



Prepared by Adam Leitman Bailey and Dov Treiman, © 2008 by Adam Leitman Bailey, P.C.

LEASE FOR A RENT STABILIZED APARTMENT

ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF THE TENANTS AND THE LANDLORDS UNDER THE RENT STABILIZATION LAW.

LOS DERECHOS Y RESPONSABILIDADES DE INQUILINOS Y CASEROS ESTÁN DISPONIBLE EN ESPAÑOL.

Lease dated: 20
The Landlord is:
119 Third Avenue Associates, LLC
(the "Landlord")

Address:
181 East 119th Street
New York, NY 10035

The Apartment (¶ 1) no. in the building at
181 East 119th Street, New York, NY

(the "Apartment")

Term (¶ 3) Lease starts: June 15th 20
(the "Start Date"), and ends: 20
(the "End Date") Years Months Days

The Occupants are: (Name, Date of Birth and Relation to The Tenant)

The Tenant is:
(the "Tenant")

SSN: Driver's Lic. No.:
Present address: Apartment No.

The starting Rent and Surcharges (¶ 1,6) are:

The Security (¶ 12 & 13) \$ (the Security")
is deposited at:
JPMorgan Chase Bank, N.A.

(the Bank")

Other Riders (¶ 2)

Insurance required (¶ 43) \$
The Additional Utilities (¶ 4)

1. The Apartment Rental Agreement

By this Lease, the Landlord rents to the Tenant the Apartment above for the Term and for the Rent stated above. **Whether or not either side reads this Lease, both sides are bound by it.**

2. Riders

Attached are riders and notices that set forth additional rights and obligations of the Tenant and the Landlord, including those under the Rent Stabilization Law. The riders and notices include:

- Window Guard Notice
- New York City And Federal Lead Paint Notices
- Pending Applications For Rent Increases (Schedule A)
- Tax Benefits Rider For J51
- Tax Benefits Rider For 421-A For All Tenants
- Tax Benefits Rider For 421-A For Low Income Tenants

- Preferential Rent Rider
- Pet Rider
- Rent Stabilization Lease Rider
- Additional Rules Under Section 20 Of This Lease Rider
- Rent Rider
- Pest Control Rider
- Electric Rider

3. The Term of the Lease

This Lease runs from the Start Date to the End Date. If the Tenant violates the Tenant's responsibilities under this Lease, the Landlord has the right to end this Lease before the end of the Term. If The Landlord does not obey all the Landlord's responsibilities under this Lease, under certain circumstances, the Tenant may have the right to end this Lease before the end of the Term.

4. Services and Utilities

The Landlord will provide hot and cold water, heat, and repairs as required by law. The Additional Utilities stated above are included in the Rent. The Tenant must make separate arrangements with the providers of the following utilities not included in the rent: Telephone, Cable Television, Internet, Electricity and Gas.

It is expressly understood and agreed that the Landlord shall not supply gas and electrical utilities or service to the Apartment. The Tenant shall make the Tenant's own arrangements with the public utility company servicing the Apartment for the furnishing of and payment of all charges for gas and electricity. Interruption or curtailment of any such service shall not constitute a constructive or partial eviction, or entitle the Tenant to any compensation or abatement of rent.

5. Military Status

The provisions of this Section are intended for information for the Landlord to be used only for the purpose of protecting The Tenants who are, may enter into, or may become dependent upon persons who enter into military status.

STRIKE OUT ONE OF THE TWO FOLLOWING PROVISIONS.

~~The Tenant states that the Tenant is neither in the U.S. military service nor is dependent on a member of the U.S. military service.~~

~~The Tenant shall inform the Landlord within ten (10) days after enlisting in the U.S. military service or becoming dependent on a member of the U.S. military service.~~

6. The Rent

a. The starting Rent and Surcharges for the Apartment are as stated above.

b. However, this Rent may be adjusted up or down according to the law, as is described in Section 11 of this Lease. The Rent is due for the entire month, in advance on the first day of the month. It must be paid at the office of the Landlord at the address that is stated at the top of this Lease as being the Landlord's address. However, the Landlord may give

the Tenant notice in writing of a different address to which rent must be sent and the Tenant must obey that notice.

c. At the time of the signing of this Lease, if the term of this Lease starts on any day other than the first day of the month, then the Tenant must pay in advance both the rent due for the partial month of the term from the Start Date through the last day of that calendar month and the full rent for the following calendar month. If the Tenant makes a pattern of paying the rent late, the Landlord will terminate this Lease according to the Landlord's rights under the law.

d. If the Tenant pays the rent on any day of the month after the first day of the month, there are serious legal consequences to the Tenant. The Landlord intends to hold the Tenant to them.

e. Both the Landlord and the Tenant agree that paying rent on time is an essential responsibility of the Tenant under this Lease and the tenancy. Therefore, the Landlord and the Tenant agree that if the Tenant pays the rent late enough to cause the Landlord to serve a rent demand [as defined in New York State Real Property Actions and Proceedings Law §711(2)] three (3) or more times in the course of one (1) period of 365 consecutive days or five (5) or more times in the course of twenty-four (24) consecutive months, the Landlord will be entitled to terminate this Lease before the end of the Term by following those legal procedures that allow the Landlord to terminate a lease under the law. For purposes of this paragraph, it shall make no difference that the occasions of the late payment of rent may or may not fall during the Term of this Lease or during different terms of the renewal of this Lease. The only thing that will matter as to frequency of late payment is how far apart those late payments are on the calendar.

f. Every payment of rent the Landlord receives may be credited by the Landlord to the oldest rent owed to the Landlord regardless of any marking on or accompanying the payment contradicting the Landlord's right under this sentence of this Lease. This provision shall bind the parties no matter what is said anywhere on the payment or any documentation accompanying the payment.

g. The Tenant may establish direct payment (ACH Debit) where the amounts due under this Lease are automatically debited to the Tenant's bank account if the Landlord offers such service.

7. Services and Utilities

The Landlord will provide hot and cold water, ~~heat~~ and repairs as required by law. The following utilities are included in the rent: hot water, cold water, and ~~heat~~, as required by law. The Tenant must make separate arrangements with the providers of the following utilities not included in the rent: electricity, telephone, cable television, gas and internet. It is agreed that the Landlord shall not supply electrical and gas utilities or service to the Apartment. The Tenant shall make the Tenant's own arrangements with the public utility company servicing the Apartment for the furnishing of and payment of all charges for gas and electricity. Interruption or curtailment of any such service shall not constitute a constructive or partial eviction, or entitle the Tenant to any compensation or abatement of rent.

8. Complete Agreement

This Lease contains all the agreements between the Landlord and the Tenant. There are no oral agreements between the Landlord and the Tenant that are not set forth in this Lease. Any claimed agreements between the Landlord and the Tenant not set forth in this Lease are void. The Tenant is not relying on anything that was said by the Landlord, the Landlord's agent, or the Building's superintendent about the condition of the Apartment or the Building. The Tenant is not relying on any promises made by anyone unless set forth in writing and signed by the Landlord. The Tenant is not relying on any floor plans or brochure. The Tenant has inspected the Apartment. The Tenant is accepting the Apartment "as is," except for those things that the Tenant could not reasonably see by inspecting the Apartment. The Landlord has not made any promises to do any work on or in the Apartment unless set forth in a writing signed by the Landlord. No changes to this Lease are enforceable unless they are in writing signed by both the Landlord and the Tenant. However, both the Landlord and the Tenant have other rights and responsibilities provided by New York State and City Law in addition to the rights and responsibilities set forth in this Lease. This Lease is not meant to violate any of those rights and responsibilities provided by New York State and New York City Law.

9. Titles

At various places in this Lease, there are titles given to certain sections. These titles are meant only to make it easier to find provisions in this Lease and these titles have no legal effect.

10. The Apartment: Purpose

a. The Apartment is rented to the Tenant for residential living purposes only. The Apartment may only be occupied by the Tenant, the immediate family of the Tenant, and other occupants defined by §235-f of the Real Property Law of the State of New York. Occupancy of the Apartment by persons other than or in addition to those allowed by this paragraph is a violation of the Tenant's responsibilities under this Lease and a valid ground for the Landlord to follow those legal procedures that allow a landlord to terminate a lease under the law.

b. The Tenant acknowledges that the Apartment is located in a residential building. The Tenant represents that it shall not use the apartment for commercial or office use of any nature whatsoever. The provisions of this Article shall be deemed a material inducement to the Landlord for the execution of this Lease and any default by the Tenant under this Article shall be deemed a material default entitling the Landlord to exercise any or all of the remedies provided in this Lease. The apartment may not at any time during the term of this Lease be used for occupancy by any person on a transient basis, including, but not limited to, use as a hotel, motel, dormitory, fraternity house, sorority house, rooming house, hospital, nursing home, sanitarium, or rest home. This does not prohibit the Tenant from providing transient accommodations to the Tenant's guests during their occasional visits to the Tenant in the manner common and expected in one's own home and consistent with a residential apartment.

11. Adjustments to the Rent Under Rent Stabilization

a. Because the Apartment is subject to Rent Stabilization, the Rent may be adjusted up or down during the Term, including retroactively, to conform to the Rent Guidelines set forth under the Rent Stabilization Law and Code and set out by the New York City Rent Guidelines Board.

b. The Landlord and the Tenant agree that they will be bound by any lawful adjustment made to the Rent, including retroactive adjustments, by the New York State Division of Housing and Community Renewal, ("The DHCR") subject to both sides' rights to challenge such adjustments in the DHCR itself and in the courts of the State of New York. The Tenant agrees that the Tenant will pay all rent increases issued by the DHCR as set forth in the DHCR order, subject to the DHCR rules.

c. If there are any pending applications before the DHCR to adjust the rents in the Building, they are described in a document called "Schedule A – Pending Applications for Rent Adjustments," which is attached to this Lease. The Tenant agrees to pay all increases the DHCR may order with regard to those applications, including retroactive increases in the rent.

12. Security Deposit: The Landlord's Rights

a. The Tenant is required to keep on deposit with the Landlord at all times a Security Deposit equal to one (1) month's rent, as such rent is adjusted under Section 11 of this Lease. If during the Term of this Lease or any renewal of it, the rent increases, the Tenant shall deposit enough additional money with the Landlord to bring the amount of the Security Deposit up to the level of one (1) full month's rent at that time. If the Tenant fails to deposit the additional sums for a Security Deposit required by this Section, then the Landlord shall have the option to follow those legal procedures that allow a Landlord to terminate a lease under the law. If the Tenant fails to deposit the additional sums for a Security Deposit required by this Section of this Lease, then the Landlord shall also have the option to declare such additional sums to be "Additional Rent" and to bring a summary proceeding under §711(2) of the New York State Real Property Actions and Proceedings Law to recover those additional sums. In addition to the Landlord's rights under this Section, the Landlord may bring any summary proceeding under §711(2) of the New York State Real Property Actions and Proceedings Law to recover any rent or Additional Rent.

b. The Tenant is not allowed to use the Security Deposit to pay the rent. If, in spite of that prohibition, the Tenant uses the Security Deposit to pay the Rent, the Tenant will be required to pay a special handling

fee in the amount of fifty (50) dollars that shall be considered to be Additional Rent due to the Landlord on the last day of the last month of the Term.

c. The Landlord may at any time apply all or part of the Security Deposit to the payment of all or part of any rent that is owed to the Landlord.

13. Security Deposit: The Tenant's Rights

The bank account where the Security Deposit is located will pay the Landlord interest. From that interest, the Landlord is entitled to keep the first 1% of the Security Deposit annually as an administrative fee. The Landlord will either pay to the Tenant, or issue a credit for, any additional interest earned on the security deposit each year. So long as the Tenant is not in default of any of the Tenant's obligations under this Lease and the Tenant returns the Apartment to the Landlord broom clean, in good order, and in the same condition as at the Start Date of this Lease, except for ordinary wear and tear and damage caused by things outside of the Tenant's control or cause, then the Landlord will return to the Tenant the full amount of the Security Deposit plus any interest still owed to the Tenant. Such return of the Security Deposit shall be within sixty (60) days after the Tenant surrenders possession of the Apartment to the Landlord. The Landlord has the right to retain all or part of the Security Deposit and any interest not previously paid to the Tenant to pay the Landlord for any of the Landlord's losses, including, but not limited to, damage to the Apartment, rent, Additional Rent, and the Landlord's attorneys' fees.

If the Landlord sells or leases the entire Building, the Landlord will turn over the security deposit and the interest then payable on it to the purchaser or renter of the entire Building within five (5) days after selling or renting it to that person. The Landlord will then notify the Tenant of the Apartment by mail addressed to the Apartment of the name and address of the new owner or renter of the entire Building. Once the Landlord has sent the Tenant that notification, the Landlord will have no further responsibility with respect to the Security Deposit. The new owner or renter of the entire Building will then bear the sole responsibility, if any, to the Tenant for the Security Deposit.

14. Delays in the Apartment Being Ready For Move In

If for any reason, the Apartment is not ready for the Tenant to move in on the Start Date, the Landlord is not responsible to the Tenant for damages or expenses, and this Lease will remain in effect. Under those circumstances, the Landlord will notify the Tenant in writing of a new Start Date. This Lease shall be considered to be amended to reflect that. The "End date" in this Lease will be considered to be changed to the same number of days later as the new Start Date created under this Section is later than the original Start Date. No rent shall be owed by the Tenant from the original Start Date set forth in this Lease to the new Start Date created under this Section. If the new Start Date is more than ninety (90) days after the original Start Date, then the Tenant has the option of notifying the Landlord by certified mail or overnight mail that the new Start Date must be fifteen (15) days after the notification. If the Tenant sends such a notification, and the Landlord does not make the Apartment available for the Tenant to move into within those fifteen (15) days, then, at the Tenant's option, this Lease shall be considered canceled, and all monies paid by the Tenant to the Landlord will be refunded by the Landlord to the Tenant.

15. Surrender of the Apartment at the End of The Term

a. If the Tenant does not renew this Lease, the Tenant shall move out of the Apartment at the end of the Term. If the Tenant does renew this Lease, the Tenant shall move out of the Apartment at the end of the last Term for which the Tenant has renewed this Lease. If this Lease is terminated by the Landlord, the Tenant shall move out of the Apartment on or before the termination date the Landlord sets. The Tenant shall leave the Apartment broom clean, in good order, and in the same condition as at the Start Date of this Lease except for ordinary wear and tear and damage caused by things outside of the Tenant's control or cause. The Tenant shall leave the Apartment empty of all movable property and empty of all persons. All walls and floors are to be left in the same condition in which they were received, reasonable wear and tear, and events outside Tenant's control or cause, excepted. Prior to the termination of this Lease, the Tenant shall, at the Tenant's own

cost and expense, remove any wall coverings, bookcases, bookshelves, cabinets, mirrors, painted murals, or any other wall attachments the Tenant, or a previous tenant may have installed, make any necessary repairs, including prime paint, and leave the walls in the condition they would have been in without such attachments. The Tenant shall also, at the Tenant's own cost and expense, remove tile, linoleum, carpeting or any other floor covering that the Tenant, or a previous tenant, may have installed, including all nails, tacks or stripping by or to which the same may have been attached, and have that floor, and the entire adjacent area repaired and left in the condition it would have been absent such floor covering. The Landlord may choose to hold the Tenant liable to the Landlord for rent for any period of time after the Tenant has moved out and the Tenant has not yet removed all movable property and persons from the Apartment. After the Tenant moves out, the Landlord may treat all property remaining in the Apartment as belonging to the Landlord and may either discard or store such property at the Tenant's expense. The Tenant's liability under this Section shall continue in effect after the termination of this Lease and after the issuance of any warrant to evict the Tenant from the Apartment.

b. In the event the Tenant fails to renew this Lease, but continues in possession of the Apartment after the expiration of the Term, the Landlord shall in addition to all other rights at law, have the right to consider this Lease to be renewed for one (1) year at the rate set forth in the Lease renewal offer for a one (1) year lease renewal. The Landlord shall exercise that right by sending a notice to that effect to the Tenant. The Tenant shall thereupon be under all obligations the Tenant would have been under had the Tenant properly exercised the Tenant's option to renew the lease for one (1) year.

