shall end on the date the government or agency take title ("Cancellation Date") and Tenant shall have no claim against Landlord for any damages. Tenant must deliver the Apartment to Landlord on the Cancellation Date together with all Rent and Additional Rent due to that date. The entire award for any taking belongs to Landlord and Tenant agrees that by signing this Lease, Tenant hereby assigns to Landlord any claim against the government or government agency for the value of the unexpired portion of this Lease.

27. BANKRUPTCY/INSOLVENCY

If (1) Tenant assigns property for the benefit of creditors, or (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant a thirty (30) day notice of cancellation of this Lease. If any of the above is not fully dismissed within such thirty (30) day period, the Term shall end as of the date stated in the notice. Tenant must continue to pay Rent, and Additional Rent without offset as provided in this Lease.

28. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS

All leases and mortgages of the Building or of the land on which the Building is located, now in effect or made after this Lease is signed, come ahead of this Lease. In other words, this Lease is "subject and subordinate to" any existing or future lease or mortgage on the Building or land, including any renewals, consolidations, modifications and replacements of these leases or mortgages. If certain provisions of any of these leases or mortgages come into effect, the holder of such lease or mortgage can end this Lease. If this happens, Tenant agrees that Tenant has no claim against Landlord or such lease holder or mortgage holder. This clause shall be self-operative and no further act on the part of the Tenant shall be required. If Landlord requests, Tenant will promptly sign an acknowledgment in confirmation of such subordination, in the form that Landlord requires.

Tenant also agrees to sign a written acknowledgment to any third party designated by Landlord that (1) this Lease is in full force and effect and is unchanged (or if changed, how it was changed); (2), that Landlord has fully performed all of the terms of this Lease and Tenant has no claim against Landlord; (3) Tenant is fully performing all of the terms of this Lease and will continue to do so; and (4) all Rent and Additional Rent have been paid to the date of the acknowledgment.

29. BILLS AND NOTICE

a. Notices to Tenant. Any notice from Landlord or Landlord's agent or attorney will be considered properly given to Tenant if it (1) is in writing; (2) is signed by or in the name of Landlord or Landlord's agent; and (3) is addressed to Tenant at the Apartment and delivered to Tenant personally or sent by registered or certified mail to Tenant at the Apartment. The date of service of any written notice by Landlord to Tenant under this Lease is the date of delivery or mailing of such notice. Notice by Landlord to one named person shall be as though given to all those persons.

b. Notices to Landlord. Any notice from Tenant to Landlord must be in writing and sent by certified mail return receipt requested, to Landlord at the address noted on page 1 of this Lease or at another address of which Landlord or Landlord's agent has given written notice. The signatures of all persons constituting Tenant are required on every notice from Tenant.

30. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

Landlord and Tenant agree to waive their right to a trial by jury in any action or proceeding brought by either of them against the other, for any matter concerning this Lease or the Apartment. The waiver of the right to a jury trial is a serious matter and Tenant and Landlord knowingly agree to do so. Tenant also gives up any right to bring a counterclaim or set off in any action or proceeding by Landlord against Tenant on any matter directly or indirectly related to this Lease.

31. NO WAIVER OF LEASE PROVISIONS

a. Even if Landlord accepts Tenant's Rent or fails once or more often to take action against Tenant when Tenant has not done what Tenant has agreed to do in this Lease, the failure of Landlord to take action or Landlord's acceptance of Rent does not prevent Landlord from taking action at a later date if Tenant again does not do what Tenant has agreed to do.

b. Only a written agreement between Tenant and Landlord can waive any violation of this Lease.

c. If Tenant pays and Landlord 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 Landlord to accept this lesser amount in full satisfaction of all of the Rent due.

d. Writings, notations or statements, written on the front or back of any check, money order or other monetary instrument given to Landlord, shall not be deemed a part of this Lease and shall not be binding on Landlord. Landlord's acceptance, endorsement or deposit of any such check, money order or other monetary instrument shall not be deemed an acceptance of the conditions on same and Landlord may accept same as if the said writing, notation or statement did not exist.

e. Landlord's acceptance of rent from any person other than Tenant shall be deemed to constitute a tender of Rent on Tenant's behalf only, such that neither the tender nor the acceptance thereof shall waive any of Landlord's rights or remedies, nor shall the tender or the acceptance thereof be deemed to create any rights or tenancy status in any person other than Tenant. Notwithstanding the foregoing, the parties agree that Landlord shall be under no obligation to accept the tender of Rent from any person other than the Tenant named on this Lease.

32. MOVE IN CONDITION OF THE APARTMENT

When Tenant signed this Lease, Tenant did not rely on anything said by Landlord, Landlord's agent or superintendent about the physical condition of the Apartment, the Building or the land on which it is built. Tenant did not rely on any promises as to what would be done, unless what was said or promised is written in this Lease and signed by both Tenant and Landlord. Before signing this Lease, Tenant has inspected the Apartment and Tenant accepts it in its present condition "as is". Sizes of rooms stated in any brochures or plans of the Building or Apartment are approximate and subject to change.

33. CORPORATE LEASE

If the party executing this Lease is a corporation then the following provisions shall apply: Tenant, and the Occupants listed in Paragraph 1 hereof, shall be the only person(s) who shall be permitted to occupy the Apartment for the full Term of this Lease. No other person(s) may occupy the Apartment in addition to or instead of the foregoing named individual(s) without Landlord's prior written consent. In no event shall Tenant be permitted to change occupants of the Apartment more than four (4) times per year, and in no event may any such occupant be permitted to occupy the Apartment for a term of less than three (3) months.

In no way shall Landlord's action or inaction be deemed a consent to any use of the Apartment other than residential, or be deemed a waiver of any rights of Landlord to enforce the above terms. To the fullest extent permitted by law, Tenant agrees to indemnify, protect, defend with competent counsel, and hold harmless Landlord, its officers, employees, affiliated companies, partners, members, successors, assigns, legal representatives, shareholders, and agents, for, from and against any and all claims, damages, losses, liabilities, liens, fines, penalties, suits, judgments, causes of action, costs and expenses (including, without limitation, court costs, attorneys fees and disbursements), of any nature, kind or description arising out of, resulting from, or caused, directly or indirectly, (in whole or in part) by Tenant's use and/or occupancy of the Apartment.

