

STANDARD FORM OF APARTMENT LEASE
 (FOR APARTMENTS NOT SUBJECT TO THE RENT STABILIZATION LAW)
 THE REAL ESTATE BOARD OF NEW YORK, INC.
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PREAMBLE: This lease contains the agreements between You and Owner concerning Your rights and obligations and the rights and obligations of Owner. You and Owner have other rights and obligations which are set forth in government laws and regulations.

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

THIS LEASE is made on JANUARY 27, 2021 between
 Owner, SANTE PROPERTIES LLC month day year

whose address is PO BOX 1142, NEW YORK, NY 10159

and You, the Tenant, JOSEPH A PUCCIO

whose address is 868 JORDAN HILLS DRIVE, CHAPEL HILL, NC 27517

1. APARTMENT AND USE

Owner agrees to lease to You Apartment 2A on the 2ND floor in the building at 89 MACDOUGAL STREET Borough of MANHATTAN, City and State of New York.

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

2. LENGTH OF LEASE

The term (that means the length) of this Lease is 1 years, 0 months 0 days, beginning on FEBRUARY 1, 2021

and ending on JANUARY 31, 2022. If You do not do everything You agree to do in this Lease, Owner may have the right to end it before the above date. If Owner does not do everything that owner agrees to do in this Lease, You may have the right to end the Lease before ending date.

3. RENT

Your monthly rent for the Apartment is \$ 2,495.00
TWO THOUSAND FOUR HUNDRED NINETY FIVE DOLLARS

You must pay Owner the rent, in advance, on the first day of each month either at Owner's office or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Lease if the lease begins on the first day of the month. If the Lease begins after the first day of the month, You must pay when you sign this lease (1) the part of the rent from the beginning date of this Lease until the last day of the month and (2) the full rent for the next full calendar month. If this Lease is a Renewal Lease, the rent for the first month of this Lease need not be paid until the first day of the month when the renewal term begins.

4. SECURITY DEPOSIT

You are required to give Owner the sum of \$ 2,495.00 when You Sign this Lease as a security deposit, which is called in law a trust. Owner will deposit this security in PONCE DE LEON bank at ASTORIA, NY.

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

If You carry out all of your agreements in this Lease and if You move out of the Apartment and return it to Owner in the same condition it was in when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty, Owner will return to You the full amount of your security deposit and interest to which You are entitled within 60 days after this Lease ends. However, if You do not carry out all your agreements in this Lease, Owner may keep all or part of your security deposit and any interest which has not yet been paid to You necessary to pay Owner for any losses incurred, including missed payments.

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

Space to be filled in.

J.P.

5. IF YOU ARE UNABLE TO MOVE IN

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

6. CAPTIONS

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

7. WARRANTY OF HABITABILITY

A. All of the sections of this Lease are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Lease. Nothing in this Lease can be interpreted to mean that You have given up any of your rights under that law. Under that law, Owner agrees that the Apartment and the Building are fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.

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

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

A. You will take good care of the apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. You will move out on or before the ending date of this lease and leave the Apartment in good order and in the same condition as it was when You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty.

B. When this Lease ends, You must remove all of your movable property. You must also remove at your own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment You may have installed in the Apartment, even if it was done with Owner's consent. You must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. You have not moved out until all persons, furniture and other property of yours is also out of the Apartment. If your property remains in the Apartment after the Lease ends, Owner may either treat You as still in occupancy and charge You for use, or may consider that You have given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at your expense. You agree to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Lease.

9. CHANGES AND ALTERATIONS TO APARTMENT

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

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

A. **Government Laws and Orders.** You will obey and comply (1) with all present and future city, state and federal laws and regulations, which affect the Building or the Apartment, and (2) with all orders and regulations of Insurance Rating Organizations which affect the Apartment and the Building. You will not allow any windows in the Apartment to be cleaned from the outside, unless the equipment and safety devices required by law are used.

B. **Owner's Rules Affecting You.** You will obey all Owner's rules listed in this Lease and all future reasonable rules of Owner or Owner's agent. Notice of all additional rules shall be delivered to You in writing or posted in the lobby or other public place in the building. Owner shall not be responsible to You for not enforcing any rules, regulations or provisions of another tenant's lease except to the extent required by law.

C. **Your Responsibility.** You are responsible for the behavior of yourself, of your immediate family, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because You, members of your immediate family, servants or people visiting You have not obeyed government laws and orders or the agreements or rules of this Lease.