16. Care of the Apartment and Appliances

The Tenant will take good care of the Apartment and the appliances furnished by the Landlord and will neither permit nor cause damage to them, except through ordinary wear and tear. The Tenant shall not permit conditions to exist in the Apartment that are unhealthy or unsanitary. The Tenant will neither permit the Tenant's health or safety nor the health nor that of any other persons living or working in the Building to be endangered by any conditions in the Apartment, regardless of whether such conditions in the Apartment require repair or are a matter of cleaning and maintenance. If the appliances furnished by the Landlord are damaged by misuse or abuse by the Tenant, the cost of the replacement or repair of those items by the Landlord may be charged to the Tenant and collected as Additional Rent.

17. Alterations to the Apartment, Appliances, and Fixtures

a. The Tenant will not build on, build in, add to, subtract from, change, or alter the Apartment in any way. The Tenant will neither wallpaper, paint, or repaint the Apartment, nor affix anything to the walls, floors, ceilings, windows, or doors of the Apartment without the Landlord's prior written consent.

b. The Tenant will neither install nor use in the Apartment any water filled furniture, dishwashing machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating equipment or air conditioning units without the Landlord's prior written consent. This paragraph shall not prohibit the Tenant from using any appliance installed by the Landlord.

c. The Tenant will not overload the existing wiring installation in the Apartment or in the Building, or interfere with the use of such electrical wiring facilities by other tenants of the Building.

d. The Tenant will neither overload the plumbing systems of the Building, nor use such plumbing systems to dispose of other than normal waste water from cooking, bathing and washing of humans and human waste products.

e. The Tenant shall only dispose of human waste products through the use of the toilet in the bathrooms of the Apartment.

f. If natural gas is supplied to the Apartment, the Tenant will only use the gas for cooking and heat.

g. The Tenant will not waste or consume unreasonable amounts of water, electricity, or natural gas.

h. If enclosed air-conditioning units have been installed in the Apartment by the Landlord, these units will be individually operated and

connected to the Tenant's electric meter. If these units are not connected to the Tenant's electric meter, the Tenant will be responsible for the electric charges as Additional Rent. The Landlord will be responsible for the maintenance of these units unless they are damaged by the fault or negligence of the Tenant, guests, servants or invitees. The Tenant will not be permitted to install any other air-conditioning equipment in the Apartment nor shall Landlord be responsible for any damages nor shall the Tenant be entitled to an abatement of Rent, Surcharge and Additional Rent due to the removal of or breakdown of these units.

18. The Tenant's Compliance With the Law and Insurance Requirements

a. The Tenant will obey and comply with all present and future city, state and federal laws, rules and regulations, including the Rent Stabilization Code and Law, which affect the Building or the Apartment. The Tenant will comply with all orders and regulations of Insurance Rating Organizations which affect the Apartment and the Building.

b. The Tenant will obey all laws with respect to the installation of Window Guards and shall not interfere with their installation or maintenance. Attached to this Lease is a rider with respect to window guards.

c. The Tenant shall not allow the Apartment or any part of it to be used or occupied for any unlawful purpose, any dangerous trade or business or any use in violation of any certificate of occupancy affecting the Apartment or in violation of the Building or zoning laws of the City of New York.

d. The Tenant shall not allow the Apartment to be occupied by more persons than are permitted by the New York City Administrative Code with respect to an apartment of the description of the Apartment, it being the intent of this sentence to give the Landlord the right to evict the Tenant for violating this Lease by overcrowding the Apartment.

e. The Tenant shall not paint, alter, hang anything from, or in any way tamper with sprinkler heads, if any, in the Apartment. Since covering or painting will render the sprinkler inoperative and irreparable, the Tenant shall be liable for the full cost of their replacement plus any loss or damage that may occur due to fire, which sum shall be collectible as Additional Rent. Should flooding occur due to tampering with or bringing hot objects too close to the sprinkler heads, causing them to activate, the Tenant will be responsible for any damages caused by the same. The Tenant knows that it is a crime to tamper with the fire sprinkler system.

f. The Tenant agrees, at the Tenant's 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. The Tenant shall sort and separate such waste products, garbage, refuse and trash into such categories as provided by law, and in accordance with the rules and regulations adopted by the Landlord for the sorting and separating of such designated recyclable materials. The Tenant shall comply with the requirement to rinse recyclable bottles and containers before placing them in the designated receptacles, in accordance with the law and local regulations. The Landlord reserves the right, where permitted by law, to refuse to collect or accept from the Tenant any waste products, garbage, refuse or trash which is not separated and sorted as required by law. Where permitted by law, the Landlord reserves the right to require the Tenant to arrange for such collection, at the Tenant's sole cost and expense, utilizing a contractor satisfactory to the Landlord. The Tenant shall pay all costs, expenses, fines, penalties, or damages which may be imposed on the Landlord or the Tenant by reason of the Tenant's failure to comply with the provisions of this Section. At the Tenant's sole cost and expense, the Tenant shall indemnify, defend and hold the Landlord harmless (including legal fees and expenses) from and against any actions, claims, and suits arising from the Tenant's such noncompliance, utilizing counsel reasonably satisfactory to the Landlord, if the Landlord so elects. The Tenant's failure to comply with this Section shall constitute a violation of a substantial obligation of the tenancy and the Landlord's rules and regulations. The Tenant shall be liable to the Landlord for any costs, expenses, or disbursements, including attorney's fees, of any action or proceeding by the Landlord against the Tenant, predicated upon the Tenant's breach of this Section.

The Tenant understands that local regulations governing recycling make residents liable for non-compliance. Any and all of the Tenant's financial obligations and liabilities under this paragraph shall be deemed to be Additional Rent.

19. Windows

a. The Tenant will not allow any cleaning of the windows of the Apartment to take place without compliance to the laws regarding the use of equipment and safety devices regarding the cleaning of windows.

b. Tenant hereby acknowledges that Tenant has rented the Apartment without any obligation on the part of the Landlord to furnish Tenant with window screens or to maintain window screens or any other personal property left in the Apartment by a previous Tenant.

c. The Tenant is hereby placed on notice that the windows located on perimeter walls of the Building that abut the lot line of the property are subject to covering or removal due to possible construction which may occur on adjacent lots. The Tenant hereby grants the Landlord access to the Apartment for purposes of closing, removal or covering said lot line windows at any time and acknowledges that the Tenant is aware that such windows may be removed, closed or covered at any time, without any change in the rent payable hereunder and without any liability of any person, including the Landlord or the owner of any adjacent lot, to the Tenant. Neighboring buildings may be the subject of construction, renovation or demolition. The Landlord will not be liable to the Tenant, nor shall the Tenant seek to hold the Landlord liable for interference with views, light, air flow, ventilation, whether such interference is temporary or permanent, if such interference results from activities conducted adjoining owners' properties.

d. In no event shall sheets or blankets or similar items be hung in the windows or be visible from outside of the Apartment. Tenant shall not hang or otherwise install lighting systems in the windows or on the window sills so as to be visible from the street side of the window for a period in excess of six consecutive weeks.

20. House Rules

The Tenant shall obey all of the following House Rules, it being understood that each and every one of these rules is a substantial obligation of the Tenant under this Lease.

a. **Plumbing.** The Tenant shall not use any plumbing fixture for any purpose other than that for which it was designed or built. The Tenant shall not put sweepings, rubbish, the contents of vacuum cleaners, or acids in toilets or drains in the Apartment or in toilets or drains anywhere else in the Building.

b. **Blockage.** The Tenant shall not place, leave, allow to be placed or allow to be left anything in or on fire escapes, sidewalks, entrances, driveways, elevators, stairways, or halls. The Tenant shall not place, leave, allow to be placed or allow to be left property of any kind, interfering with ingress to the Building, egress from the Building or free passage along the halls and through the public areas, lobbies, courts, courtyards, garages, and driveways of the Building.

c. **Disposal of Waste – Generally.** The Tenant shall not place or allow to be placed dirt, garbage, or refuse in the halls, elevators, and public areas of the Building, except that the Tenant may carry such dirt, garbage, or refuse to places designated by the Landlord for the disposal of such matter.

d. **Disposal of Waste – Obedience to Law.** The Tenant shall not place anything or dispose of anything outside of the Apartment or outside of the Building except in safe containers and only at places designated by the Landlord and in compliance with all applicable rules and regulations of all departments, units, and agencies of the City of New York.

e. **Windows.** The Tenant shall not hang, shake, or throw any articles, dirt, or debris out of the windows of the Apartment. The Tenant shall not display any sign, advertisement, notice or any other lettering inscribed, painted, or affixed by the Tenant on any part of the outside or the inside of the Apartment or the Building. Such rule is not intended to interfere with any rights the Tenant might possess under the First Amendment to the Constitution of the United States of America or law of this state. The Tenant shall not allow anything whatsoever to fall from the windows,

terraces or balconies of the Apartment. The Tenant agrees that no object shall be placed on the window sills outside of the Apartment.

f. Terraces – Restrictions on Use.

- i. Anywhere in this Lease the word “terrace” is used, it is understood to include terraces, balconies, and patios.
- ii. The Tenant shall permit the Landlord full access to the terrace to make any alterations, repairs, or improvements to the Building or the terrace whenever the Landlord in the Landlord’s sole discretion shall deem it necessary or desirable to do so. The Landlord has this right whether or not the alterations, repairs, or improvements are being done to comply with any law. The Landlord has this right even if the use of the terrace is to store materials in preparation for making alterations, repairs, or improvements. The Tenant shall make no claim for actual partial eviction on account of the Landlord’s use of the terrace in any manner permitted to the Landlord by this paragraph.
- iii. The Tenant shall not use the terrace as a bedroom.
- iv. The Tenant shall not use the terrace for storage.
- v. The Tenant shall not erect a fence or other enclosure on the terrace.
- vi. The Tenant shall not place furniture or furnishings on the terrace other than furniture and furnishing which are designed for outdoor use.
- vii. The Tenant shall not use the terrace for cooking, barbecuing, or charcoaling of food.
- viii. The Tenant shall not allow to be present on the terrace any highly inflammable materials, including but not limited to, gasoline, turpentine, benzene, mineral spirits, charcoal starter fluid, kerosene, diesel, fuel oil, black powder, explosives, and fireworks.
- ix. The Tenant shall not affix to the terrace any awnings or projections of any kind.
- x. The Tenant shall not place any objects on the railings of the terrace and shall not hang clothing or other articles on or from the terrace.
- xi. The Tenant shall not shake out clothing or rugs on the terrace.
- xii. The Tenant shall not allow anything to fall from the terrace.
- xiii. The Tenant shall not paint the Terrace.
- xiv. The Tenant shall not interfere with any gate and shall not make any claim or defend any claim by the Landlord on account of any gate that the Landlord installs allowing access to and from the terrace to other parts of the Building. The Landlord may use such access gate at will without any notice to or permission from the Tenant. The Tenant is responsible for controlling access to the Apartment from the terrace.
- xv. Whatever property the Tenant places on the terrace, the Tenant places there at the Tenant’s own risk.
- xvi. The Tenant shall remove from the terrace all accumulations of leaves, debris, water, ice, and snow, regardless of whether other persons have access to the terrace.
- xvii. The Tenant shall not install any dish or other antenna on the terrace without the Landlord’s prior consent in writing.
- xviii. The Tenant shall not install on the terrace any swimming pool, wading pool, Jacuzzi, fountain, or plant watering system.
- xix. The Tenant shall not permit on the terrace any child of ten years of age or younger without the supervision of a person fifteen years of age or older.
- xx. The Tenant shall not permit on the terrace any unrestrained pet, regardless of whether such pet belongs to the Tenant or to some other person. This paragraph shall not be understood to mean that the Tenant may have pets.
- xxi. The Tenant shall not permit there to be on the terrace any plantings exceeding the load bearing capacity of the terrace. The Tenant shall not permit any plantings on the terrace to cause water, snow, or ice to accumulate on, damage, or infiltrate the terrace. The tenant shall not possess any plants that attach themselves to the walls, floors, or other surfaces of the Building.

g. Terraces, Floors and Flat Surfaces – Weight and Water Restrictions. The Tenant shall not place anything on the terraces, floors, and other flat surfaces of the Apartment or of the Building that will place more weight on such terrace, floor or flat surface than that terrace, floor, or flat surface is designed to bear. The Tenant shall not tamper with any of the structural elements of the Building, including but not limited to walls, terraces, floors, balconies, and roofs of the Building, so as to make them less resistant to the intrusion of water.

h. Laundry. The Tenant shall not use the roof or string laundry lines for drying or airing laundry. The Tenant shall not use any clothes washing or drying machines in the Building except those, if any, placed by the Landlord in the Apartment and such as may be in a laundry room designated by the Landlord as operated by a party contracting with the Landlord to operate a laundry room in the Building. The laundry equipment located in the laundry room, if any, is being operated and maintained by a separate vendor as an accommodation to the tenants of the Building. The Landlord is not responsible for the maintenance of the laundry equipment in the laundry room, if any, any damage to Tenant’s personal property caused by such equipment, or the operations of the laundry service itself.

i. Antennas. The Tenant may not attach any dish or other antenna to the roof, outside walls, or windows of the Building. ~~without the written consent of the Landlord. This shall not be construed to limit the rights granted by any federal or state law to any cable communications company.~~

j. Freight. The Tenant shall only use for freight those elevators designated by the Landlord to be used for freight and only on designated days and hours after making reservations in accordance with then-existing procedures. Proof of reasonable and appropriate insurance protecting the Landlord and other tenants is required from any person moving furniture or possessions into or out of the building before access is permitted. A reasonable cash security deposit may also be required. The Tenant shall obey the Landlord’s rules as to which days and hours elevators may be used for moving furniture and freight. The Landlord shall not be liable to the Tenant for any delays caused by or the result of such rules.

k. Operation of Elevators. The Tenant shall not operate any elevators in the Building except those elevators for which the Landlord has not hired operators.

l. Use of Elevators. The Landlord may designate which elevators are to be used for servants, messengers, and trades people and the Tenant shall obey such designations and be responsible for such obedience by the servants, messengers, and trades people, coming to and from the Apartment.

m. Use of Entrances. The Landlord may designate which entrances are to be used for servants, messengers, and trades people and the Tenant shall obey such designations and be responsible for such obedience by the servants, messengers, and trades people, coming to and from the Apartment.

n. Keys. The Landlord shall provide the Tenant with keys to the locks to the entrance to the Apartment. The Tenant may install an additional lock to the entrance to the Apartment, provided such lock is of no more than three (3) inches in circumference and has been submitted to and approved by the Landlord to conform in general appearance to the locks installed by other tenants in the Building. The Tenant must provide the Landlord with a key to that additional lock. Every time the Tenant changes the locks to the Apartment, the Tenant shall furnish to the Landlord a key to the new lock within three (3) business days after the installation of the new lock. The Landlord retains the right to enter the Apartment by breakage or otherwise for purposes of responding to emergencies. At the end of the Term, the Tenant must surrender to the Landlord all keys to the Apartment, regardless of how the Tenant came into possession of them. In the event the Tenant fails to conform to the Tenant’s obligations under this paragraph, the Landlord shall have the right to replace the door to the Apartment when the Tenant moves out of the Apartment and the Landlord shall have the option of treating the expenses associated with such door replacement, including both labor and materials, as Additional Rent and as damages due to the Landlord that may be charged against the Tenant’s Security Deposit. If

the Landlord elects to treat such door replacement as Additional Rent, it shall become due and payable to the Landlord fifteen (15) days after the Landlord replaces the door.