34. SUCCESSOR INTERESTS

The covenants, conditions and agreements in this Lease shall be bind and inure to the benefit of Landlord and Tenant and on those who succeed to the interest of Landlord or Tenant by law, by approved assignment or by transfer. Nothing in the preceding sentence shall be deemed to modify Paragraph 6 of this Lease regarding assignment and subletting.

35. DEFINITIONS

a. Landlord: The term "Landlord" in this Lease means the person or organization receiving or entitled to receive Rent from Tenant for the Apartment at any particular time other than a rent collector or managing agent of Landlord. "Landlord" includes the landlord of the land or Building, a landlord, or sublandlord of the land or Building and a mortgagee in possession. It does not include a former landlord, even if the former landlord signed this Lease. Landlord's obligations end when landlord's interest in the Apartment is sold or transferred. Any acts Landlord may do under this Lease may be performed by Landlord's agents or employees.

b. Tenant: The Term "Tenant" means the person or persons signing this Lease as Tenant and the successors and assigns of any and all of them. This Lease has established a tenant-landlord relationship between Tenant and Landlord.

36. EXCULPATION

Notwithstanding any provision of this Lease to the contrary, Tenant agrees to look solely to Landlord's then interest in the Apartment for recovery of any judgment against Landlord, it being understood that none of Landlord's representatives, agents, members, partners, shareholders, directors, employees, fiduciaries or officers shall ever be personally liable for any such judgment or for the payment of any monetary obligation.

If this Lease is executed on behalf of Landlord by any party as agent for Landlord, then said party is acting as agent only and shall not in any event be liable to Tenant for the fulfillment or non-fulfillment of any of the terms, covenants or conditions of this Lease.

Upon the Ending Date, surrender, termination or other ending of this Lease, Tenant shall be deemed to have released Landlord and its agents from any and all claims that Tenant may or could have by reason of any matter that existed prior to the termination or surrender of this Lease unless Tenant notified Landlord of such claim prior thereto by certified mail, return receipt requested.

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

37. SIDEWALK BRIDGES, SCAFFOLDING AND SIMILAR STRUCTURES

Landlord reserves the absolute and unrestricted right to construct and maintain sidewalk bridges, scaffolding, exterior bracing and any similar types of structures, from time to time during the Term of this Lease, in connection with any repairs, alterations, or improvements to be made in or to the Building or any portion thereof, whether or not such structures reduce any light or air to the Apartment or any exterior views from the Apartment. There shall be no allowance to Tenant for any diminution of rental value or any other matter, and no liability on the part of Landlord arising out of inconvenience or annoyance arising there from, or otherwise, by reason of the construction or maintenance of sidewalk bridges, scaffolding, bracing or other structures.

38. TERRACES AND BALCONIES

The Apartment may have a terrace or balcony. The terms of this Lease apply to the terrace or balcony as if it were part of the Apartment. Landlord may make special rules for the terrace and balcony. Landlord will notify Tenant of such rules. Tenant 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 is allowed on the terrace or balcony. Tenant may not keep plants, bicycles or other loose items nor install a fence or any addition on the terrace or balcony. If Tenant does, Landlord has the right to remove and discard these items or store them at Tenant's expense. Landlord shall have no liability to Tenant, and Tenant's covenants and obligations under this Lease (including, but not limited to, payment of Rent) shall not be reduced or abated in any manner whatsoever, by reason of the balcony or terrace no longer being available for Tenant's use.

39. AMENITIES

Tenant acknowledges that the Building may have amenity spaces (e.g. fitness center) available for Tenant use. Landlord may make special rules for the amenity spaces. Landlord may temporarily or permanently close any of the amenity spaces at any time. Tenant's covenants and obligations under this Lease (including, but not limited to, payment of Rent) shall not be reduced or abated in any manner whatsoever, by reason of any or all amenity spaces no longer being available for Tenant's use.

40. RENOVATIONS

Tenant acknowledges that from time to time certain renovation work and improvements may be taking place in portions of the Building including, but not limited to, individual apartments and common areas. Noise, vibrations, dust and/or debris may result from such renovation work. Landlord makes no representations, express or implied, as to conditions relating to renovation work at the Building. Tenant's obligations under the Lease (including, but not limited to, payment of Rent) shall not be reduced or abated in any manner whatsoever, by reason of the renovation work, conditions in the Building due to such renovation work, or portions of the Building, including amenity spaces, being inaccessible or unavailable for use during such renovation work.

41. ILLEGALITY

If any provision of this Lease is found to be illegal, void or unenforceable by a court of competent jurisdiction, the remaining provisions of this Lease shall nevertheless be binding upon the parties with the same force and effect as though the illegal, void or unenforceable part had been severed and deleted. Notwithstanding any rule of law, construction or custom to the contrary, in no event shall this Lease be construed against any party by reason of such party's having caused this Lease to be drafted.

42. REPRESENTATIONS, CHANGES IN LEASE

Tenant has read this Lease. Tenant understands this Lease. All promises made by Landlord are in this Lease. This Lease constitutes the entire agreement between the parties. Tenant is not relying on any representations or agreements other than those contained 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 shall not record or attempt to record this Lease or any memorandum hereof.

43. BROKER

Tenant states that is the only broker that showed the Apartment to Tenant or who was otherwise involved in any way with Tenant renting the Apartment. If the name of the broker in the preceding sentence is left blank, that shall mean that no broker showed the Apartment to Tenant or was otherwise involved in renting the Apartment to Tenant. Tenant shall pay the commissions earned by such broker in connection with this Lease and shall pay Landlord any money Landlord may have to spend if any statement in this Article is incorrect. Tenant hereby indemnifies Landlord and agrees to hold it harmless from any and all liability for any such brokerage commissions and compensation.

44. ARTICLE HEADINGS/CAPTIONS.

The article headings are for convenience only and do not affect the meanings of the articles. In any dispute arising under this Lease, in the event of a conflict between the text and a caption, the text controls.

45. SPRINKLERS

Please take notice pursuant to Section 231-A of the New York Real Property Law that the leased premises does ☐, does not ☒ have an operative sprinkler system. If operative, it was last maintained on and last inspected on .