11. OBJECTIONABLE CONDUCT

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

12. SERVICES AND FACILITIES

A. **Required Services.** Owner will provide cold and hot water and heat as required by law, repairs to the Apartment as required by law, elevator service if the Building has elevator equipment, and the utilities, if any, included in the rent, as set forth in sub-paragraph B. You are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

B. The following utilities are included in the rent _____

C. **Electricity and Other Utilities.** If Owner provides electricity or gas and the charges is included in the rent on Page 1, or if You buy electricity or gas from Owner for a separate (submetered) charge, your obligations are described in the Rider attached to this Lease. If electricity or gas is not included in the rent or is not charged separately by Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service if it is not included in the rent.

D. **Appliances.** Appliances supplied by Owner in the Apartment are for your use. They will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of your negligence or misuse, You will pay Owner for the cost of such repair or replacement as additional rent.

E. **Elevator Service.** If the elevator is the kind that requires an employee of Owner to operate it, Owner may end this service without reducing the rent if: (1) Owner gives You 10 days notice that this service will end; and (2) within a reasonable time

Space to be filled in.

Rider to be added, if necessary.

J.P.

after the end of this year 10-day notice, Owner begins to substitute an automatic control type of elevator and proceeds diligently with its installation.

F. **Storeroom Use.** If Owner permits You to use any storeroom, laundry or any other facility located in the building but outside of the Apartment, the use of this storeroom or facility will be furnished to You free of charge and at your own risk, except for loss suffered by You due to Owner's negligence. You will operate at your expense any coin operated appliances located in such storeroom or laundries.

13. INABILITY TO PROVIDE SERVICES

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

14. ENTRY TO APARTMENT

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

(A) To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment and to make any necessary repairs or changes Owner decides are necessary. Your rent will not be reduced because of any of this work, unless required by Law.

(B) To show the Apartment to persons who may wish to become owners or lessees of the entire Building or may be interested in lending money to Owner;

(C) For four months before the end of the Lease, to show the Apartment to persons who wish to rent it;

(D) If during the last month of the Lease You have moved out and removed all or almost all of your property from the Apartment, Owner may enter to make changes, repairs, or redecorations. Your rent will not be reduced for that month and this Lease will not be ended by Owner's entry.

(E) If at any time You are not personally present to permit Owner or Owner's representative to enter the Apartment and entry is necessary or allowed by law or under this lease, Owner or Owner's representatives may nevertheless enter the Apartment. Owner may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, Owner or Owner's representative is negligent or misuses your property.

15. ASSIGNING; SUBLETTING; ABANDONMENT

(a) **Assigning and Subletting.** You cannot assign this Lease or sublet the Apartment without Owner's advance written consent in each instance to a request made by You in the manner required by Real Property Law § 226-b. Owner may refuse to consent to a lease assignment for any reason or no reason, but if Owner unreasonably refuses to consent to request for a Lease assignment properly made, at your request in writing, Owner will end this Lease effective as of thirty days after your request. The first and every other time you wish to sublet the Apartment, You must get the written consent of Owner unless Owner unreasonably withholds consent following your request to sublet in the manner provided by Real Property Law § 226-b. Owner may impose a reasonable credit check fee on You in connection with an application to assign or sublet. If You fail to pay your rent Owner may collect rent from subtenant or occupant without releasing You from the Lease. Owner will credit the amount collected against the rent due from You. However, Owner's acceptance of such rent does not change the status of the subtenant or occupant to that of direct tenant of Owner and does not release You from this Lease.

(b) **Abandonment.** If You move out of the Apartment (abandonment) before the end of this Lease without the consent of Owner, this Lease will not be ended (except as provided by law following Owner's unreasonable refusal to consent to an assignment or subletting requested by You.) You will remain responsible for each monthly payment of rent as it becomes due until the end of this Lease. In case of abandonment, your responsibility for rent will end only if Owner chooses to end this Lease for default as provided in Article 16.

16. DEFAULT

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

(a) You fail to carry out any agreement or provision of this Lease;

(b) You or another occupant of the Apartment behaves in an objectionable manner;

(c) You do not take possession or move into the Apartment 15 days after the beginning of this Lease;

(d) You and other legal occupants of the Apartment move out permanently before this Lease ends;

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

(2) If You do not stop or begin to correct a default within 10 days, Owner may give You a second written notice that this Lease will end six days after the date the second written notice is sent to You. At the end of the 6-day period, this Lease will end and You then must move out of the Apartment. Even though this Lease ends, You will remain liable to Owner for unpaid rent up to the end of this Lease, the value of your occupancy, if any, after the Lease ends, and damages caused to Owner after that time as stated in Article 18.

(3) If You do not pay your rent when this Lease requires after a personal demand for rent has been made, or within three days after a statutory written demand for rent has been made, or if the Lease ends, Owner may do the following: (a) enter the apartment and retake possession of it if You have moved out or (b) go to court and ask that You and all other occupants in the Apartment be compelled to move out.