o. Noise. The Tenant shall not make or permit any disturbing noises in the Building by the Tenant, the Tenant's family, friends, guests, employees or servants, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other tenants. The Tenant shall not play or permit the playing of any musical instrument in the premises between the hours of 8:00 p.m. and the following 9:30 a.m. on weekdays that are not legal holidays and 11:00 a.m. on weekends and legal holidays. The Tenant shall not practice or allow to be practiced either vocal or instrumental music in a way that disturbs or annoys other occupants of the Building. The Tenant shall not practice or allow to be practiced either vocal or instrumental music for more than two (2) hours in any day or at all between the hours of 8:00 p.m. and 9:30 a.m. on weekdays that are not legal holidays and 11:00 a.m. on weekends and legal holidays. The Tenant shall not at any time operate, play or permit the operation or playing of any audio, video, television, radio, computer, music instruments or other equipment in a manner that shall disturb or annoy other occupants of the Building.

p. Carpeting. The floors in the Apartment shall be covered with sufficient insulated floor coverings so as to insulate against the transmission of sound from the Apartment to another apartment in the Building. The Tenant shall carpet the Apartment with at least 80% of the floor space of each room of the Apartment covered, except in the kitchen, pantry, and bathrooms. In the event the Tenant uses wall to wall carpeting, the tacking strip shall be glued and not nailed to the floor. Wall to wall carpeting shall only be installed with water soluble adhesive or no adhesive or with other products that shall not damage the underlying flooring in any way. Tenant shall be responsible for any damage to the flooring caused by any carpet installation.

q. Mold and Mildew.

i. The Tenant acknowledges that it is necessary for the Tenant to provide appropriate climate control in the Apartment and take other measures to retard and prevent mold and mildew from accumulating in the Apartment. The Tenant shall:

1. Maintain the Apartment in clean condition, dust the Apartment on a regular basis and remove any visible moisture accumulation in or on the Apartment, including on windows, walls, floors, ceilings, bathroom fixtures, and other surfaces; mop up spills and thoroughly dry affected area as soon as possible after occurrence; and

2. Not block or cover any of the heating, ventilation or air-conditioning ducts in the Apartment and keep climate and moisture in the Apartment at reasonable levels. In addition, and in furtherance of the foregoing, Tenant agrees to insure that the apartment shall be sufficiently ventilated during periods of prolonged absence. For purposes of this paragraph, a prolonged absence is a period lasting more than seven (7) days.

ii. The Tenant shall promptly notify management in writing of the presence of the following conditions:

1. Any evidence of a water leak or excessive moisture or standing water inside the Apartment or in any Common Area or the garage at the Building;

2. Any evidence of mold or mildew-like growth in the Apartment that persists after Tenant has tried several times to remove it with a common household cleaner containing disinfectants and/or bleach,

3. Any failure or malfunction in the heating, ventilation and air conditioning systems; the dishwasher or the laundry equipment, if any, in the Apartment, it being understood that nothing in this paragraph shall be deemed the Landlord's consent to the presence of any equipment listed in this paragraph; and

4. Any inoperable doors or windows.

iii. If the Tenant fails to comply with the provisions of this Article, then, in addition to the Tenant's obligation to indemnify Owner in accordance with the terms of this Lease for all damage, loss, cost and expense, including attorneys fees and disbursements, suffered or incurred by Owner in connection with said failure to comply, the Tenant

shall also be responsible for all damage or loss to and all costs and/or expenses suffered or incurred by the Tenant, the Tenant's personal property and other occupants of the Building and their respective personal property.

iv. In addition to whatever other remedies the Landlord has under this Lease, the parties recognize that there is no adequate remedy at law for the Landlord if the Tenant violates this Section entitled "Mold and Mildew" and the Landlord shall also be entitled to an injunction to enforce this Section entitled "Mold and Mildew."

r. Animals – Generally. No pets of any kind shall be kept or harbored in the Apartment except by the written consent of the Landlord. Consent given by the Landlord with respect to any number or type of animals for any particular tenant in the Building shall not mean that the Landlord will consent to the same number or type of animals for another tenant in the Building. Such consent shall be given with respect to all animals kept by the Tenant for purposes of engaging in basic life functions as understood by the Fair Housing Act and may be given with respect to other animals as well. The Tenant must, however, restrain and control all animals the Tenant possesses or harbors so as not to interfere with the health, comfort or safety of others in the Building. Barking of unreasonable duration, timing, or volume shall be considered to be such an interference with the health, comfort and safety of other tenants. Defecation and urination on terraces, as well as common or public areas of the Building, by animals harbored by the Tenant shall be considered to be such an interference with the health, comfort and safety of other tenants. The Tenant shall not permit dogs or other animals to be in any grass area or garden on the Landlord's property around the Building. No animals shall be allowed in the public areas of the Building unless carried or restrained by a leash. The Tenant shall not feed birds on the Landlord's property around the Building.

s. Animals – Identification. Independent of the Tenant's obligation not to have any pets without the Landlord's written consent, the Tenant also has the obligation to furnish the Landlord with two (2) photographs of all animals in the Tenant's possession. The photographs shall be taken within seven (7) days after the Tenant's acquisition of an animal or within seven (7) days after the Tenant moves into the Apartment, whichever is later. One such photograph shall be of the animal's face and the other photograph shall be of the animal's full body as seen from the side. Together with the photographs, the Tenant shall give to the Landlord a statement setting forth the animal's species, age, weight, breed, if any, and colors. The Tenant's full compliance with this paragraph marked "Animals – Identification" shall be considered to be a substantial obligation of the Tenant under this Lease independent of all other obligations of this Lease. Nothing in this paragraph marked "Animals – Identification" shall be understood to waive any other right of the Landlord under this Lease.

t. Appliances and Fixtures. No cabinets, fixtures, sinks, wires or appliances of any sort shall be attached to or connected with the gas or electric fixtures within the Apartment, except such as are approved by the Landlord, and no pipes or radiators shall be moved or tampered with in any manner at all. No doors shall be removed from their hinges.

u. Landscaping. The Tenant shall not disturb, plant, or use in any manner the gardens, landscaping, or lawns on the Landlord's property around the Building.

v. Emergency Services. The Landlord is not required to have any program providing for the safety of the Tenant from fire or crime. The Tenant shall cooperate with any program the Landlord may propose for providing safety for the Tenants from crime and fire. The Tenant shall not use the Apartment intercom system to allow persons to enter the Building unless the person desiring entrance has identified himself or herself and is known to the Tenant. The Tenant has inspected all smoke detectors and all carbon monoxide detectors in the Apartment and has determined that they are in good working order. The Tenant shall at all times maintain at least one (1) smoke detector in the Apartment, and one (1) carbon monoxide detector in each bedroom, in good operating condition and maintain additional smoke detectors and carbon monoxide detectors as the Landlord may reasonably require. The Tenant shall cooperate with the reasonable requests of police and fire department officers and officials.

w. **Courtyard.** If the Building contains a courtyard, its use is strictly prohibited except for the purpose of entry to the residents' apartments. The Tenant may not use the courtyard for any other purpose, including, but not limited to, storage, drying of clothes, plantings, access to other apartments, or any recreational use whatsoever.

x. **Building Personnel.** The Tenant shall not send any employee of the Landlord out of the Building on any private business of the Tenant.

y. Apartment Tours and Other Group Uses

i. No group tour or exhibition of the Apartment or its contents shall be conducted without the prior written consent of the Landlord or its managing agent. Consent for any such tour or exhibition shall not imply that consent will be given for another such tour or exhibition.

ii. The Tenants may not use, or permit others to use, the Apartment (including, without limitation, any terrace, balcony or roof), public hallway or any other part of the Building, for film shoots, video or sound recordings, photography shoots, screenings, auctions, classes, fund raisers, social or other gatherings or events that require the payment of any tuition, admission charge, fee or other compensation to the Tenant of any kind, or any similar activities, without the prior written consent of the Landlord or its managing agent in each instance.

z. **Social Areas.** If a roof deck, terrace, club, meeting room, children's play room or similar area (a "Social Area") is provided for the use of residents: no pets, food, beverages, smoking or unauthorized parties shall be permitted in a Social Area without the prior permission of the Landlord or in accordance with the Landlord's posted rules; the Tenant must remove all personal effects and debris after using a Social Area; the Landlord may close any Social Area if undue noise or disturbance exists; No one under age eighteen (18) shall be permitted in a Social Area unless accompanied and supervised by an adult; the use of each Social Area shall be during posted dates and hours only and shall be subject to the rules and regulations of the Building (all of which may be changed by the Landlord from time to time, in the Landlord's sole discretion); entry to a Social Area may be by a hand recognition system, a keyed or coded access system or other access system; the number of guests per tenant that may use a Social Area is limited at the Landlord's discretion; and the Landlord may make any of the Social Areas available for private parties, at such times and dates as the Landlord, in the Landlord's discretion, may determine. If the Landlord makes a Social Area available for private parties, such use shall be limited to tenants and permitted occupants who shall be required to sign a separate agreement and comply with its terms (including, but not limited to, the payment of fees).

aa. **Bicycle Storage.** If the Landlord designates a room or place for the storage of bicycles, the following rules shall apply to such bicycle storage room:

i. Spaces are not guaranteed; they are allocated on a "first come first served" basis. Space may not be available for every bicycle.

ii. All bicycles must be placed on the bicycle racks if they are provided and must be locked and chained. The Landlord may remove bicycles that are not locked without notice, at the Tenant's expense.

iii. All bicycles must be properly identified in accordance with any system the Landlord may have in place for identifying bicycles. Such system shall call for the annual re-identification of bicycles. Any bicycle which has not been identified to the Landlord under the Landlord's identification system for more than one year shall be deemed abandoned by the Tenant and to have become the sole property of the Landlord for the Landlord to dispose of as the Landlord sees fit.

iv. Only bicycles may be stored in the bicycle room; no baby strollers or other furnishings and equipment are permitted.

v. The Tenant must use care for the property of others when securing and removing bicycles. The Tenant will be responsible for any damage the Tenant causes to the bicycles of other tenants.

vi. Bicycle storage is at the Tenant's own risk. The Landlord, the managing agent, and all of the Landlord's employees and agents shall be absolved of responsibility for any loss or damage due to theft, accidents, mishandling or other cause, except to the extent such loss or damage is due to gross negligence or willful misconduct.

bb. **Smoking.** The Tenant shall not permit smoking in the Apartment so as to interfere with the health, comfort, or safety of other occupants of the Building.

21. Enforcement of the Tenant's Obligations

a. The Tenant shall hold the Landlord harmless for any alleged failure by the Landlord to enforce the obligations of another tenant in the Building.

b. The Tenant shall be considered to be in violation of substantial obligations of this Lease if the Tenant, any member of the Tenant's family residing in the Apartment, any other person residing in the Apartment, any servant of the Tenant, any employee of the Tenant or anyone visiting the Tenant violates any of the Tenant's obligations under this Lease.

c. All expenses, including but not limited to, fines, court expenses, and attorneys' fees incurred by the Landlord in enforcing the Tenant's obligations under this Lease or by reason of the Tenant failing to abide by the Tenant's obligations under this Lease shall be, at the Landlord's option, considered to be Additional Rent.

d. Such Additional Rent may be collected by the Landlord in any summary proceeding under the New York State Real Property Actions and Proceedings Law.

22. The Tenant's Obligation Not To Be Objectionable

In addition to all the Tenant's other obligations under this Lease, the Tenant may not engage in objectionable conduct towards or against the Landlord or any other occupants of the Building. Objectionable conduct includes violating of any of the Tenant's obligations of this Lease, but also includes engaging in any conduct which interferes with the right of others to properly and peacefully enjoy their Apartments. It also includes creating or tolerating any conditions which are dangerous, hazardous, unsanitary or detrimental to other occupants in the Building. If the Tenant engages in objectionable conduct, the Landlord will be entitled to terminate this Lease before the end of the Term by following those legal procedures that allow a landlord to terminate a lease under the law.

23. Assignment and Subletting

a. The Landlord may refuse permission for the Tenant to assign this Lease for any reason or for no reason at all.

b. This Lease may not be sublet except in accordance with the procedures set forth in §226-b of the New York State Real Property Law with respect to the subletting of leases and in accordance with the Rent Stabilization Law and Code. If the Tenant sublets the Apartment without following the procedures set forth in §226-b of the New York State Real Property Law, the Landlord will be entitled to terminate this Lease before the end of the Term by following those legal procedures that allow a Landlord to terminate a lease under the law.

c. If the Landlord consents to any assignment or subletting, the Landlord will not be obligated to consent to any other assignment or subletting.

d. Each and every time the Tenant applies for permission to assign or sublet, the Landlord may impose a reasonable processing fee. If the Apartment is sublet, the Landlord may choose to collect the rent directly from the sublessee without releasing the Tenant from this Lease, but such sums collected shall be applied to the Tenant's account. No funds paid to the Landlord by a sublessee or by any other person shall be understood to mean that the Landlord accepts anyone other than the Tenant named on this Lease as being the Landlord's tenant.

24. Abandonment

If the Tenant moves out or is evicted before the end of the Term, except by a surrender of possession to the Landlord duly accepted by the Landlord, the Tenant shall remain liable for every monthly payment of rent as it comes due until the end of the Term. If this Lease has been renewed, then such liability shall continue until the end of the renewal term.

25. Reduction of Services Which Are Not The Landlord's Fault

If due to strike, labor, trouble, war, national emergency, act of terrorism, repairs, the fault of any utility company, governmental action, or any other cause beyond the Landlord's reasonable control, the Landlord may not be able to provide or may be delayed in providing or making any repairs to the Building, the Tenant shall have no rights against the Landlord except such as are required by law.

26. Right of Entry

The Landlord may enter the Apartment in any manner and at any time in the event of an emergency.

The rent shall not be reduced by reason of the Landlord's exercise of any right given the Landlord by this Section.

Where there is no emergency, the Landlord may enter and the Tenant must give access during reasonable hours and upon reasonable notice, for the purposes of:

- a. Erecting, using, or maintaining pipes and conduits through the walls, floors, and ceilings of the Apartment.
- b. Inspecting the Apartment to ascertain what repairs or changes to the Apartment the Landlord might deem necessary.
- c. Showing the Apartment to persons to whom the Landlord may wish to sell or lease the entire Building and persons from whom the Landlord may wish to borrow money.
- d. Showing the Apartment to persons acting on behalf of an insurance carrier from whom the Landlord may wish to purchase insurance.
- e. Showing the Apartment during the period that is five (5) months before the end of the Term, to persons who might wish to rent the Apartment.
- f. Making changes, repairs, or redecorations during the last month of the Term, if the Tenant has substantially or completely moved out.