THIS LEASE AND THE APARTMENT ARE NOT SUBJECT TO RENT STABILIZATION, RENT CONTROL OR ANY OTHER RENT REGULATION. LANDLORD WILL NOT BE OBLIGED TO RENEW TENANT'S LEASE. THE AMOUNT OF RENT LANDLORD MAY CHARGE FOR THE APARTMENT WILL NOT BE REGULATED. IN ADDITION, THE OTHER PROVISIONS OF THE RENT STABILIZATION CODE AND THE RENT STABILIZATION LAW WILL NOT APPLY TO THE APARTMENT OR TO TENANT'S OCCUPANCY OF THE APARTMENT.

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Landlord's Rules are included as an integral part of this Lease and are attached hereto.

TO CONFIRM OUR AGREEMENTS, LANDLORD AND TENANT SIGN THIS LEASE AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1. THIS LEASE IS NOT EFFECTIVE UNLESS AND UNTIL LANDLORD DELIVERS TO TENANT A DUPLICATE ORIGINAL SIGNED BY ALL PARTIES.

LANDLORD:

CS Ritz Residences LLC

By: Stonehenge Management LLC, as agent

By: Jessica Sanchez
Jessica Sanchez (Sep 3, 2019)

TENANT:

Rui Zhang
By: Rui Zhang
Rui Zhang (Aug 29, 2019)

Huizi Bing
By: Huizi Bing
Huizi Bing (Aug 29, 2019)

RZ
RZ

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Rules and Regulations

1. Public Access Ways

(a) Tenants shall not block or leave anything in or on fire escapes, the sidewalks, driveways, elevators, stairways or halls. Public access ways shall be used only for entering and leaving the Apartment and used for deliveries.

(b) Baby carriages, bicycles or other property of Tenants shall not be allowed to stand in the halls, passageways, public areas or courts of the Building.

2. Bathroom and Plumbing Fixtures

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

3. Refuse

Carpets, rugs or other articles shall not be hung or shaken out of any window of the Building. Tenants shall not sweep or throw or permit to be swept or thrown any dirt, garbage or other substances out of the windows or into any of the halls, elevators or elevator shafts. Tenants shall not place any articles outside of the Apartment or outside of the building except in safe containers and only at places chosen by Landlord. Tenant agrees at its sole cost and expense to comply with all present and future laws, orders and regulations of all state, federal, municipal and local governments, departments, commissions and boards regarding the collection, sorting, separation, and recycling of waste products, garbage, refuse, and trash. Tenant shall sort and separate such items into categories as provided by law, and in accordance with the rules and regulations adopted by Landlord.

4. Elevators

All non-automatic passenger and service elevators shall be operated only by employees of Landlord 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.

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 Landlord may direct. Tenants shall not dry or air clothes on the roof.

6. Keys and Locks

Landlord 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 Landlord or Landlord's agent and shall give Landlord or Landlord's agent a duplicate key. If changes are made to the locks or mechanism installed by Tenants, Tenants must deliver keys to Landlord. At the end of this Lease, Tenants must return to Landlord all keys either furnished or otherwise obtained. If Tenants loses or fail to return any keys which were furnished to them, Tenants shall pay to Landlord the cost of replacing them.

7. Noise

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

8. No Projections

An aerial may not be erected on the roof or outside wall of the Building without the written consent of Landlord. 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 Landlord. This consent, if given, can be taken back by Landlord at any time for good cause on reasonably given notice. Unless carried or on, a leash, a dog shall not be permitted on any passenger elevator or in any public portion of the building. Also, dogs are not permitted on any grass or garden plot under any condition. BECAUSE OF THE HEALTH HAZARD AND POSSIBLE DISTURBANCE OF OTHER TENANTS WHICH ARISE FROM THE UNCONTROLLED PRESENCE OF ANIMALS, ESPECIALLY DOGS, IN THE BUILDING, THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH TENANT IS A MATERIAL REQUIREMENT OF EACH LEASE. TENANTS' FAILURE TO OBEY THIS RULE SHALL BE CONSIDERED A SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION BY TENANT UNDER THIS LEASE. LANDLORD MAY ELECT TO END THIS LEASE BASED UPON THIS VIOLATION.

10. Moving

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

11. Floors

Apartment floors shall be covered with rugs or carpeting to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms and hallways. The tacking strip or 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)

235 WEST 48TH STREET, New York, NY 10036
Residential Smoking Policy

The Administrative Code of New York requires that landlords create a building policy on smoking and share it with all tenants. The building policy on smoking applies to any person on the property, including guests.

I. Definitions

- a. **Smoking:** inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g., marijuana or non-tobacco shisha), or any similar form of lighted object or device designed for people to use to inhale smoke
- b. **Electronic Cigarette** (e-cigarette): a battery-operated device that heats a liquid, gel, herb or other substance and produces vapor for people to inhale

II. Smoke-Free Air Act

New York City law prohibits smoking and using e-cigarettes of any kind in indoor common areas, including but not limited to, lobbies, hallways, stairwells, mailrooms, fitness areas, storage areas, garages and laundry rooms in any building with three or more residential units. NYC Admin. Code, § 17-505.

III. Policy on Smoking

Smoking is not allowed in the locations checked below. Even if no boxes are checked, the Smoke-Free Air Act bans smoking tobacco or non-tobacco products and using e-cigarettes in indoor common areas.

- ☐ Inside individual residential apartments*
- ☒ Inside any interior common areas including but not limited to hallways, laundry rooms, and stairwells
- ☒ Outside within 25 feet of the entrance to the building
- ☐ Outside individual apartments on balconies and terraces if considered part of the apartment
- ☒ Outside in any common areas including but not limited to play areas, rooftops, pool areas, parking areas, and shared balconies, courtyards, patios, porches or yards
- ☐ In other areas: _____

LANDLORD RESERVES THE RIGHT TO PROHIBIT SMOKING IN ANY INDIVIDUAL APARTMENT OR OUTSIDE OF ANY INDIVIDUAL APARTMENT ON A BALCONY OR TERRACE IN THE EVENT THAT THE RESULTING ODOR PENETRATES OTHER APARTMENTS IN THE BUILDING AND DISTURBS OTHER TENANTS IN THE BUILDING.