27. The Tenant's Defaults

a. If the Tenant defaults under this Lease as defined in this Section, except for defaulting on the Tenant's obligation to pay rent, then the Landlord may serve on the Tenant a "notice to cure" that sets forth the following:

- i. What the Tenant's defaults are; and
 - ii. Notification that if the Tenant does not cure the default within ten (10) days, then the Landlord may serve a "termination notice" on the Tenant.
- b. If the Tenant does not cure the default within ten (10) days after the service of the notice to cure, and if the Tenant does not begin the cure ten (10) days after the service of the notice to cure and continue the cure every day thereafter until it is completed, then the Landlord may serve a "termination notice" on the Tenant setting forth that the Lease shall terminate seven (7) days after the service of the termination notice.
- c. Seven (7) days after the service of the termination notice, the lease shall terminate and the Tenant must surrender the Apartment to the Landlord. The Tenant, however, shall remain responsible for the unpaid rent up to the termination of this Lease in addition to use and occupancy after this Lease ends and through the date the Tenant actually moves out.
- d. If the Tenant defaults in paying rent or Additional Rent, this Lease shall not restrict the Landlord's rights in summary proceedings or mandate additional procedures for the Landlord to follow beyond those set forth in the summary proceeding statute.

e. The Tenant shall be considered to be in default of this Lease if the Tenant:

- i. Fails to meet any of the Tenant's responsibilities under this Lease, regardless of whether such responsibility is noted as one for which the Landlord can terminate this Lease.
- ii. Behaves in an objectionable manner.
- iii. Fails to take possession of the Apartment within thirty (30) days after the Start Date of this Lease as defined in Sections 3 and 14 of this Lease.
- iv. Moves out of the Apartment permanently before the end of the Term.
- v. Makes a material misrepresentation in the Application for the Apartment.

28. Rights Under the Tenant's Defaults

If the Tenant is in default of the Tenant's obligations under this Lease then the Landlord shall be entitled to the following rights in addition to other rights the Landlord may have:

a. The Tenant shall continue being responsible for rent until the end of the Term, even though the lease is terminated earlier by the Landlord.

b. The Tenant must pay the Landlord "use and occupancy" for all the time that the Tenant or persons claiming rights of occupancy through the Tenant, are occupying the Apartment.

c. Once the Tenant and all persons claiming rights of occupancy through the Tenant have left the Apartment, the Landlord may rent the Apartment for a period that is longer than, the same as, or shorter than the time remaining on the Term. The Landlord may rent the Apartment at the same amount of rent, a lower rent, or a higher rent than the most recent Rent due under this Lease. If the rental rate is lower than the most recent Rent due under this Lease or for a shorter term, then the Tenant shall be liable to the Landlord for the difference between what the Tenant should have paid to the Landlord and what the Landlord actually collected. No part of this Lease shall be interpreted to mean that the Landlord is under any obligation to rent the Apartment during the time remaining on the Term that the Tenant is not in occupancy.

d. The Tenant shall be liable to the Landlord for all advertising expenses, fees, real estate fees, attorneys' fees, and other costs of putting the Apartment in good condition for re-rental.

e. The Tenant shall be liable for all of the Landlord's attorneys' fees in enforcing any of the Landlord's rights in the event of the Tenant's default of any kind or nature.

f. In the event the Tenant moves out of the Building, the Landlord has the right to declare all of the rent due from the time the Tenant moves out until the end of the term immediately due and owing to the Landlord and to sue for the entire accelerated sum immediately.

g. The Landlord has no duty to mitigate the Landlord's damages for nonpayment of rent for any reason whatsoever.

29. Additional Rent

For the purposes of this Lease, "Additional Rent" shall mean all sums, charges, or amounts of any nature other than "Rent" that are to be paid or deposited by the Tenant to the Landlord in accordance with the provisions of this Lease, whether or not such things are referred to as "Additional Rent" in this Lease. The Landlord shall have the same remedies for the Tenant's default in the payment of "Additional Rent" as for Rent. If no date is otherwise given in this Lease for the date on which a particular item of Additional Rent is due, then such item shall be due to the Landlord ten (10) days after the Landlord sends to the Tenant an invoice for that item.

The Tenant shall reimburse the Landlord for the following items and the Landlord shall be entitled to consider the following items to be Additional Rent regardless of whether they are caused by the Tenant or they are caused by persons who live with the Tenant, visit the Tenant, or work for the Tenant, and regardless of whether they are caused by the malice, neglect, or negligence of any such persons:

- a. Repairs to the Apartment, to the Building, or to any appliances in the Apartment or in the Building.
- b. Correction of violations of city, state, or federal laws or orders and regulations of insurance rating organizations with respect to the Apartment or to the Building.
- c. Preparing the Apartment for the next Tenant if the Tenant moves out before the end of the Term defined in Sections 3 and 14 of this Lease.
- d. Any attorneys' fees and disbursements for legal actions or proceedings brought by the Landlord against the Tenant because of a Default by the Tenant of any of the Tenant's obligations under this Lease.
- e. Any attorneys' fees and disbursements for legal actions or proceedings brought against the Landlord by persons not party to this Lease because of any Default by the Tenant of any of the Tenant's obligations under this Lease.
- f. Removing the Tenant's movable property after this Lease is ended.
- g. Any other expenses the Landlord bears because of the Tenant's defaults in the Tenant's obligations under this Lease.

The Tenant shall pay all these items set forth in this Section to the Landlord as Additional Rent within ten (10) days after the Landlord

sends a bill or statement for these items. Whether or not this Lease has ended by its original terms or has been terminated by the Landlord, the Tenant shall still be liable for payment of all these items set forth in this Section.

30. Miscellaneous Fees and Charges

a. The Tenant agrees to pay a late charge of fifty (50) dollars every time rent is received by the Landlord after the fifth day of the month in which that rent is due, to cover the Landlord's extra expense involved in handling a delinquent rent payment. That late charge shall be considered to be Additional Rent and shall be due and payable with the late rent payment. If the rent is deposited to a lock box system, then the date the bank shows as the date the rent was received shall be conclusive evidence that the rent was received on that date.

b. The Tenant agrees to reimburse the Landlord for all charges the bank levies against the Landlord for any check that the Tenant remits to the Landlord that is returned to the Landlord as dishonored. In addition to such bank charges, the Tenant agrees to pay a dishonored check fee of fifty (50) dollars for every such dishonored check to cover the extra expense involved in handling a dishonored check. Such reimbursement and fees shall be considered to be Additional Rent and shall be due to the Landlord with the next payment of rent to be due under this Lease after the check is dishonored, or if there is no such next rent due, then immediately.

31. The Landlord's Nonliability

Unless caused by the negligence or other misconduct of the Landlord or the Landlord's agents or employees, the Landlord and the Landlord's agents and employees are not liable to the Tenant and none of the following matters shall cause a suspension or reduction of the rent or allow the Tenant to cancel the Lease:

a. Damage or inconvenience caused to the Tenant by the actions, negligence, or lease violations of another tenant or person in the Building, unless required by law.

b. Poor reception of a television, radio, cellular telephone, or internet signal.

c. Temporary or permanent interference with light, air, or ventilation in the Apartment, or view from the Apartment by reason of construction, whether done by the Landlord or by another person.

d. Permanent interference with light, air, or ventilation in the Apartment, or view from the Apartment caused by blockage of the windows required by law.

e. Curtailment or elimination of any amenities, conveniences, services, or businesses provided by persons other than the Landlord in space leased, rented, or licensed to such persons by the Landlord. Any fees, charges or conditions for such amenities, conveniences, services, or businesses are to be separately negotiated between the Tenant and the provider of such amenities, conveniences, services, or businesses.

32. Fire and Casualty

If the Apartment becomes totally or partially unusable because of fire, accident, or other casualty:

a. This Lease will not be cancelled unless the Landlord or the Tenant terminates it by using the procedures set forth in this Section.

b. The rent will be reduced based on how much of the Apartment is made unusable by such fire, accident, or casualty.

c. Unless the Landlord terminates the Lease by using the procedures set forth in this Section, the Landlord will repair and restore the Apartment.

d. The Landlord may decide to tear down or substantially rebuild the Building. If so,

i. The Landlord need not restore the Apartment and may terminate this Lease,

ii. The Landlord may terminate this Lease even if the Apartment has not been damaged by giving the Tenant sixty (60) days notice of termination within thirty (30) days after the fire, accident, or

casualty. However, termination may be immediate if the fire, accident, or casualty made the Apartment unusable.

e. If the Apartment is made completely unusable because of the fire, accident, or other casualty and is not repaired in thirty (30) days, then the Tenant may give the Landlord notice that the Tenant is terminating this Lease. Such termination shall be effective the date of the fire, accident, or casualty and the Landlord shall refund the rent paid attributable to the days after the fire, accident, or casualty plus the security deposit, but shall be offset by any monetary claims of the Landlord prior to the fire.

f. Unless forbidden by any applicable insurance policies, the Landlord and the Tenant waive all rights of subrogation against each other or any other claimant, through or under either of them.

33. Condemnation for Public Use

If the Building, any part of it, or the land on which it is located is condemned by any governmental agency for public use or purpose, then this Lease shall automatically terminate on the day the government takes title, and the Tenant shall have no claim against the Landlord for any resulting damage. In that same event, the Tenant assigns to the Landlord any claim against the government for compensation for the value of the unexpired portion of this Lease.

34. Subordination

This Lease is subordinate to any present and future leases and mortgages on the Building, including, but not limited to, any renewals, consolidations, modifications or replacements of these leases or mortgages. If, pursuant to their rights under such leases and mortgages, the lessees and mortgagees terminate this Lease, the Tenant shall not hold the Landlord, lessee, or mortgagee liable for any damages the Tenant may suffer from that termination. Upon request by the Landlord, the Tenant will promptly sign an acknowledgement of the subordination, in any form the Landlord requires.

Any time the Landlord requests, the Tenant shall sign a written acknowledgement, if true, to any third party designated by the Landlord that:

a. This Lease is in effect;

b. The Landlord is performing the Landlord's obligations under this Lease; and

c. The Tenant has no present claim against the Landlord.

35. Mechanics' Liens

The Tenant shall not suffer or permit any mechanic's lien to be filed against the Apartment, the Building, or any leasehold interest in the Building, by reason of work, labor, services, or materials supplied to, or claimed to have been supplied to, the Tenant or anyone holding any interest in the Apartment or any part thereof through or under the Tenant. If any such mechanic's lien shall at any time be filed, the Tenant shall, within fifteen (15) days after the mechanic's lien is filed, cause the mechanic's lien to be discharged of record by payment, deposit, bond, court order, or otherwise.

36. Quiet Enjoyment

So long as the Tenant is not in default of any of the Tenant's obligations under this Lease, the Landlord will not terminate the Lease or interfere with the Tenant's occupancy prior to the end of the Term.

37. Bills and Notices to the Tenant

The Landlord, the Landlord's agent or the Landlord's attorney, regardless of whether the Tenant has had previous dealings with such agent or attorney, may give any notice to the Tenant called for by this Lease, and the notice shall be considered to be proper if it is:

a. In writing;

b. Signed by, or in the name of, the Landlord;

c. Is hand delivered to the Tenant personally or is sent by certified mail or overnight courier and additionally by first class mail to the Tenant addressed to the Tenant at the Apartment.

The date the notice is sent shall be considered the date it has been served, regardless of when it is actually delivered, unless otherwise required by law.

38. Notices to The Landlord

The Tenant may give any notice to the Landlord called for by this Lease, and the notice shall be considered to be proper if it is:

- a. In writing;
- b. Signed by, or in the name of, the Tenant;
- c. Is sent by certified mail or overnight courier and additionally by first class mail to the Landlord at the address for the Landlord stated at the top of this Lease, unless the Landlord shall have previously given the Tenant written notice of some other address.

The date the notice is sent shall be considered the date it has been served, regardless of when it is actually delivered, unless otherwise required by law.

No communication to the Landlord by electronic means shall be considered proper notice under this Lease for any purpose.

39. Waiver of Rights in Legal Proceedings

a. The Landlord and the Tenant both waive the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Lease, including, but not limited to, the relationship as the Landlord and the Tenant or any court action, proceeding or counterclaim regarding the Tenant's use or occupancy of the Apartment.

b. Neither the Landlord nor the Tenant gives up the right to trial by jury of any claim for personal injury or property damage.

c. In any proceeding brought by the Landlord under Article 7 of the New York State Real Property Actions and Proceedings Law, the Tenant agrees not to counterclaim against the Landlord.

d. The Tenant states that the Tenant is not subject to foreign subject or diplomatic immunity. The Tenant waives all rights to foreign sovereign immunity and waives all rights to diplomatic immunity. The Tenant consents to the jurisdiction of the Housing Part of the Civil Court of the City of New York and all other courts.

e. The Tenant agrees that in the event a judgment is entered against the Tenant, the Landlord may enforce the judgment against any property or assets of the Tenant, regardless of where they are located.

40. No Waiver of Rights Under This Lease

a. The acceptance by the Landlord of rent from the Tenant at a time when the Tenant is in default of any of the Tenant's obligations under this Lease shall not be considered to waive any of the Landlord's rights under this Lease.

b. If the Landlord has a right to bring an action or proceeding by reason of the Tenant's breach of an obligation under this Lease, and the Landlord delays in bringing that action by a period shorter than six (6) years, then the Landlord shall not be considered to waive any of the Landlord's rights under this Lease.

c. The waiver by the Landlord of a default by the Tenant in any of the Tenant's obligations under this Lease shall not be considered a waiver by the Landlord of the Landlord's right to enforce its rights regarding the Tenant's further defaults of the same nature.

d. The Landlord will only be considered to have waived any of its rights under this Lease, if such waiver is set forth in a writing signed by the Landlord.

e. The acceptance by the Landlord of rent which is less than the complete rent the Landlord is owed shall not be considered a waiver by the Landlord of its entitlement to the full rent.

f. No surrender of this Lease is effective to release the Tenant from the Tenant's obligations under this Lease unless recorded in a writing signed by the Landlord.

41. The Landlord's Assets

The Landlord's liability to the Tenant is limited to the Landlord's then interest in the Building, and, except for that interest, the Tenant waives whatever rights the Tenant may have to levy against any other assets of the Landlord.

42. Property Loss and Damage; Personal Injury; Personal Security

a. **The Landlord Not Liable for Damage.** The Landlord and the Landlord's agents and employees will not be responsible to the Tenant

for any loss of or damage to the Tenant or the Tenant's property in the Apartment (even when the Landlord or the Landlord's agents or employees are permitted to enter the Apartment) or the Building (including, without limitation, any of the Common Facilities) due to any accidental or intentional cause, including, but not limited to, a theft or other crime committed in the Apartment or elsewhere in the Building; any loss of or damage to the Tenant's property delivered to any of the Landlord's agents or employees (such as the superintendent, doorman, concierge, maintenance personnel, etc.); any damage or inconvenience caused to the Tenant by any other tenant, occupant, or person in the Building; any loss or damage (including, without limitation, any consequential losses) caused by or due to the installation, removal, operation, maintenance, malfunction, interference with or discontinuance of any television, radio, cellular telephone, or internet signal; and any loss or damage caused by or due to any leaks in any air-conditioning unit or window.

b. **Deliveries.** Notwithstanding anything to the contrary set forth in this Lease or otherwise: the Tenant acknowledges that the Landlord's agents and employees are prohibited from receiving any mail or packages of any kind exceeding a value of \$500.00 and from receiving any keys for or from family, friends, guests, employees or servants. The Tenant must personally receive deliveries of property exceeding \$500 in value directly from the shipper. Property left with any of the Landlord's agents or employees shall be conclusively deemed to have a value of \$500 or less (notwithstanding its actual value). Any Building employee to whom any of the Tenant's property shall be entrusted shall be considered to be acting on the Tenant's behalf, as the Tenant's agent, with respect to such property. The Tenant acknowledges that the Landlord has set the level of security for deliveries in reliance on the Tenant's agreements and representations as set forth in this subparagraph. The Tenant shall maintain renter's insurance as provided elsewhere in this Lease insuring the contents of all mail and packages delivered to the Building, including, without limitation, any packages left with the Landlord's agents and employees or in any package or mail room in the Building. Keys may not be left with the doormen or other employees of the Landlord or the Landlord's agents (except when requested for repairs in the Apartment) for any person, including, without limitation, family, friends, guests, employees or servants. If entry to the Building or any of the Common Areas requires the use of a key or access card, in no event shall the Tenant give any such key or access card to anyone who is not a Tenant or legal occupant of the Apartment, unless the Tenant first obtains the Landlord's prior written consent and the Tenant signs a separate agreement pertaining to such key or access card (if required by the Landlord).

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

d. **Prohibited Areas.** The Tenant is strictly prohibited from opening, or attempting to open, entering, or attempting to enter, accessing or attempting to access, or tampering with, any areas of the Building or the Apartment whether locked or unlocked, that are limited to Building employees or service personnel, or otherwise off-limits to the Tenants. This includes, without being limited to, locked or closed access doors, panels, shafts, bus ducts, mechanical and telecommunications rooms and closets. These areas may contain high voltage or other dangerous equipment or conditions. The Tenant (and not the Landlord or the Landlord's agents or employees) will be held responsible for any loss or injury to the Tenant or anyone else caused by the Tenant's violation of the foregoing prohibition (except if, and to the extent, caused by the Landlord's gross negligence or willful misconduct). Empty spaces above closets and alcoves in the Apartment are off-limits to the Tenant.

e. **The Landlord's Security System.** The Landlord makes no representation and assumes no responsibility whatsoever with respect to the functioning or operation of any human or automated security systems that the Landlord does or may provide, including, but not limited to, desk-persons, lobby attendants, hand recognition system or TV monitoring. The Landlord shall not be responsible or liable for any bodily harm or property loss or damage of any kind or nature that the Tenant or any members of the Tenant's family, employees or guests may suffer or incur by reason of any claim that the Landlord, the Landlord's agents or employees, or any such system in the Building has been negligent or has not functioned properly or that some other or additional security measure or system could have prevented the bodily harm or property loss or damage.

f. **The Tenant's Security System.** If the Tenant installs a security system, the Landlord shall not be responsible for its maintenance. Neither the superintendent nor the Landlord nor any of the Landlord's employees shall be responsible for responding to any alarm or security alert.

43. Insurance

a. **Insurance Required, Generally.** Within ten (10) days after signing this Lease, the Tenant must obtain and keep in full force and effect during the term of this Lease, Homeowners-Tenants (HO-4) insurance or its equivalent with minimum limits stated above for Personal Liability covering Bodily Injury and Property Damage and Contents coverage at 100% replacement cost and waiver of subrogation clause in favor of the Landlord, and the Landlord's agents and employees. Such policy shall cover, among other things, loss of or damage to all property in the Apartment, loss of any property left in the care, custody or control of the Landlord or any of the Landlord's agents or employees, loss of use of the Apartment and all other perils commonly insured against by prudent residential tenants. The Tenant must provide the Landlord with:

i. A copy of such policy, upon request; and

ii. An original certificate signed by an authorized representative of the Tenant's insurer, evidencing in a form that expressly states that the Landlord may rely upon it, the Tenant's compliance with the insurance requirements set forth in this Lease.

b. **Flood Insurance Required.** The Tenant must obtain and keep in full force and effect during the term of this Lease, flood insurance that shall cover flood caused loss of or damage to all property in the Apartment; loss of any property left in the care, custody or control of the Landlord or any of the Landlord's agents or employees; loss of use of the Apartment; and all other perils commonly insured against by prudent residential tenants insuring against floods.

c. **Contractor's Insurance Required.** If the Tenant has anyone perform any work in the Apartment or the Building, the Tenant must provide to the Landlord, prior to the start of any work, evidence satisfactory to the Landlord of the Tenant's contractor's having policies of general liability insurance with builders risk coverage and compensation insurance with limits as reasonably required by the landlord at the time. Such policies must name the Landlord and the Landlord's agents as additional insureds. Nothing in this paragraph shall mean that the Landlord consents to any such work.

44. Common Facilities

a. **In General.** The terms "Common Facility" (when referring to one) and "Common Facilities" (when referring to all) shall mean any fitness

center, roof deck, terrace, laundry room, conference center, club room, storage room, bicycle room or other amenity or facility that is for the use of occupants of the Building. The Tenant understands that the use of any of the Common Facilities will be at the Tenant's own risk and expense. The Tenant may not store any material in any of the Common Facilities or any other area of the Building without the prior written consent of the Landlord and in accordance with all applicable laws, rules and regulations. The Landlord shall not be responsible for any loss or damage to property left in any Common Facilities or other Building space.

b. **Changes In Facilities.** The Tenant understands that unless the Landlord charges a separate designated fee, the Common Facilities are made available to the Tenants for free and that no rent is attributable to the Common Facilities. The Landlord, so far as the law allows, may, in the Landlord's discretion, limit, curtail, change or remove any or all of the Common Facilities or impose charges for the use of the same, at any time, for any or no reason, without the same constituting a reduction in services to the Tenant and without the Tenant being entitled to any rent reduction, abatement, off-set or credit.

c. **Specific Common Facilities.** The Landlord reserves the right to limit the use of any Common Facility to the tenants and permitted occupants (who, in the case of any fitness center must be eighteen (18) years of age or older), who shall be required to sign a separate agreement and/or Lease rider for each of these Common Facilities and comply with its terms (including, without limitation, the payment of fees, if any). If the Tenant signs any separate Lease Rider, the Tenant's failure to comply with any of its terms and conditions will be considered a default under this Lease. But if the agreement with respect to the Common Facilities is separate from this Lease, then default under the terms of that separate agreement shall not be considered a default under this Lease.

d. **Elimination or Reduction of Building Facilities.** If the Landlord changes, eliminates or reduces the hours of operation or changes, eliminates or reduces any of the components of any of the Common Facilities or other facilities, such action by the Landlord shall not be deemed a breach of this Lease or a reduction of services for which the Tenant may claim any abatement or reduction of rent. The Tenant shall not have any right to restoration of any such Common Facility.

45. Credit Reports

The Tenant authorizes the Landlord to use the Social Security Number of the Tenant to obtain any and all credit reports for all purposes concerning this Lease, all renewals of this Lease, and this right will remain in effect through any period the Tenant owes the Landlord money. The Tenant consents to the use by the Landlord of these reports for all purposes regarding the occupancy and continuing occupancy of the Tenant of the Apartment.

46. Guarantor

The Tenant agrees that if there is a guarantor of this Lease, the Landlord shall be entitled to have, as a condition to the renewal of this Lease and all renewals of those renewals, guarantors of equal or greater credit worthiness to that of the guarantor of this Lease.

47. Parties Bound

This Lease binds the Landlord, the Tenant, and all persons who legally succeed to their interests.

This Lease is the agreement of the Landlord and of the Tenant.

The Landlord: 119 Third Avenue Associates, LLC

The Tenant:

Signature

Signature

Witness's Signature:

Print name

Signature

GUARANTEE

1. The undersigned Guarantor guarantees to the Landlord the performance of and observance by the Tenant of all obligations, agreements, provisions and Rules in the attached Lease and the rules and regulations of the Landlord.
2. Guarantor agrees to waive all notices when the Tenant is not paying rent or not observing any and all of the provisions of the attached Lease.
3. Guarantor agrees to be equally liable with the Tenant, so that the Landlord may sue Guarantor directly without first suing the Tenant.
4. The Guarantor further agrees that this guaranty shall remain in full effect even if the Lease is renewed, changed or extended in any way, and even in the event that the Landlord has to make a claim against Guarantor.
5. The Landlord and Guarantor agree to waive trial by jury in any action, proceeding or counterclaim.
6. Guarantor agrees to pay the Landlord's attorneys' fees in any action or proceeding by the Landlord against the Guarantor.
7. Guarantor agrees that this Guarantee shall be governed by the laws of the State of New York.
8. Guarantor consents to the jurisdiction of the courts of the State of New York.

Guarantor's Name: _____

Signature

Guarantor's

Address: _____



State of New York
 Division of Housing and Community Renewal
 Office of Rent Administration
 Gertz Plaza, 92-31 Union Hall Street
 Jamaica, New York 11433

Web Site: www.dhcr.state.ny.us
 Email address: dhcrinfo@dhcr.state.ny.us

Revision Date:
 February 2006

RENT STABILIZATION LEASE RIDER
For Apartment House Tenants Residing In New York City

**FAILURE BY AN OWNER TO ATTACH A COPY OF THIS RIDER TO THE TENANT'S
 LEASE WITHOUT CAUSE MAY RESULT IN A FINE OR OTHER SANCTIONS**

NOTICE

This Rider, with this Notice, must be attached to all vacancy and renewal leases for rent stabilized apartments. This Rider was prepared pursuant to Section 26-511(d) of the New York City Rent Stabilization Law.

This Rider must be in a print size larger than the print size of the lease to which the Rider is attached. The following language must appear in bold print upon the face of each lease: **“ATTACHED RIDER SETS FORTH RIGHTS AND OBLIGATIONS OF TENANTS AND LANDLORDS UNDER THE RENT STABILIZATION LAW.”** (“Los Derechos Y Responsabilidades de Inquilinos Y Caseros Están Disponible en Español”.)

INTRODUCTION:

This Rider is issued by the New York State Division of Housing and Community Renewal (“DHCR”), pursuant to the Rent Stabilization Law (“RSL”), and Rent Stabilization Code (“Code”). It generally informs tenants and owners about their basic rights and responsibilities under the RSL.

This Rider does not contain every rule applicable to rent stabilized apartments. It is only informational and its provisions are not part of and do not modify the lease. However, it must be attached as an addendum to the lease. It does not replace or modify the RSL, the Code, any order of DHCR, or any order of the New York City Rent Guidelines Board.

The Appendix lists organizations which can provide assistance to tenants and owners who have inquiries, complaints or requests relating to subjects covered in this Rider.

Tenants should keep a copy of this Rider and of any lease they sign.

PROVISIONS

1. GUIDELINES INCREASES FOR RENEWAL LEASES:

The owner is entitled to increase the rent when a tenant renews a lease (a “renewal lease”). Each year, effective October 1, the New York City Rent Guidelines Board sets the percentage of maximum permissible increase over the immediately preceding September 30th rent for leases which will begin during the year for which the guidelines order is in effect. The date a lease starts determines which guidelines order applies.

Guidelines orders provide increases for Renewal Leases. The renewing tenant has the choice of the length of the lease. Different percentages are set for rent increases for leases of 1 or 2 years. The guidelines order may incorporate additional provisions, such as a supplementary low-rent adjustment. For additional information see DHCR Fact Sheet #26.

2. VACANCY INCREASES FOR VACANCY LEASES:

The owner is entitled to increase the prior legal regulated rent when a new tenant enters into a lease (“vacancy lease”). The legal regulated rent immediately preceding the vacancy may be increased by statutory vacancy increases as follows:

If the vacancy lease is for a term of 2 years, 20% of the prior legal regulated rent; or if the vacancy lease is for a term of 1 year, the increase shall be 20% of the prior legal regulated rent less an amount equal to the difference between:

- a) The 2 year renewal lease guideline promulgated by the New York City Rent Guidelines Board (“RGB”) applied to the prior legal regulated rent and
- b) The 1 year renewal lease guideline promulgated by the RGB applied to the prior legal regulated rent.

Additional increases are available to owners where the legal regulated rent was last increased by a vacancy allowance eight or more years prior to the entering into of the subject vacancy lease or if no vacancy allowance has been taken, the

number of years that the apartment has been subject to stabilization. Generally, this increase equals 0.6%, multiplied by the prior legal regulated rent, multiplied by the number of years since the last vacancy increase.

If the prior legal regulated rent was less than \$300, the total vacancy increase shall be as calculated above, **plus** an additional \$100. If the prior legal regulated was at least \$300, and no more than \$500, in no event shall the total vacancy increase be less than \$100.

A RGB order may authorize an additional vacancy "allowance," which is separate from the statutory vacancy increase which an owner may charge. The tenant has the choice of whether the vacancy lease will be for a term of 1 of 2 years. For additional information see DHCR Fact Sheets # 4 and 26.

3. SECURITY DEPOSITS:

An owner may collect a security deposit no greater than one month's rent. However, if the present tenant moved into the apartment prior to the date the apartment first became rent stabilized, and the owner collected more than one month's rent as security, the owner may continue to retain a security deposit of up to two month's rent for that tenant only. When the rent is increased, the owner may charge an additional amount to bring the security deposit up to the full amount of the increased rent to which the owner is entitled.

A security deposit must be deposited in an interest bearing trust account in a banking organization in New York State. The tenant has the option of applying the interest to the rent, leaving the interest in the bank or receiving the interest annually. For additional information see DHCR Fact Sheet # 9.

4. OTHER RENT INCREASES:

In addition to guidelines and statutory vacancy increases, the rent may be permanently increased based upon the following:

- (A) **New Services, New Equipment, Or Improvements Other Than Repairs - Individual Apartments** - If a new service or new equipment is added or an improvement is made, 1/40th of the cost of the new service, equipment or improvement may be added to the rent. If a new service or new equipment is added or an improvement made while the tenant is in occupancy, the owner must obtain the tenant's written consent to the increase. If a new service or new equipment is provided or an improvement made while the apartment is vacant, consent of the next tenant is not required, but such tenant may challenge the increase if it does not reflect the actual cost of the new service, new equipment or improvement. For additional information see DHCR Fact Sheet #12.
- (B) **Major Capital Improvements ("MCI")** - An owner is permitted a rental increase for building-wide major capital improvements, such as the replacement of a boiler, or new plumbing. The owner must receive approval from DHCR which will permit the owner to increase rents pro-rata by 1/84th of the cost of the improvement. The owner is not required to obtain tenant consent. Tenants are served with a notice of the owner's application and have a right to challenge the MCI application on certain grounds. For additional information see DHCR Fact Sheet #11.
- (C) **Hardship** - An owner may apply to increase the rents of all rent stabilized apartments based on hardship when:
 - 1. the rents are not sufficient to enable the owner to maintain approximately the same average annual net income for a current three-year period as compared with the annual net income which prevailed on the average over the period 1968 through 1970, or for the first three years of operation if the building was completed since 1968, or for the first three years the owner owned the building if the owner cannot obtain records for the years 1968-1970; or
 - 2. where the annual gross rental income does not exceed the annual operating expenses by a sum equal to at least 5% of such gross income.

If an application for a rent increase based on a major capital improvement or hardship is granted, the owner may charge the increase during the term of an existing lease only if the lease contains a clause specifically authorizing the owner to do so.

An increase based on a major capital improvement or hardship may not exceed 6% in any 12 month period. Any increase authorized by DHCR which exceeds these annual limitations may be collected in future years.

5. FOR VACANCY LEASES ONLY:

If this Rider is attached to a **RENEWAL LEASE**, the owner is **NOT** obligated to complete this section.

If this Rider is attached to a **VACANCY LEASE**, the owner **MUST** show how the rental amount provided for in such vacancy lease has been computed above the prior legal regulated rent by completing the following chart. The owner is not entitled to a rent which is more than the legal regulated rent. For additional information see DHCR Fact Sheet #5.