*Rent-stabilized and rent-controlled units may be exempt from a policy restricting smoking inside residential units unless the existing tenant consents to the policy in writing.

Acknowledgment and Signatures:

I have read the policy on smoking described above, and I understand the policy applies to the property. I agree to comply with the policy described above. I understand that violating the smoking policy may be a violation of my lease.

LANDLORD:

TENANT:

CS Ritz Residences LLC

By: Stonehenge Management LLC, as agent

By: 
Jessica Sanchez (Sep 3, 2019)

Rui Zhang

By: 
Rui Zhang (Aug 29, 2019)

By: Huizi Bing

LEASE RIDER

PROCEDURE FOR TENANTS REGARDING SUSPECTED GAS LEAKS

The law requires the owner of the premises to advise tenants that when they suspect that a gas leak has occurred, they should take the following actions:

1. Quickly open nearby doors and windows and then leave the building immediately; do not attempt to locate the leak. Do not turn on or off any electrical appliances, do not smoke or light matches or lighters, and do not use a house-phone or cell-phone within the building;
2. After leaving the building, from a safe distance away from the building, call 911 immediately to report the suspected gas leak;
3. After calling 911, call the gas service provider for this building as follows:

<u>Con Edison</u>	<u>1-800-752-6633</u>
Provider	Number
4. After completing items 1-3 contact your management company, building staff, or super to notify them of the suspected leak.

PROCEDIMIENTO PARA LOS INQUILINOS CUANDO HAY SOSPECHA DE FUGA DE GAS

La ley requiere que el propietario de la casa o edificio informe a los inquilinos que cuando sospechan que se ha producido un escape de gas, deben tomar las siguientes medidas:

1. Abra rápidamente las puertas y ventanas cercanas y salga del edificio inmediatamente; No intente localizar el escape de gas. No encienda o apague ningún electrodoméstico, no fume ni encienda fósforos ni encendedores, y no utilice un teléfono de la casa o un teléfono celular dentro del edificio;
2. Después de salir del edificio, a una distancia segura del edificio, llame al 911 inmediatamente para reportar sus sospechas;
3. Después de llamar al 911, llame al proveedor de servicio de gas para este edificio, de la siguiente manera:

<u>Con Edison</u>	<u>1-800-752-6633</u>
Proveedor	Telefono
4. Después de completar los puntos 1-3, póngase en contacto con su compañía de gestión, el personal del edificio o super para notificarles de la fuga sospechada.

TENANT:

By: Rui Zhang
Rui Zhang
Rui Zhang (Aug 29, 2019)

By: Huizi Bing
Huizi Bing
Huizi Bing (Aug 29, 2019)



THE CITY OF NEW YORK
DEPARTMENT OF HEALTH
AND MENTAL HYGIENE

Michael R. Bloomberg Thomas R. Frieden, MD, MPH
Mayor Commissioner

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

Date: August 29, 2019

Tenant's Address:

235 West 48th Street, New York, NY 10036

Apt# 027E

TENANT:

Rui Zhang

By:

Rui Zhang
Rui Zhang (Aug 29, 2019)

Huizi Bing

By:

Huizi Bing
Huizi Bing (Aug 29, 2019)

RETURN THIS FORM TO:

Owner/Manager: CS Ritz Residences LLC

Owner/Manager's Address: 1675 Broadway, 21st Floor, New York, NY 10019

***For Further Information Call:
Window Falls Prevention (212) 676-2162***

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 September 18, 2019:

☐

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 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 ~~s~~ 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.

Rui Zhang
Rui Zhang (Aug 29, 2019)
Huizi Bing
Huizi Bing (Aug 29, 2019)

_____(Tenant Signature)_ Aug 29, 2019 _____(DATE)
_____(Tenant Signature)_ Aug 29, 2019 _____(DATE)

Print Name, Address, and Apartment Number:

Rui Zhang, 235 West 48th Street, New York, NY 10036 ~ 027E
Huizi Bing, 235 West 48th Street, New York, NY 10036 ~ 027E

Return this form to: (Owner address): CS Ritz Residences LLC
1675 Broadway, 21st Floor, New York, NY 10019

SECURITY DEPOSIT RIDER

This Rider is attached to and made a part of the Apartment Lease dated **August 29, 2019** ("Lease") by and between **CS Ritz Residences LLC** ("Landlord") and **Rui Zhang** ("Tenant") **Huizi Bing** ("Tenant") for Apartment **027E** ("Apartment") in the building known as **235 West 48th Street, New York, NY 10036**.

In accordance with the terms of this Lease, contemporaneous with the signing hereof Tenant has delivered to Landlord the sum of **\$4,225.00** (the "Security Deposit") as a security deposit. As the Tenant is comprised of more than one individual, Tenant hereby irrevocably directs Landlord to return the Security Deposit, in accordance with the terms of the Lease, to individual listed below. Tenant requests that such direction be made irrespective of which individual delivered funds to the Landlord.

Name: Rui Zhang

To the fullest extent permitted by law, Tenant agrees to indemnify, protect, defend with competent counsel, and hold harmless Landlord, its officers, employees, affiliated companies, partners, members, successors, assigns, legal representatives, shareholders, and agents, for, from and against any and all claims, damages, losses, liabilities, liens, fines, penalties, suits, judgments, causes of action, costs and expenses (including, without limitation, court costs, attorneys fees and disbursements), of any nature, kind or description arising out of, resulting from, or caused, directly or indirectly, (in whole or in part) by Landlord's disbursement of Tenant's security deposit in accordance with Tenant's directions in this Rider.

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

LANDLORD:

CS Ritz Residences LLC
Stonehenge Management LLC, as agent

By: 
Jessica Sanchez (Sep 3, 2019)

TENANT:

Rui Zhang
By: 
Rui Zhang (Aug 29, 2019)

Huizi Bing
By: 
Huizi Bing (Aug 29, 2019)

RIDER

This Rider is attached to and made a part of the Apartment Lease dated **August 29, 2019** (“Lease”) by and between **CS Ritz Residences LLC** (“Landlord”) and **Rui Zhang** (“Tenant”) **Huizi Bing** (“Tenant”) for Apartment **027E** (“Apartment”) in the building known as **235 West 48th Street**, New York, NY 10036.