ANY INCREASE ABOVE THE PRIOR LEGAL REGULATED RENT MUST BE IN ACCORDANCE WITH ADJUSTMENTS PERMITTED BY THE RENT GUIDELINES BOARD AND THE RENT STABILIZATION CODE.

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

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

Last Legal Regulated Rent \$ _____

1. Statutory Vacancy Increase

(i) Increase based on (1 year) (2 year) lease (circle one) (_____ %) \$ _____

(ii) Increase based on length of time (8 years or more) since last vacancy allowance or if no vacancy allowance has been taken, the number of years that the apartment has been subject to stabilization. (0.6% x number of years) \$ _____

(iii) Increase based on low rental amount. If applicable complete (a) or (b), but not both.

(a) Prior legal regulated rent was less than \$300- additional \$100 increase, enter 100

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

Amount from line (3) \$ _____

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

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

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

New Legal Regulated Rent \$ _____

Separate Charges or Credits: \$ _____

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

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

Other (specify _____) \$ _____

*New Tenant's Rent \$ _____

*If the "New Tenant's Rent" is a "preferential rent", upon renewal the owner may collect the "New Legal Regulated Rent" listed above plus all subsequent lawful adjustments.

- or -

(B) This apartment was Rent Controlled at the time the last tenant moved out. This tenant is the first rent stabilized tenant and the rent agreed to and stated in the lease to which this Rider is attached is \$ _____. The owner is entitled to charge a market rent to the first rent stabilized tenant. The first rent charged to the first rent stabilized tenant becomes the initial legal regulated rent for the apartment under the rent stabilization system. However, if the tenant has reason to believe that this rent exceeds a "fair market rent", the tenant may file a "Fair Market Rent Appeal" with DHCR. The owner is required to give the tenant notice, on DHCR Form RR-1, of the right to file such an appeal. The notice must be served by certified mail. A tenant only has 90 days, after such notice was mailed to the tenant by the owner by certified mail, to file an appeal. Otherwise, the rent set forth on the registration form becomes the initial legal regulated rent.

- or -

(C) The rent for this apartment is an Initial or Restructured Rent pursuant to a Government Program. (Specify Program: Partial Real Property Tax Benefit Program under Section 421-A of the New York Real Property Tax Law) \$ _____

- or -

(D) Other _____ \$ _____

(Specify - for example, a market or "first" rent after renovation to an individual apartment where the outer dimensions of the apartment have been substantially altered.)

6. RENT REGISTRATION:

(A) Initial

An owner must register an apartment's rent and services with DHCR within 90 days from when the apartment first becomes subject to the RSL. To complete the rent registration process, the owner must serve the tenant's copy of the registration statement upon the tenant. The tenant may challenge the correctness of the rental as stated in the registration statement within 90 days of the certified mailing to the tenant of the tenant's copy of the registration statement.

(B) Annual

The annual update to the initial registration must be filed with DHCR by July 31st with information as of April 1st of each year. At the time of such filing, the owner must provide each tenant with the tenant's copy. The rental amount registered annually is challengeable by the filing with DHCR of a "*Tenant's Complaint of Rent Overcharge and/or Excess Security Deposit*" (DHCR Form RA-89), for a period of 4 years prior to the filing of the complaint. The rental history prior to this 4 year period will not be examined. Rent charged and paid on the date at the beginning of this 4 year period is the "base date rent."

(C) Penalties

Failure to register shall bar an owner from applying for or collecting any rent increases until such registration has occurred except for those rent increases which were allowable before the failure to register. However, treble damages will not be imposed against an owner who collects a rent increase, but has not registered where the overcharge results solely because of such owner's failure to file a timely or proper initial or annual registration statement. Where the owner files a late registration statement, any rent increase collected prior to the late registration that would have been lawful except for the failure to timely and properly register will not be found to be an overcharge.

7. RENEWAL LEASES:

A tenant has a right to a renewal lease, with certain exceptions (see section 11 of this Rider, "When An Owner May Refuse To Renew A Lease").

At least 90 days and not more than 150 days before the expiration of a lease, the owner is required to notify the tenant in writing that the lease will soon expire. That notice must also offer the tenant the choice of a 1 or 2 year lease at the permissible guidelines increase. After receiving the notice, the tenant always has 60 days to accept the owner's offer, whether or not the offer is made within the above time period, or even beyond the expiration of the lease term.

Any renewal lease, except for the amount of rent and duration of its term, is required to be on the same terms and conditions as the expired lease, and a fully executed copy of the same must be provided to the tenant within 30 days from the owner's receipt of the renewal lease or renewal form signed by the tenant. If the owner does not return a copy of such fully executed Renewal Lease Form to the tenant within 30 days of receiving the signed renewal lease from the tenant, the tenant is responsible for payment of the new lease rent and may file a "*Tenant's Complaint of Owner's Failure to Renew Lease and/or Failure to Furnish a Copy of a Signed Lease*" (DHCR Form RA-90). DHCR shall order the owner to furnish the copy of the renewal lease or form. If the owner does not comply within 20 days of such order, the owner shall not be entitled to collect a rent guidelines increase until the lease or form is provided.

If a tenant wishes to remain in occupancy beyond the expiration of the lease, the tenant may not refuse to sign a proper renewal lease. If the tenant does refuse to sign a proper renewal lease, he or she may be subject to an eviction proceeding.

An owner may add to a renewal lease the following clauses even if such clauses were not included in the tenant's prior lease:

- (A) the rent may be adjusted by the owner on the basis of Rent Guidelines Board or DHCR Orders;
- (B) if the owner or the lease grants permission to sublet or assign, the owner may charge a sublet vacancy allowance for a sub-tenant or assignee, provided the prime lease is a renewal lease. However, this vacancy allowance may be charged even if such clause is not added to the renewal lease. (Subletting is discussed in section 10 of this Rider);
- (C) (1) if the building in which the apartment is located is receiving tax benefits pursuant to Section 421-a of the Real Property Tax Law, a clause may be added providing for an annual or other periodic rent increase over the initial rent at an average rate of not more than 2.2 % of the amount of such initial rent per annum not to exceed nine, 2.2 percent increases. Such charge shall not become part of the legal regulated rent; however, the cumulative 2.2 percent increases charged prior to the termination of tax benefits may continue to be collected as a separate charge;
- (2) provisions for rent increases if authorized under Section 423 of the Real Property Tax Law, a clause may be added to provide for an annual or other periodic rent increase over the legal regulated rent if authorized by Section 423 of the Real Property Tax Law;
- (D) if the Attorney General, pursuant to Section 352-eeee of the General Business Law, has accepted for filing an Eviction Plan to convert the building to cooperative or condominium ownership, a clause

may be added providing that the lease may be cancelled upon expiration of a 3 year period after the Plan is declared effective. (The owner must give the tenant at least 90 days notice that the 3 year period has expired or will be expiring.)

- (E) if a proceeding based on an Owner's Petition for Decontrol ("OPD") is pending, a clause may be added providing that the lease will no longer be in effect as of 60 days from the issuance of a DHCR Decontrol Order, or if a Petition for Administrative Review ("PAR") is filed against such order, 60 days from the issuance of a DHCR order dismissing or denying the PAR, (see section 17 of this Rider, "Renewal Leases Offered During Pendency of High Income Deregulation Proceedings")

8. RENEWAL LEASE SUCCESSION RIGHTS:

In the event that the tenant has permanently vacated the apartment at the time of the renewal lease offer, family members who have lived with the tenant in the apartment as a primary residence for at least two years immediately prior to such permanent vacating (one year for family members who are senior citizens and disabled persons), or from the inception of the tenancy or commencement of the relationship, if for less than such periods, are entitled to a renewal lease.

"Family Member" includes the husband, wife, son, daughter, stepson, stepdaughter, father, mother, stepfather, stepmother, brother, sister, nephew, niece, uncle, aunt, grandfather, grandmother, grandson, granddaughter, father-in-law, mother-in-law, son-in-law or daughter-in-law of the tenant.

"Family member" may also include any other person living with the tenant in the apartment as a primary residence who can prove emotional and financial commitment and interdependence between such person and the tenant. Examples of evidence which is considered in determining whether such emotional and financial commitment and interdependence existed are set forth in the Rent Stabilization Code. Renewal lease succession rights are also discussed in detail in DHCR Fact Sheet # 30.

9. SERVICES:

Except for complaints relating to heat, hot water, or other conditions requiring emergency repairs, prior written notification to the owner or managing agent of a service complaint is required. Application for a rent reduction may only be filed between 10 and 60 days after such notification, and a copy of the notification and proof of mailing and delivery must be attached to the application. Applications based on a lack of heat or hot water must be accompanied by a report from the appropriate city agency.

Certain conditions, examples of which are set forth in the Code, which have only a minimal impact on tenants, do not affect the use and enjoyment of the premises, and may exist despite regular maintenance of services. These conditions do not rise to the level of a failure to maintain required services. The passage of time during which a disputed service was not provided without complaint may be considered in determining whether a condition is de minimis. For this purpose, the passage of 4 years or more will be considered presumptive evidence that the condition is de minimis.

The Amount of any rent reduction ordered by DHCR shall be reduced by any credit, abatement or offset in rent which the tenant has received pursuant to Sec. 235-b of the Real Property Law ("Warranty of Habitability") that relates to one or more conditions covered by the DHCR Order. For additional information see DHCR Fact Sheets # 3 and 14.

10. SUBLETTING AND ASSIGNMENT:

A tenant has the right to sublet his/her apartment, even if subletting is prohibited in the lease, provided that the tenant complies strictly with the provisions of Real Property Law Section 226-b. Tenants who do not comply with these requirements may be subject to eviction proceedings. Compliance with Section 226-b is not determined by DHCR, but by a court of competent jurisdiction. If a tenant in occupancy under a renewal lease sublets his/her apartment, the owner may charge the tenant, the sublet allowance provided by the NYC Rent Guidelines Board. This charge may be passed on to the sub-tenant. However, upon termination of the sublease, the Legal Regulated Rent shall revert to the Legal Regulated Rent without the sublet allowance. The rent increase is the allowance provided by the NYC Rent Guidelines Board available when the tenant's renewal lease commenced, and it takes effect when the subletting takes place. If a tenant in occupancy under a vacancy lease sublets, the owner is not entitled to any rent increase during the subletting.

A tenant who sublets his/her apartment is entitled to charge the subtenant the rent permitted under the Rent Stabilization Law, and may charge a 10% surcharge payable to the tenant only if the apartment sublet is fully furnished with the tenant's furniture. Where the tenant charges the subtenant any additional rent above such surcharge and sublet allowance, if applicable, the tenant shall be required to pay to the subtenant a penalty of three times the rent overcharge, and may also be required to pay interest and attorney's fees. The tenant may also be subject to an eviction proceeding.

Assignment of Leases

In an assignment, a tenant transfers the entire remainder of his or his lease to another person (the assignee), and gives up all of his/her rights to reoccupy the apartment.

Pursuant to the provisions of Real Property Law Section 226-b, a tenant may not assign his/her lease without the written consent of the owner, unless the lease expressly provides otherwise. If the owner consents to the assignment of the lease, the owner may charge the assignee, as a vacancy allowance, the rent the owner could have charged had the renewal lease been a vacancy lease. Such vacancy allowance shall remain part of the Legal Regulated Rent for any subsequent renewal lease.

The rent increase is the vacancy allowance available when the tenant's renewal lease commenced and it takes effect when the assignment takes place.

An owner is not required to have reasonable grounds to refuse to consent to the assignment. However, if the owner unreasonably refuses consent, the owner must release the tenant from the remainder of the lease, if the tenant, upon 30 days notice to the owner, requests to be released.

If the owner refuses to consent to an assignment and does have reasonable grounds for withholding consent, the tenant cannot assign and the owner is not required to release the tenant from the lease. For additional information see DHCR Fact Sheet # 7.

11. WHEN AN OWNER MAY REFUSE TO RENEW A LEASE:

As long as a tenant pays the lawful rent to which the owner is entitled, the tenant, except for the specific instances noted, is entitled to remain in the apartment. An owner may not harass a tenant by engaging in an intentional course of conduct intended to make the tenant move from his/her apartment.

Without DHCR consent, the owner may refuse to renew a lease and bring an eviction action in Civil Court at the expiration of the lease on any of the following grounds:

- (A) the tenant refuses to sign a proper renewal lease offered by the owner;
- (B) the owner seeks the apartment in good faith for personal use or for the personal use of members of the owner's immediate family;
- (C) the building is owned by a hospital, convent, monastery, asylum, public institution, college, school, dormitory or any institution operated exclusively for charitable or educational purposes and the institution requires the apartment for residential or nonresidential use pursuant to its charitable or educational purposes; or
- (D) the tenant does not occupy the apartment as his or her primary residence. The owner must notify the tenant in writing at least 90 and not more than 150 days prior to the expiration of the lease term of the owner's intention not to renew the lease.

With DHCR consent, the owner may refuse to renew a lease upon any of the following grounds:

- (A) the owner seeks in good faith to recover possession of the apartment for the purpose of demolishing the building and constructing a new building; or
- (B) the owner requires the apartment or the land for the owner's own use in connection with a business which the owner owns and operates.

A tenant will be served with a copy of the owner's application and has a right to object. If the owner's application is granted, the owner may bring an eviction action in Civil Court.

12. EVICTION WHILE THE LEASE IS IN EFFECT:

The owner may bring an action in Civil Court to evict a tenant during the term of the lease because a tenant:

- (A) does not pay rent;
- (B) is violating a substantial obligation of the tenancy;
- (C) is committing or permitting a nuisance;
- (D) is illegally using or occupying the apartment;
- (E) has unreasonably refused the owner access to the apartment for the purpose of making necessary repairs or improvements required by law or authorized by DHCR, or for the purpose of inspection or showing. The tenant must be given at least 5 days notice of any such inspection or showing, to be arranged at the mutual convenience of the tenant and owner, so to enable the tenant to be present at the inspection or showing. A tenant cannot be required to permit access for inspection or showing if such requirement would be contrary to the lease; or
- (F) is occupying an apartment located in a cooperative or condominium pursuant to an Eviction Plan. (See subdivision (D) of section 7 of this Rider, "Renewal Leases".) A non-purchasing tenant pursuant to a Non-Eviction Plan may not be evicted, except on the grounds set forth in (A) - (E) above.

Tenants are cautioned that causing violations of health, safety, or sanitation standards of housing maintenance laws, or permitting such violations by a member of the family or of the household or by a guest, may be the basis for a court action by the owner.

13. COOPERATIVE AND CONDOMINIUM CONVERSION:

Tenants who do not purchase their apartments under a Non-Eviction Conversion Plan continue to be protected by Rent Stabilization. Conversions are regulated by the New York State Attorney General. Any cooperative or condominium conversion plan accepted for filing by the New York State Attorney General's Office will include specific information about tenant rights and protections. An informational booklet about the general subject of conversion is available from the New York State Attorney General's Office.

A Senior Citizen or a Disabled Person in a building which is being converted to cooperative or condominium ownership pursuant to an Eviction Plan is eligible for exemption from the requirement to purchase his/her apartment to remain in occupancy. This exemption is available to Senior Citizens, or to Disabled Persons with impairments expected to be permanent, which prevent them from engaging in any substantial employment. A Conversion Plan accepted for filing by the New York State Attorney General's Office must contain specific information regarding this exemption.