Supplementing the provisions of Article 32 of the Lease, Tenant specifically acknowledges that (i) Tenant has not inspected the Apartment, (ii) Tenant agrees to accept the Apartment in its present “as is” condition, (iii) Landlord is not required to perform any work in, or make any alterations or improvements to the Apartment, (iv) all diagrams, floor plans, pictures of the Apartment or other apartments in the Building are for illustration purposes only and are not to scale, (v) all areas, dimensions, sizes, and square footage amounts of the Apartment are approximate, and (vi) the finishes, fixtures, and appliances may vary by apartment. Nothing herein shall be deemed or construed to impose any duties, obligations or responsibilities upon Landlord other than those specifically provided for in the Lease.

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

LANDLORD:

CS Ritz Residences LLC

By: Stonehenge Management LLC, as Agent


By: 
Jessica Sanchez (Sep 3, 2019)

TENANT:

Rui Zhang

By: 
Rui Zhang (Aug 29, 2019)

Huizi Bing

By: 
Huizi Bing (Aug 29, 2019)

RENT CONCESSION RIDER

This RIDER (this "Rider") is attached to and made a part of that certain Apartment Lease dated as of **August 29, 2019** (the "Lease") by and between **CS Ritz Residences LLC**, as landlord ("Landlord") and

Rui Zhang, as Tenant ("Tenant"),

Huizi Bing, as Tenant ("Tenant"),

with respect to Apartment **027E** (The "Apartment") in the building known as **235 West 48th Street**, New York, NY 10036 (the "Building").

Provided Tenant is not in default of any terms or conditions of this Lease, Tenant shall be given a one-time rent credit in the amount of \$4,225.00 (the "Rent Concession"). The Rent Concession shall be applied to Tenant's account for the month of November 2019.

If, however, this lease shall terminate due to the default of Tenant, the Rent Concession shall be null and void, and any part of the Rent Concession applied to the account of Tenant shall be immediately due and payable.

LANDLORD:


CS Ritz Residences LLC

By: Stonehenge Management LLC, as Agent

By: 
Jessica Sanchez (Sep 3, 2019)

TENANT:

Rui Zhang
By:  _____
Rui Zhang (Aug 29, 2019)

Huizi Bing
By:  _____
Huizi Bing (Aug 29, 2019)

KEY AND LOCKOUT PROCEDURE RIDER

This RIDER (this "Rider") is attached to and made a part of that certain Apartment LEASE dated as of **August 29, 2019** (the "Lease") by and between **CS Ritz Residences LLC**, as landlord ("Landlord") and

Rui Zhang, as Tenant ("Tenant"),

Huizi Bing, as Tenant ("Tenant"),

with respect to Apartment **027E** (The "Apartment") in the building known as **235 West 48th Street, New York, NY 10036** (the "Building").

Tenant will receive and sign for two (2) sets of keys ("Keys") (four (4) Keys in total) for the Apartment upon move-in. Tenant hereby agrees that if Tenant desires more than four Keys, Tenant will pay an additional \$25 for each additional Key requested. Tenant further agrees that if the Keys need to be replaced during the Lease term Tenant will pay a fee of \$100 for each individual Key (\$200 for each set of Keys) reissued by Landlord. If Tenant requests that Landlord replace the cylinder, Tenant will pay a replacement fee of \$350. All requests for cylinder replacements and lost or additional keys must be done by submitting a maintenance request.

Tenant hereby agrees that in the event that Tenant is locked out of the Apartment a lock-out charge of \$25 will be charged for lock-outs between the hours of 7:00 AM and 7:00 PM. A lock-out fee of \$50 will be charged for lock-outs outside of these hours.

Tenant understands and agrees that upon vacating the Apartment all Keys must be returned to Landlord. If Tenant fails to return all such Keys, Tenant will pay a fee of **\$100.00** for each key not so returned.

LANDLORD:

CS Ritz Residences LLC

By: Stonehenge Management LLC, as Agent


By: 
Jessica Sanchez (Sep 3, 2019)

TENANT:

Rui Zhang

By: 
Rui Zhang (Aug 29, 2019)

Huizi Bing

By: 
Huizi Bing (Aug 29, 2019)

CONSTRUCTION RIDER

THIS RIDER (this "Rider"), dated as of **AUGUST 29, 2019**, is attached to and made a part of that certain Fair Market Apartment Lease, dated as of **AUGUST 29, 2019** (the "Lease"), by and between **CS RITZ RESIDENCES LLC**, as landlord ("Landlord"), and **Rui Zhang**, as tenant ("Tenant"), **Huizi Bing**, as tenant ("Tenant"), with respect to Apartment **027E** (the "Apartment"), in the building known as **235 WEST 48TH STREET**, New York, NY 10036 (the "Building").

Notwithstanding anything contained in the Lease to the contrary, Tenant acknowledges that construction may be taking place in certain portions of the Building including, but not limited to, individual apartments and common areas. As a result of such construction, certain portions of the Building may be inaccessible or unavailable for use. In addition, noise, vibrations, dust and/or debris may result from such construction. Landlord makes no representations, express or implied, regarding the availability of any or all of the foregoing areas in the Building, nor does Landlord make any representations, express or implied, as to conditions relating to the ongoing construction at the Building.

Tenant further acknowledges and agrees that Tenant's obligations under the Lease (including, but not limited to, payment of Rent) shall not be reduced or abated in any manner whatsoever, by reason of the construction, conditions in the Building due to such construction, or portions of the Building being inaccessible or unavailable for use during such construction. Tenant releases Landlord, Stonehenge Management LLC, and their respective members, employees, and agents from any and all liability, damages, losses, and claims arising out of the foregoing.

Nothing herein shall be deemed or construed to provide Tenant the option to terminate or cancel the Lease.

IN WITNESS WHEREOF, the parties have executed this Rider as of the date first written above.

LANDLORD:

CS Ritz Residences LLC

By: Stonehenge Management LLC, as Agent

By: 
Jessica Sanchez (Sep 3, 2019)

TENANT:

Rui Zhang

By: 
Rui Zhang (Aug 29, 2019)

Huizi Bing

By: 
Huizi Bing (Aug 29, 2019)

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): **Rui Zhang Huizi Bing**

Subject Premises: **235 West 48th Street**, New York, NY 10036

Apt. #: **027E**

Date of vacancy lease: **August 29, 2019**

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.
[X] 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 42nd, 32nd, 28th 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): Rui Zhang
Rui Zhang (Aug 29, 2019)

Dated: _____

Signature of Tenant(s): Huizi Bing
Huizi Bing (Aug 29, 2019)

Dated: _____

Signature of Owner/Agent: Jessica Sanchez
Jessica Sanchez (Sep 3, 2019)

Dated: _____

STOP BED BUGS SAFELY

WHAT ARE BED BUGS?

Bed bugs are small insects that feed on human blood. They are usually active at night when people are sleeping. Adult bed bugs have flat rusty-red-colored oval bodies. Adult bed bugs are about the size of an apple seed, they are big enough to be easily seen, but often hide in cracks in furniture, floors, or walls. When bed bugs feed, their bodies swell and become brighter red. They can live for several months without feeding on a host.

WHAT DOES A BED BUG BITE FEEL AND LOOK LIKE?

Most bed bug bites are initially painless, but later turn into large, itchy skin welts. These welts do *not* have a red spot in the center as do the bites from fleas.

ARE BED BUGS DANGEROUS?

Although bed bugs and their bites are a nuisance, they are not known to spread diseases.

HOW DOES A HOME BECOME INFESTED WITH BED BUGS?

In most cases, people carry bed bugs into their homes unknowingly, in infested luggage, furniture, bedding, or clothing. Bed bugs may also travel between apartments through small crevices and cracks in walls and floors.

HOW DO I KNOW IF MY HOME IS INFESTED WITH BEDBUGS?

You may notice itchy skin welts. You may also see the bed bugs themselves, small bloodstains from crushed insects, or dark spots from their droppings. It is often hard to find them because they hide in or near beds, other furniture, and in cracks.

SHOULD I USE A PEST CONTROL COMPANY?

The Health Department recommends that homeowners hire pest control companies registered by the New York State Department of Environmental Conservation (DEC) to get rid of bed bugs.

The pest control company should:

- Inspect your home to confirm the presence of bed bugs.
- Find and eliminate their hiding places.
- Treat your home with special cleaning and/or pesticides if necessary.
- Make return visits to make sure bed bugs are gone.

Be sure your pest control company hires licensed pest management professionals. Ask to see a copy of their license or check directly with DEC by calling (718) 482-4994 or visiting

<http://www.dec.ny.gov/permits/209.html>

IS IT NECESSARY TO USE PESTICIDES TO GET RID OF BED BUGS?

The best way to get rid of bed bugs is to clean, disinfect and eliminate their hiding places. Since young bed bugs (nymphs) can live for several months without feeding and the adults for more than a year, the pest control company may use a pesticide. Talk with the professional about safe use of pesticides and make sure he/she:

- Uses the least toxic pesticide.
- Follows instructions and warnings on product labels.
- Advises you about staying out of treated rooms and when it is safe to reenter.
- Treats mattresses and sofas by applying small amounts of pesticides on seams only. Pesticides should **never** be sprayed on top of mattresses or sofas.



Actual size

Michael F. Potter, University of Kentucky © 2004

HOW CAN I GET RID OF BED BUGS?

1. Find out where bed bugs are hiding in your home. Use a bright flashlight to look for bed bugs or their dark droppings in bedroom furniture. Or use a hot hair dryer, a thin knife, an old subway card or a playing card to force them out of hiding spaces and cracks. Check:
 - Behind your headboard.
 - In the seams and tufts of your mattress and inside the box spring.
 - Along bedroom baseboard cracks.
 - In and around nightstands.
 - Other bedroom items, including window and door casings, pictures, moldings, nearby furniture, loose wallpaper, cracks in plaster and partitions, and clutter.
2. Clean areas where bed bugs are likely to hide.
 - Clean bedding, linens, curtains, rugs, carpets, and clothes. To kill bed bugs, wash items in hot water and dry them on the highest dryer setting. Soak delicate clothes in warm water with lots of laundry soap for several hours before rinsing. Wool items, plush toys, shoes, and many other items can be placed into a hot dryer for 30 minutes to get rid of bed bugs.
 - Scrub mattress seams with a stiff brush to dislodge bed bugs and their eggs.
 - Vacuum mattresses, bed frames, nearby furniture, floors and carpets. Pay special attention to cracks and open spaces. Immediately after vacuuming, put the vacuum cleaner bag in a sealed plastic bag, and dispose of it in an outdoor container.
 - If you find bed bugs on a mattress, cover it with a waterproof, zippered mattress cover labeled "allergen rated," or "for dust mites." Keep the cover on for at least one year.
 - If your box spring is infested, seal it inside a vinyl box spring cover for at least one year. If no cover is available, throw the box spring away.
 - Dispose of infested items that cannot be cleaned and get rid of clutter. Seal tightly in a plastic garbage bag and discard in an outside container.
 - Repair cracks in plaster and repair or remove loose wallpaper.

3. Be very cautious about using pesticides yourself. Pesticides can be hazardous to people and pets. If you choose to use a pesticide, or a licensed pest control professional suggests you use one, follow these precautions:
 - Only use pesticides clearly labeled for bed bug extermination. Never use a cockroach spray, ant spray, or any other pesticide that does not list bed bugs on the label.
 - Follow label instructions exactly.
 - Never spray pesticides on top of mattresses or sofas, or in areas where children or pets are present.
 - Never purchase or use a product without a manufacturer's label and never buy pesticides from street vendors.
 - Avoid using "insecticide bombs" and "foggers" in your home. These products can spread hazardous chemicals throughout your home, and are not likely to be effective against bed bugs.

HOW CAN I KEEP BED BUGS OUT OF MY HOME?

- Wash clothing and inspect luggage immediately after returning from a trip.
- Inspect used furniture for bed bugs before bringing it into your home.
- Never bring discarded bed frames, mattresses, box springs, or upholstered furniture into your home.

HOW CAN I KEEP MY FURNITURE FROM INFESTING SOMEONE ELSE'S HOME?