14. SENIOR CITIZENS AND DISABILITY RENT INCREASE EXEMPTION PROGRAM:

Tenants or their spouses who are 62 years of age, or older, or are persons with a disability, and whose household-income level does not exceed the established income level may qualify for an exemption from Guidelines rent increases, hardship rent increases, and major capital improvement rent increases. This exemption will only be for a portion of the increase which causes the tenant's rent to exceed one-third of the "net" household income, and is not available for increases based on new services or equipment within the apartment. Questions concerning the Senior Citizen Rent Increase Exemption program should be addressed to the New York City Department of the Aging. Questions concerning the Disability Rent Increase Exemption program should be addressed to the Mayor's Office for People with Disabilities.

When a senior citizen or person with a disability is granted a rent increase exemption, the owner may obtain a real estate tax credit from New York City equal to the amount of the tenant's exemption. Notwithstanding any of the above, a senior citizen or person with a disability who receives a rent increase exemption is still required to pay a full month's rent as a security deposit. For additional information see DHCR Fact Sheet #21.

15. SPECIAL CASES AND EXCEPTIONS:

Some special rules relating to stabilized rents and required services may apply to newly constructed buildings which receive tax abatement or exemption, and to buildings rehabilitated under certain New York City, New York State, or federal financing or mortgage insurance programs. The rules mentioned in this Rider do not necessarily apply to rent stabilized apartments located in hotels. A separate Hotel Rights Notice informing permanent hotel tenants and owners of their basic rights and responsibilities under the Rent Stabilization Law is available from DHCR.

16. HIGH INCOME RENT DEREGULATION:

Upon the issuance of an Order by DHCR, apartments which: (1) are occupied by persons who have a total annual income in excess of \$175,000 per annum for each of the two preceding calendar years and (2) have a legal regulated rent of \$2,000 or more per month, shall no longer be subject to rent regulation ("High Income Rent Deregulation"). The Rent Stabilization Law permits an owner to file a Petition for High Income Rent Deregulation on an annual basis. As part of the process, the tenant will be required to identify all persons who occupy the apartment as their primary residence on other than a temporary basis, excluding bona fide employees of the tenant(s) and sub-tenants, and certify whether the total annual income was in excess of \$175,000 in each of the two preceding calendar years. If the tenant fails to provide the requested information to DHCR, an order of deregulation will be issued. If the tenant provides the requested information and certifies that the total annual income was not in excess of \$175,000, the NYS Department of Taxation and Finance will review whether the apartment is occupied by persons who have a total annual income in excess of \$175,000 in each of the two preceding calendar years.

17. RENEWAL LEASES OFFERED DURING PENDENCY OF HIGH INCOME DEREGULATION PROCEEDINGS:

Where a High Income Deregulation Proceeding is pending before DHCR and the owner is required to offer a renewal lease to the tenant, a separate rider may be attached to and served with the Rent Stabilization Law "Renewal Lease Form" (RTP-8). If so attached and served, it shall become part of and modify the Notice and Renewal Lease. The text of the rider is set forth below and may not be modified or altered without approval of DHCR.

NOTICE TO TENANT:

Pursuant to Section 5-a of the Emergency Tenant Protection Act, or Section 26-504.3 of the Rent Stabilization Law, the owner has commenced a proceeding before DHCR for deregulation of your apartment by filing a Petition by Owner for High Income Rent Deregulation on _____, 20____.
(Date)

That proceeding is now pending before DHCR. If DHCR grants the petition for deregulation, this renewal lease shall be cancelled and shall terminate after 60 days from the date of issuance of an order granting such petition. In the event that you file a Petition for Administrative Review (PAR) the order of deregulation, or if you have already filed such PAR and it is pending before DHCR at the time you receive this Notice, and the PAR is subsequently dismissed or denied, this renewal lease shall be cancelled and shall terminate after 60 days from the issuance by DHCR of an order dismissing or denying the PAR.

Upon such termination of this renewal lease, the liability of the parties for the further performance of the terms, covenants and conditions of this renewal lease shall immediately cease.

Appendix

Some agencies which can provide assistance

New York State Division of Housing and Community Renewal (DHCR)

DHCR is a State agency empowered to administer and enforce the Rent Stabilization Law and the Rent Control Law. Tenants should contact DHCR Public Information Offices listed below for assistance.

Queens

92-31 Union Hall Street
Jamaica, NY 11433
(718) 739-6400

Lower Manhattan (South side of 110th Street and below)

25 Beaver Street
New York, NY 10004
(212) 480-6700

Upper Manhattan (North side of 110th Street and above)

163 West 125th Street
New York, NY 10027
(212) 961-8930

Bronx

1 Fordham Plaza
Bronx, NY 10458
(718) 563-5678

Brooklyn

55 Hanson Place, 7th Floor
Brooklyn, NY 11217
(718) 722-4778

Staten Island

60 Bay Street, 7th Floor
Staten Island, NY 10301
(718) 816-0277

Attorney General of the State of New York
120 Broadway, New York, NY 10271

Consumer Frauds and Protection Bureau - (212) 416-8345

- investigates and enjoins illegal or fraudulent business practices, including the overcharging of rent and mishandling of rent security deposits by owners.

Real Estate Financing Bureau - (212) 416-8121

- administers and enforces the laws governing cooperative and condominium conversions. Investigates complaints from tenants in buildings undergoing cooperative or condominium conversion concerning allegations of improper disclosure, harassment, and misleading information.

New York City Department of Housing Preservation and Development (HPD):

Division of Code Enforcement

Principal Office

100 Gold Street, New York, N.Y. 10038 - (212) 863-8000

- enforcement of housing maintenance standards.

New York City Central Complaint Bureau

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

- receives telephone complaints relating to physical maintenance, health, safety and sanitation standards, including emergency heat and hot water service. This service is available 24 hours per day. However, complaints as to emergency heat service are received only between October 1st and May 31st of each year.

New York City Rent Guidelines Board (RGB):

51 Chambers Street, Room 202, New York, N.Y. 10007 - (212) 385-2934

- promulgates annual percentage of rent increases for rent stabilized apartments and provides information on guidelines orders.

New York City Department for the Aging

SCRIE Division

2 Lafayette Street, 6th Floor, New York, NY 10007 - (212) 442-1000

- administers the Senior Citizen Rent Increase Exemption program.

Mayor's Office for People with Disabilities

-100 Gold Street, 2nd Floor, New York, NY 10038- Tel: 212-788-2830

Copies of New York State and New York City rent laws are available in the business section of some public libraries. A person should call or write to a public library to determine the exact library which has such legal material.

TAX BENEFITS RIDER FOR 421-A

RIDER TO LEASE

NOTICE TO TENANTS

IT IS HEREBY UNDERSTOOD AND AGREED, THAT THE APARTMENT IS MADE SUBJECT TO THE RENT STABILIZATION LAW, AS AMENDED (“RSL”) SOLELY BY VIRTUE OF THE BUILDING’S PARTICIPATION IN THE PARTIAL REAL PROPERTY TAX BENEFIT PROGRAM UNDER SECTION 421-A OF THE NEW YORK REAL PROPERTY TAX LAW (“421-A”). THE APARTMENT SHALL REMAIN SUBJECT TO THE RSL, ONLY UNTIL THE TWENTY-FIFTH (25TH) YEAR PERIOD OF THE TAX BENEFIT PERIOD EXPIRES, WHICH THE OWNER BELIEVES IN GOOD FAITH WILL BE APPROXIMATELY JUNE 30, 2034 OR THE EXPIRATION OF THE APPLICABLE PROVISIONS OF THE RSL, WHICHEVER IS EARLIER (**THE “RSL EXPIRATION DATE”**).

THE LANDLORD WISHES YOU BE ON FURTHER NOTICE THAT SINCE THE TAX EXEMPTION GRANTED PURSUANT TO 421-A WILL EXPIRE APPROXIMATELY ON THE RSL EXPIRATION DATE, YOUR APARTMENT WILL NO LONGER BE SUBJECT TO THE RSL AT THE EXPIRATION OF THE RENEWAL LEASE, IF ANY, ENTERED INTO PRIOR TO THE RSL EXPIRATION DATE AND THE OWNER MAY CHARGE MARKET RENT FOR YOUR APARTMENT, AND WILL NOT BE LEGALLY OBLIGATED TO PROVIDE YOU WITH RENEWAL LEASES THEREAFTER.

PURSUANT TO SECTION 421-A AND THE REGULATIONS OF THE NEW YORK CITY DEPARTMENT OF HOUSING PRESERVATION AND DEVELOPMENT, THE NEW YORK CITY ADMINISTRATIVE CODE AND CHARTER AND THE RSL, AS AMENDED, OWNER IS ENTITLED TO RECEIVE FROM YOU A SUPPLEMENTAL RENT INCREASE FOR YOUR APARTMENT AT THE RATE OF 2.2% PER ANNUM CALCULATED UPON THE ACTUAL RENT FOR YOUR APARTMENT IN EFFECT ON THE COMMENCEMENT OF THE TWENTY-FIRST (21ST) YEAR OF THE TAX BENEFIT PERIOD WHICH IS APPROXIMATELY JULY 1, 2029 AND THESE ANNUAL 2.2% INCREASES WILL BE COLLECTED ANNUALLY THEREAFTER ON THE SUCCESSIVE ANNIVERSARIES OF THE INITIAL 2.2% RENT INCREASE, THROUGHOUT THE TAX BENEFIT PERIOD.

IN ACCORDANCE WITH SECTION 421-A OF THE REAL PROPERTY TAX LAW AND 2522.5(E)(2) OF THE RSL, THE PARTIES CONFIRM THAT THE CUMULATIVE ANNUAL 2.2% RENT INCREASE MAY NOT BE ON THE SAME DATE YOUR LEASE OR RENEWAL LEASE COMMENCES AND THAT THESE ANNUAL 2.2% INCREASES ARE IN ADDITION TO ANY AND ALL RENT GUIDELINES INCREASES AND SHALL BE COLLECTED AS RENT IN THE MANNER PROVIDED FOR IN THE LEASE. PLEASE ALSO NOTE, IN THE EVENT THAT THE OWNER FAILS TO COLLECT A 2.2% INCREASE IN ANY PARTICULAR YEAR, SAID INCREASE MAY BE COLLECTED AT

ANY SUBSEQUENT TIME, BUT PROSPECTIVELY ONLY. YOU ACKNOWLEDGE THAT YOU HAVE BEEN INFORMED OF THE OWNER'S RIGHT TO INCLUDE THIS PROVISION IN THIS LEASE PURSUANT TO SECTION 2522.5 OF THE RSL TO OFFSET THE GRADUAL DECREASE IN TAX EXEMPTION GRANTED TO THIS BUILDING.

IT IS FURTHER AGREED THAT UPON ANY RENEWAL OF THIS LEASE THE OWNER MAY, IN ADDITION TO THE 2.2% INCREASE ABOVE SET FORTH, OBTAIN SUCH INCREASES AS PERMITTED BY THE RSL AND THE RENT STABILIZATION CODE.

LANDLORD: 119 THIRD AVENUE ASSOCIATES, LLC

BY: _____

TENANT:

TENANT:

Preferential Rent Rider

1. The Landlord and The Tenant understand and agree that the rent The Tenant will actually pay is less than the full amount of rent that is allowed to be charged by law.
2. During The Term of the Lease to which this is attached as a Rider, The Landlord agrees to accept from The Tenant the sum of

Two Thousand Eight Hundred Thirty Four Dollars and Seventy Five Cents \$2,834.75

per month, subject to lawful adjustments. Everywhere else in This Lease and its Riders this may be called "The Preferential Rent."
3. The Landlord and The Tenant both understand, however, that the legal regulated rent pursuant to law is The Rent set forth in the lease to which this Rider is attached and is also subject to future lawful adjustments. The legal regulated rent for any time This Lease is renewed will be based on The Rent set forth in the Lease to which this Rider is attached and not to The Preferential Rent." Successors to This Lease will not be entitled to the Preferential Rent, but will be charged the full legal regulated rent.
4. If The Landlord applies for and is granted rent adjustments during this tenancy, the basis of the calculation of such adjustment shall be the legal regulated rent then in effect and not the Preferential Rent.
5. The terms of This Rider shall control over the terms of the lease.
6. This Rider shall bind all the parties to the lease and shall also bind all those succeeding to the rights of any party to the lease.
7. As a material inducement to Landlord's entering into this Agreement, Tenant will not disclose any part of this Agreement to anyone other than its attorney or accountants who need to know its contents in order to perform their duties for Tenant. Tenant shall indemnify Landlord for any damages incurred by Landlord as a result of Tenant's breach of its obligations.

The Landlord's Signature: _____
119 Third Avenue Associates LLC

Date: _____

The Tenant's Signature: _____
Raheem C. Wilson

Date: _____

The Tenant's Signature: _____
Christopher Johnson

Date: _____



Window Guard Notice

Window Guard Notice — Window Guards required

Lease Notice to the Tenant

You are required by law to have window guards installed 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 you ask him to put in window guards in your apartment (you need not give a reason).
- If a child 10 years of age or younger lives in your apartment.

It is a violation of law to refuse, interfere with the installation of, 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 living in my apartment

THE TENANTS (PRINT)

THE TENANTS (SIGNATURES)

FOR FURTHER INFORMATION CALL:

Window Falls Prevention Program
New York City Department of Health
125 Worth Street, Room 222A
New York, New York 10013
(212) 788-4270

Aviso sobre Rejas de Seguridad para las Ventanas — Instalación Obligatoria de Rejas de Seguridad en las Ventanas

Aviso al Inquilino

La ley le exige que instale rejas de seguridad en las ventanas si en su apartamento vive un niño menor de 10 años de edad.

La ley exige que su propietario instale rejas de seguridad en las ventanas de su apartamento:

- Si usted le pide que instale rejas de seguridad en las ventanas de su apartamento (no tiene que dar un motivo).
- Si un niño menor de 10 años de edad vive en su apartamento.

Está prohibido por la ley rechazar, interferir con la instalación de o quitar las rejas de seguridad de las ventanas donde son obligatorias.

MARQUE UNA

- En mi apartamento viven niños menores de 10 años de edad
- En mi apartamento no viven niños menores de 10 años de edad
- Quiero que instalen las rejas de seguridad en las ventanas aunque en mi apartamento no viven niños menores de 10 años de edad

LOS INQUILINOS (NOMBRES)

LOS INQUILINOS (FIRMAS)

PARA MÁS INFORMACIÓN, LLAME A:

Window Falls Prevention Program
New York City Department of Health
125 Worth Street, Room 222A
New York, New York 10013
(212) 788-4270

Lead Paint Notice

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

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. **It is important that you return this form to the owner or managing agent of your building to protect the health of your child.**

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

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

- CHECK ONE:** A child under six years of age resides in the unit.
 A child under six years of age does not reside in the unit.

(Occupant signatures)

Print occupant's name, address and apartment number _____

181 East 119th Street,, New York, NY 10035

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

(Owner signature)

Return this form to: 119 Third Avenue Associates LLC

181 East 119th Street, New York, NY 10035

Occupant: keep one copy for your records. Owner copy/occupant copy

**CONTRATO/COMIENZO DE OCUPACION Y MEDIDAS DE PRECAUCION CON
LOS PELIGROS DE PLOMO EN LA PINTURA-ENCUESTA RESPECTO AL NIÑO.**

Usted esta requerido por ley informarle al dueño si un niño menor de seis años de edad esta viviendo o vivira con usted en la unidad de vivienda (apartamento) para la cual usted va a firmar un contrato de ocupación. Si tal niño empieza a residir en la unidad, el dueño del edificio esta requerido hacer una inspección visual añualmente de la unidad para determinar la presencia peligrosa de plomo en la pintura. **Por eso es importante que usted le devuelva este aviso al dueño o agente autorizado del edificio para proteger la salud de su niño.** Si usted no informa al dueño, el dueño esta requerido inspeccionar su apartamento para descubrir si un niño menor de seis años de edad esta viviendo en el apartamento.

Si un niño menor de seis años de edad no vive en la unidad ahora, pero viene a vivir en cualquier tiempo durante el año, usted debe de informarle al dueño por escrito inmediatamente a la direccion provenida abajo. Usted tambien debe de informarle al dueño por escrito si un niño menor de seis años de edad vive en la unidad y si usted observa que durante el año la pintura se deteriora o esta por pelarse sobre la superficie de la unidad.

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

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

_____ (Firma de los inquilinos)

Nombre del inquilino, Dirección, Apartamento _____
181 East 119th Street, , New York, NY 10035

(Esto no es aplicable para un renovamiento del contrato de alquiler.) **Certificacion de dueño:** llo certifico que he cumplido con la provision de §27-2056.8 del Artículo 14 del codigo y reglas de Vivienda y Mantenimiento (Housing Maintenance Code) relacionado con mis obligaciones sobre las unidades vacante, y llo le he dado al ocupante una copia del pamflete del Departamento de Salud y Salud Mental de la Ciudad de Nueva York sobre el peligro de plomo en pintura.

_____ (Firma del inquilino)

Devuelva este formulario a: 119 Third Avenue Associates LLC
181 East 119th Street, New York, NY 10035

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

Pest Control Rider

RIDER ATTACHED TO AND FORMING A PART OF THE ATTACHED LEASE BETWEEN

119 Third Avenue Associates LLC

THE LANDLORD AND,

AS TENANTS.

I authorize all exterminating technicians contracted by the **Landlord's agents** to enter my apartment to perform pest control services in the event that I am not home on the date and time that service is to be rendered.

It is further understood that the **Building Management** is always aware of when service is to take place and that a representative from the **Building Management** will accompany any service technicians to my apartment in the event that I am not home on the date of service.

This acknowledgment shall remain in effect until such time as it is canceled by the undersigned.

ACKNOWLEDGED, UNDERSTOOD AND AGREED

Tenant:

signature

date

witness

Tenant:

signature

date

witness

Landlord: 119 Third Avenue Associates, LLC

As Agent For Landlord

date

witness

Electric Rider

a) It is agreed and understood electricity for lighting, appliances, and air conditioning units shall be provided by the Landlord on a submetered basis and the Tenant shall pay to the Landlord the amounts indicated on a monthly statement for the use of the electric service within 20 days of the rendering of a bill for the service. The tenant will be billed from the readings taken from the submeter for the service used exclusively within the demised premises and no other space within the building. (b) Bills will be rendered monthly and calculated based upon the then current rates and charges approved by the Public Service Commission for the local Utility Company servicing the area in which the building is located. These rates and charges shall include all charges for energy, adjustments, taxes, and any other fees or charges normally included in the Utility Company monthly billing, but the charge will never more than the Tenant would have been charged for direct metered electric service by the local Utility Company for the same amount of service. (c) The meters will be revenue grade meters manufactured by a reputable metering manufacturing company and will be accurate and reliable to within the same requirements as the local Utility Company is required follow.

Method to be used to calculate rates to tenants:

The rate calculation to be used is the Consolidated Edison Service Classification EL1 for direct metered service. Specifically, a tenant’s kilowatt hour (kWh) usage will be multiplied by the Consolidated Edison Service Classification EL1 rate for a billing period, then sales tax (currently 4.5 %) will be added to arrive at the total tenant cost.

The Consolidated Edison Service Classification EL1 rate is a combination of various items, including:

Basic Charge: This is a charge for basic system infrastructure and customer-related services, including customer accounting, meter reading, and meter maintenance.

kWh Cost: This energy charge is broken down into four separate components – market supply, monthly adjustment, delivery (transmission and distribution).

Systems Benefit Charge (SBC)/Renewable Portfolio Standard (RPS): This is an additional charge per kWh.

Fuel Adjustment: The sum of Market Supply Charge (MSC) and Monthly Adjustment Charge (MAC) adjustment factors.

Utility Tax: The sum of Commodity Gross Receipt Tax and Full Service Gross Receipt Tax.

Sales Tax: The current NYS sales tax.

The following is an example of the formula that will be used to derive a tenant’s electricity charges based on the current Consolidated Edison Service Classification EL1 rate and a monthly use of 250 kWh:

		Total
Basic Charge		\$YY.YY
kWh	.XXXXX times 250	\$YY.YY
Systems Benefit Charge	.XXXXX times 250	\$ Y.YY
Fuel Adjustment Charge	.XXXXX times 250	\$ Y.YY
	Subtotal	\$YY.YY
Utility Tax	.XXXXX times YY.YY	\$ Y.YY
	Subtotal	\$YY.YY
Sales Tax	YY.YY times .045000	\$ T.TT
	YY.YY plus T.TT	\$ZZ.ZZ
Tenant Cost		\$ZZ.ZZ

In no event will the total monthly rates (including a monthly administrative charge) exceed

the utility's tariff residential rate for direct metered service to such residents (see 16 NYCRR § 96.2 [b] [3]).

All Con Edison rates by classification are available on its website (www.coned.com) under Rates and Tariffs. The electric Rates and Tariffs are listed under the heading "PSC No. 9" - Electric: Full Service.

Quadlogic Controls Corp., as 181 East 119th Street, electric billing company, will read the meters monthly and process a bill based on the actual consumption of the resident.

(d) Complaint procedures and tenant protections

When a tenant has a question about electric bill or believes the electric bill is inaccurate, the following procedures will be utilized:

Tenant should contact the management company of the building. Tenant should submit the complaint to the property manager of the building in writing, via telephone, internet or in person, including the action or relief requested and the reason for the complaint about the submetering charge. The property manager shall investigate and respond to the complaint in writing within fifteen (15) days of the receipt of the complaint. If the tenant is dissatisfied with the property manager's response, he or she may request a review of the outcome by filing a written protest within fifteen (15) days from the date of the response from the property manager. If the tenant and property owner cannot reach an equitable agreement within fifteen (15) days of the tenant's filing of a protest. Tenants may contact the Department of Public Service, www.dps.state.ny.us, if they are dissatisfied regarding management's response to their complaint. Alternatively, Tenant may contact the Department of Public Service at any time concerning their submetered service in writing at New York State Department of Public Service, 3 Empire State Plaza, Albany, New York 12223, by telephone at 1-800-342-3377 or (212) 417-2223, in person at the nearest office at 90 Church Street, New York, New York 10007, or via the Internet at www.dps.state.ny.us. As a residential customer for electricity, tenants have consumer rights and protections available under the Home Energy Fair Practices Act ("HEFPA") and tenants may wish to refer to this act for further information about their rights.

Billing for electricity through the installed submetering system will not commence prior to commission approval of the submetering petition. Notwithstanding the foregoing, pending Public Service Commission approval of submetering in the Building, based on the findings of a 2007 study by Herbert Kunstadt Associates, PC, a flat fee rate will be charged as follows:

- Studio Apartment at \$60.00 per month
- One Bedroom Apartment at \$100.00 per month
- Two Bedroom Apartment at \$148.00 per month
- Three Bedroom Apartment at \$180.00 per month

Landlord: 119 Third Avenue Associates, LLC

_____ Date: _____
As Agent For Landlord

_____ Date: _____
Tenant:

_____ Date: _____
Tenant:

119 THIRD AVENUE ASSOCIATES LLC
TENANT RULES AND REGULATIONS

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Tenants' section shall not be obstructed or used for any other purpose than ingress to and egress from the Tenant's apartments.

2. No article (including, but not limited to, garbage cans, bottles, mats, strollers, umbrellas, shopping carts and bikes) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire tower landings of the Tenants' section, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows, terraces, balconies, or roofs or placed upon the window sills of the Tenants' section.

3. Neither occupants nor their guests shall play in the entrances (lobby, garage and roof), passages, public halls, elevators, vestibules, corridors, stairways or fire towers of the Tenants' section.

4. No public hall or public elevator vestibule of the Tenants' section shall be decorated or furnished by any Tenant in any manner.

5. Each Tenant shall keep such Tenant's apartment and any appurtenant thereto (including the surface of any terrace appurtenant to a Tenant's apartment) in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown there from, or from the doors or windows thereof, any dirt or other substance. Any determination as to what constitutes a good state of preservation and cleanliness for any Tenant's apartment's terrace shall be within the sole but reasonable discretion of the Landlord. Tenant may not install any carpeting, tile or paint the floor of the terrace.

6. No radio, television aerial, satellite, disk or similar devices shall be attached to or hung from the exterior of the Tenants' section and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any door or window or other part of the Tenants' section except such as are permitted pursuant to the Tenant Rules and Regulations nor shall anything be projected from any door, window, terrace, balcony or roof of the Tenants' section.

7. No electric or portable heater, ventilator or air conditioning device shall be installed in any Tenant's apartment.

8. All radio, television or other electrical equipment of any kind or nature installed or used in each Tenant's apartment shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction and the Tenant alone shall be liable for any damage or injury caused by any radio, television or other such electrical equipment in such Tenants' section.

9. No velocipedes, bicycles, bicycles racks, skateboards, scooters or similar vehicles shall be allowed in any of the elevators other than the elevators designated by the Landlord or Managing Agent for that purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the terraces or balconies or in any passages,

public halls, vestibules, corridors or other public areas of the Tenant's apartment.

10. No Tenant shall make or permit any disturbing noises or activity in the Tenants' section or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Tenants or occupants. No Tenant shall play or suffer to be played any musical instrument, or practice or suffer to be practiced vocal music, or operate or permit to be operated a phonograph, radio, television, computer, stereo or other loud speaker in such apartment between 11:00 P.M. and the following 7:00 A.M., if the same shall disturb or annoy other occupants of the Building. No construction or repair work or other installation involving noise shall be conducted in any Tenant's apartment unless such construction or repair work is authorized by the Landlord for Managing Agent.

11. No pets other than dogs, caged birds, cats and fish shall be permitted, kept or harbored in a Tenant's apartment without the same in each instance having been expressly permitted in writing by Landlord or Managing Agent and such consent, if given, shall be revocable by the Landlord or Managing Agent in its sole discretion, at any time. In no event shall any Tenant maintain more than one pet (unless expressly permitted by Landlord) in a Apartment nor shall any bird, reptile, or animal be permitted in any public elevator in the Tenants' section, other than the elevators designated by the Landlord or Managing Agent for that purpose, or in any of the public portions of the Tenants' section, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or other public portions of the Tenants' section or on the sidewalk or street adjacent to the Building. Each Tenant who keeps any type of pet in such apartment may be required to enter into an agreement with the Landlord setting forth such other rules regarding pets as the Landlord shall deem suitable and indemnifying and holding harmless the Landlord, all Tenants and the Managing Agent from all claims and expenses resulting from the acts of such pet.

12. No refuse, including furniture, boxes etc., from the Tenant's apartments shall be sent to the below grade levels of the Building except at such times and in such manner as the Landlord or Managing Agent may direct.

13. Water-closets and other water apparatus in the Tenant's apartment shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Tenant's apartment shall be repaired and paid for by the Tenant of such apartment.

14. No occupant of the Tenant's apartment shall send any employee of the Landlord or the Managing Agent out of the Building on any private business.

15. The agents or the Managing Agent and any contractor or worker authorized by the Landlord or Managing Agent, may enter any room or Tenant's apartment at any reasonable hour of the day, on at least 24 hours' prior written notice to the Tenant, for the purpose of inspecting such Tenant's apartment for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a manner so as not to unreasonably interfere with the use of such Tenant's apartment for its permitted purposes.

16. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

17. The Landlord or Managing Agent may retain a passkey to each Tenant's apartment. If any lock is altered or a new lock is installed, the Tenant shall be required to provide the Landlord or Managing Agent with a key thereto immediately upon the alteration or installation of any new lock. If the Tenant's apartment is not personally present to open and permit an entry to such apartment at any time when an entry therein is necessary or permissible under these Tenant Rules and Regulations and such Tenant has not furnished a key to the Landlord or Managing Agent as required hereunder, then the Landlord or Managing Agent or their agents may forcibly enter such apartment without liability for damages or trespass by reason thereof provided, however, that (i) an emergency exists; (ii) specific authorization by an officer of the Landlord or an officer of the Managing Agent has been given; and (iii) reasonable care under the circumstances is given to such Tenant's personal belongings and property.

18. No vehicle belonging to a Tenant or to a member of the family or guest, tenant or employee of a Tenant shall be parked in such manner as to impede or prevent ready access by another vehicle to any entrance to or exit from the Building.

19. Complaints regarding the services of the Tenants' section shall be made in writing to the Landlord or Managing Agent.

20. Any consent or approval given under these Tenant Rules and Regulations may be granted, refused, added to, amended or repealed, in the sole discretion of the Landlord at any time by resolution of the Landlord and any such consent or approval may, in the discretion of the Landlord, be conditional in nature.

21. Tenant will faithfully observe the following procedures with respect to the use of the compactor: (a) wrap dust, floor and powdered waste in compact packages before depositing the same; (b) thoroughly drain and wrap in paper all garbage before depositing the same; (c) refrain from forcing large bundles into the chute; (d) crush into tight bundles all loose papers before placing in the hopper door, (e) deposit all bundles of waste into the hopper; (f) never deposit waste of an explosive nature into the hopper; and (g) observe all Laws regarding the recycling of refuse then imposed by governmental agencies having jurisdiction thereover.

22. Except as permitted by the Landlord, Tenant, their families, guests, servants, employees, agents or visitors shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.

23. Tenant, their guests, servants, employees, agents or visitors shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their apartments.

24. No Tenant or any of such Tenant's agents, servants, employees or visitors shall at any time bring into or keep in such apartment any inflammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such apartment.

25. If any key or keys are entrusted by a Tenant or by any member of such

Tenant's family or by such Tenant's agent, servant, employee or visitor to an employee of the Landlord or Managing Agent, whether for such Tenant's apartment or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Tenant, and neither the Landlord nor Managing Agent shall (except as provided in paragraph 21 above) be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting there from or in connection therewith, provided, however, reasonable care under the circumstances was given to such Tenant's personal belongings and property.

26. No group tour or exhibition of any Tenant's apartment or its contents shall be conducted, nor shall any auction sale be held in any Tenant's apartment, without the prior consent of the Landlord or Managing Agent.

27. In the event that any Tenant's apartment is used for home occupation purposes which are permitted by law and the Landlord, in no event shall any clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

28. There will be no barbecuing in the Tenant's apartments, including terraces or roof areas.

29. The Landlord reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Tenants' section when, in the reasonable judgment of the Landlord, the Landlord deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Tenants' section, or the preservation of good order therein, or the operation or maintenance of the Tenants' section, or the equipment thereof, or the comfort of Tenants' section, occupants or others in the Tenants' section. No rescission, alteration, waiver or addition of any rule or regulation in respect of one Tenant's apartment or other occupant shall operate as a rescission, alteration or waiver in respect of any other Tenant's apartment or other occupant.

30. No article, including, but not limited to, bicycles and similar vehicles, shall be stored or allowed to stand on any terraces, other than furniture of the kind usually maintained in outdoor areas.

31. Tenants may be subject to subsequent policies, rules and/or procedures issued by the Landlord and/or Managing Agent.

Request for Taxpayer Identification Number and Certification

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

Print or type
 See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input checked="" type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
181 East 119 Street,	119 Third Avenue
City, state, and ZIP code	Associates LLC
New York, NY 10035	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number
OR
Employer identification number

Part II Certification

Under penalties of perjury, I certify that:

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

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

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