- Never resell or donate infested furniture or clothing.
- If you throw infested furniture away, make it undesirable to others by cutting or poking holes in its upholstery or making it unusable. Tape a sign to it that says, "Infested with Bed Bugs."

This fact sheet is available at nyc.gov/health. For more copies, call 311 and ask for "Stop Bed Bugs Safely."



Revised 12-08





Bedbug Annual Filing Receipt

Premises Address: **227 WEST 48 STREET, MANHATTAN**

Certificate Number: **BBR1900004966**

Date Filed with HPD: **1/8/2019**

Filed By: **STONEHENGE MANAGEMENT LLC**

Information Period: **November 2017 - November 2018**

Total Dwelling Unit Count: **479**

Infested Dwelling Unit Count: **1**

Eradicated Dwelling Unit
Count: **1**

Re-infested Dwelling Unit
Count: **0**

I certify that:

A copy of this form and the DOHMH Bedbug Information Notice will be given to each tenant within such multiple dwelling upon each lease renewal or the commencement of a new lease.

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS

1. The owner of this building is required, under New York City Administrative Code section 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, **CS Ritz Residences LLC** (owner or representative name in print), certify that I have complied with the requirements of the New York City Administrative Code section 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.

Signed:

CS Ritz Residences LLC

By: Stonehenge Management, as agent

By:


Print Name: Jessica Sanchez (Sep 3, 2019)

Date:

APÉNDICE A

AVISO DE ALQUILER/COMIENZO DE LA OCUPACIÓN SOBRE RIESGO DE ALÉRGENOS EN INTERIORES

1. Según el Código administrativo de la Ciudad de Nueva York, Sección 27-2017.1 y sig., el propietario de este edificio tiene obligación de hacer una inspección anual de riesgos de alérgenos en interiores (como moho, ratones, ratas y cucarachas) en el apartamento que usted ocupa y en las áreas comunes del edificio. El propietario debe inspeccionar también si usted lo informa de que hay una condición en el apartamento que podría causar un riesgo de alérgenos en interiores, o si usted solicita una inspección o el Departamento ha impuesto una violación que requiere la corrección de un riesgo de alérgenos en interiores en su apartamento. Si hubiera un riesgo de alérgeno en su apartamento, el propietario debe solucionarlo, utilizando las prácticas de trabajo seguro establecidas por la ley. El propietario también debe proveer a los inquilinos un folleto que contenga la información sobre los riesgos de alérgenos en interiores.
2. Antes de su ocupación como nuevo inquilino, el propietario de este edificio también debe solucionar todos los problemas visibles de moho e infestaciones en el apartamento, así como cualquier defecto subyacente como goteos, usando las prácticas de trabajo seguro establecidas por la ley. Si el propietario ofrece moqueta o mobiliario, debe limpiar y aspirar a conciencia antes de la ocupación. Este aviso debe firmarlo el propietario o su representante y establecer que ha cumplido con estos requisitos.

Yo, **CS Ritz Residences LLC** (nombre del propietario o del representante en letra de molde), certifico que he cumplido con los requisitos del Código administrativo de la Ciudad de Nueva York Sección 27-2017.5 eliminando todo el moho e infestaciones visibles y cualquier defecto subyacente si fuera aplicable, limpiando y aspirando cualquier moqueta y mobiliario que haya provisto al inquilino. He realizado los trabajos necesarios siguiendo las prácticas de trabajo seguro establecidas por la ley.

Firmado:

CS Ritz Residences LLC

Por: Stonehenge Management, como agente

Por: 
Jessica Sanchez (Sep 3, 2019)

Nombre en letra de molde:

This notice is also available in the following languages: | 简体中文 (Chinese) | 한국어 (Korean)
| Kreyòl Ayisyen (Haitian Creole) | Русский (Russian) | العربية (Arabic)

(Added City Record 12/17/2018, eff. 1/16/2019)

What Every Tenant Should Know About Indoor Allergens

(Local Law 55 of 2018)

Allergens are things in the environment that make indoor air quality worse. They can cause asthma attacks or make asthma symptoms worse. Common indoor allergens, or triggers, include cockroaches and mice; mold and mildew; and chemicals with strong smells, like some cleaning products. Environmental and structural conditions, like leaks and cracks in walls often found in poorly maintained housing, lead to higher levels of allergens.

New York City law requires that landlords take steps to keep their tenants’ homes free of pests and mold. This includes safely fixing the conditions that cause these problems. Tenants also play a role in preventing indoor allergens.

Tenants should:

- Keep homes clean and dry
- Place food in sealed containers, keep counters and sinks clean, and get rid of clutter such as newspapers and paper bags
- Use garbage cans with tight-fitting lids
- Take garbage and recycling out every day, and tie up garbage bags before putting them in compactor chutes
- Avoid using pesticides and chemicals with strong smells (e.g., cleaning products, air fresheners, etc.)
- Tell landlords right away if there are pests, water leaks, or holes or cracks in the walls and floors
- Let building staff into homes to make any needed repairs
- Call **311** if landlords do not fix the problem or if repair work is being done unsafely

If you are a tenant and you or your child has asthma, and there are pests or mold in your home, your doctor can request a free home environmental inspection for you through the New York City Health Department’s Online Registry. Talk to your doctor or call 311 to learn more.

For more information about building owner and landlord responsibilities and safely fixing indoor allergen hazards, see the reverse side of this handout.

For more information about safely controlling asthma, visit nyc.gov/health/asthma.



Español | 繁體中文 | 简体中文 | Русский | 한국어 | Kreyòl ayisyen | العربية



nyc.gov/health



“healthy neighborhoods”



Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development


What Landlords Must Do to Keep Homes Free of Pests and Mold

New York City law requires that landlords of buildings with three or more apartments – or buildings of any size where a tenant has asthma – take steps to keep tenant homes free of pests and mold. This includes safely fixing the conditions that cause these problems.


Landlords must:

- **Inspect** every apartment and the building’s common areas for cockroach and rodent infestations, mold and the conditions that lead to these hazards, at least once a year and more often if necessary. Landlords must also respond to tenant complaints or requests for an inspection.
- **Use integrated pest management (IPM) practices** to safely control pests and fix building-related issues that lead to pest problems.
 - ✓ Remove pest nests and thoroughly clean pest waste and other debris using a HEPA vacuum. Make sure to limit the spread of dust when cleaning.
 - ✓ Repair and seal any holes, gaps or cracks in walls, ceilings, floors, molding, base boards, around pipes and conduits, and around and within cabinets.
 - ✓ Attach door sweeps to all doors that lead to hallways, basements or outside.
 - ✓ Remove all water sources for pests by repairing drains, faucets and other plumbing materials that collect water or leak.
 - ✓ Use pesticides sparingly. If pesticides must be used to correct a violation, they must be applied by a New York State Department of Environmental Conservation–licensed pest professional.
- **Remove indoor mold** and safely fix the problems that cause mold.
 - ✓ Remove any standing water, and fix leaks or moisture conditions.
 - ✓ Move or cover furniture, and seal off doorways, ventilation ducts and other openings securely with plastic sheeting.
 - ✓ Gently spray the moldy area with soap or detergent and water before cleaning to limit the spread of dust.
 - ✓ Clean the work area with wet mops or HEPA vacuums before work starts, at the end of each day and after all repair work is completed.
 - ✓ Dry the cleaned area completely.
 - ✓ Throw away all cleaning-related waste in heavy-duty plastic bags and seal securely.
 - ✓ To clean 10 or more square feet of mold in a building with 10 or more apartments, landlords **must** hire a New York State Department of Labor–licensed mold assessor and remediator. Per New York City Administrative Code section 24-154 and New York State Labor Law Article 32, assessors and remediators must submit paperwork to the New York City Department of Environmental Protection.
- Make sure vacant apartments are thoroughly **cleaned and free of pests and mold** before a new tenant moves in.
- Provide a copy of this fact sheet and a notice with each tenant’s lease that clearly states the landlord’s and tenant’s responsibilities to keep the building free of indoor allergens.

For more information about building owner and landlord responsibilities and safely fixing indoor allergen hazards, visit nyc.gov/hpd and search for **indoor allergen hazards**.

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nyc.gov/health

“healthy neighborhoods”

NEW YORK CITY APARTMENT BUILDING EMERGENCY PREPAREDNESS GUIDE



EMERGENCY PREPAREDNESS BASICS

PEOPLE WHO NEED ASSISTANCE

***READINESS SUPPLIES (FOR HOME
EMERGENCIES AND YOUR GO BAG)***

HOME SAFETY AND FIRE PREVENTION

KNOW YOUR BUILDING

***WHAT TO DO IN A FIRE/
NON-FIRE EMERGENCY***

***EMERGENCY PREPAREDNESS
RESOURCES***

Developed by the NYC Fire Department to inform apartment building residents and staff about apartment building safety, and what each resident can do to prepare for emergencies, prevent fires and protect themselves and their families during a fire or non-fire emergency.

2018

NEW YORK CITY APARTMENT BUILDING EMERGENCY PREPAREDNESS GUIDE

PART I – BUILDING INFORMATION SECTION

BUILDING**ADDRESS:** 235 West 48 Street, New York, NY 10036**BUILDING OWNER/REPRESENTATIVE:****Name:** Stonehenge Management LLC**Address:** 1675 Broadway21st Floor**Telephone:** New York, NY 10019**BUILDING INFORMATION:****Year of Construction:** 1990**Type of Construction:** ☐ Combustible ☒ Non-Combustible**Number of Floors:** 41 Above ground 1 Below ground**Sprinkler System:** ☒ Yes ☐ No**Sprinkler System Coverage:** ☐ Entire Building ☒ Partial (*complete all that apply*):☐ Dwelling Units: _____☐ Hallways: _____☐ Stairwells: _____☒ Compactor Chute: _____☒ Other: GARAGE / LAUNDRY RM / BSMT / 4TH & 5TH FLOORS**Fire Alarm:** ☐ Yes ☒ Yes, Transmits Alarm to Fire Dept/Fire Alarm Co ☐ NoLocation of Manual Pull Stations: EVERY FLOOR BY STAIRCASE**Emergency Voice Communication System:** ☐ Yes ☒ No**Public Address System:** ☐ Yes ☒ NoLocation of Speakers: ☐ Stairwell ☐ Hallway ☐ Dwelling Unit ☐ Other: _____**Means of Egress** (e.g., Unenclosed/Enclosed Interior Stairs, Exterior Stairs, Fire Tower Stairs, Fire Escapes, Exits):

Type of Egress	Identification	Location	Leads to
INTERIOR STAIRWELL (ENCLOSED)	D	CELLAR	STREET
INTERIOR STAIRWELL (ENCLOSED)	B	HALLWAY MIDDLE	LOBBY TO STREET
INTERIOR STAIRWELL (ENCLOSED)	A	HALLWAY MIDDLE	LOBBY TO STREET
INTERIOR STAIRWELL (ENCLOSED)	C	CELLAR	LOBBY TO STREET

Other Information: _____**DATE PREPARED:** January, 2019

**NEW YORK CITY
APARTMENT BUILDING
EMERGENCY PREPAREDNESS GUIDE**

For Apartment Building Residents and Staff

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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

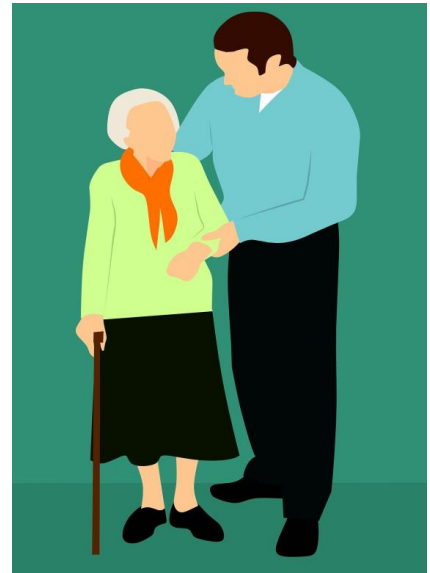
Discuss with your family and household members where to meet if you have to evacuate your building and cannot return.

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](http://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. Tornados

Although not common in the New York City area, a number of tornados (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.



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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.

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. Improvise 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>

401-06 (eff. 10/1/18)












Apartment Lease The Ritz Plaza 027E

Final Audit Report

2019-09-03

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