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

17. REMEDIES OF OWNER AND YOUR LIABILITY

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

(a) You must pay your rent until this Lease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.

(b) Once You are out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Lease. Owner may re-rent to a new tenant at a lesser rent or may charge a higher rent than the rent in this Lease.

(c) Whether the Apartment is re-rented or not, You must pay to Owner as damages:

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

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

*** (3) Owner's expenses for attorney's fees.

(d) You shall pay all damages due in monthly installments on the rent day established in this Lease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action.

***This may be deleted.

J.P.

If the rent collected by Owner from a subsequent tenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another tenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

18. ADDITIONAL OWNER REMEDIES

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

19. FEES AND EXPENSES

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

- (1) Making any repairs to the Apartment or the Building which result from misuse or negligence by You or persons who live with You, visit You, or work for You;
- (2) Repairing or replacing property damaged by Your misuse or negligence;
- (3) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organizations concerning the Apartment or the Building which You or persons who live with You, visit You, or work for You have caused;
- (4) Preparing the Apartment for the next tenant if You move out of your Apartment before the Lease ending date;
- *** (5) Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of a Lease default by You or for defending lawsuits brought against Owner because of your actions;
- (6) Removing all of your property after this Lease is ended;
- (7) All other fees and expenses incurred by Owner because of your failure to obey any other provisions and agreements of this Lease;

These fees and expenses shall be paid by You to Owner as additional rent within 30 days after You receive Owner's bill or statement. If this Lease has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.

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

20. PROPERTY LOSS, DAMAGES OR INCONVENIENCE

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

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

21. FIRE OR CASUALTY

A. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Lease will continue unless ended by Owner under C below or by You under D below. But the rent will be reduced immediately. This reduction will be based upon the part of the Apartment which is unusable.

B. Owner will repair and restore the Apartment, unless Owner decides to take actions described in paragraph C below.

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

D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, You may give Owner written notice that You end the Lease. If You give that notice, this Lease is considered ended on the day that the fire, accident or casualty occurred. Owner will refund your security deposit and the pro-rata portion of rents paid for the month in which the casualty happened.

E. Unless prohibited by the applicable insurance policies, to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or anyone claiming through or under each applicable policy by way of subrogation.

22. PUBLIC TAKING

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

23. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS

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

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

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

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

25. BILLS AND NOTICE

A. Notices to You. Any notice from Owner or Owner's agent or attorney will be considered properly given to You if it (1) is in writing; (2) is signed by or in the name of Owner or Owner's agent; and (3) is addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment. The date of service of any written notice by Owner to you under this agreement is the date of delivery or mailing of such notice.

***This may be deleted.

J.P.

B. **Notices to Owner.** If You wish to give a notice to Owner, you must write it and deliver it or send it by registered or certified mail to Owner at the address noted on page 1 of this Lease or at another address of which Owner or Agent has given You written notice.

26. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

A. Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Lease, the relationship of You and Owner as Tenant and Landlord or your use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims for personal injury or property damage.

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

27. NO WAIVER OF LEASE PROVISIONS

A. Even if Owner accepts your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Lease, the failure of Owner to take action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if You again do not do what You have agreed to do.

B. Only a written agreement between You and Owner can waive any violation of this Lease.

C. If You pay and Owner accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or a part of the earliest rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the rent due.

D. Any agreement to end this Lease and also to end the rights and obligations of You and Owner must be in writing, signed by You and Owner or Owner's agent. Even if You give keys to the Apartment and they are accepted by any employee, or agent, or Owner, this Lease is not ended.

28. CONDITION OF THE APARTMENT

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

29. DEFINITIONS

A. Owner: The term "Owner" means the person or organization receiving or entitled to receive rent from You for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" includes the owner of the land or Building, a lessor, or sublessor of the land or Building and a mortgagee in possession. It does not include a former owner, even if the former owner signed this Lease.

B. You: The Term "You" means the person or persons signing this Lease as Tenant and the successors and assigns of the signer. This Lease has established a tenant-landlord relationship between You and Owner.

30. SUCCESSOR INTERESTS

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

Owners Rules - a part of this lease - see page 6

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

Witnesses

_____	_____ [L.S.]
	Owner's Signature
_____	_____ [L.S.]
	Tenant's Signature
_____	_____ [L.S.]
	<i>Joseph Paris</i> Tenant's Signature

GUARANTY

The undersigned Guarantor guarantees to Owner the strict performance of and observance by Tenant of all the agreements, provisions and rules in the attached Lease. Guarantor agrees to waive all notices when Tenant is not paying rent or not observing and complying with all of the provisions of the attached Lease. Guarantor agrees to be equally liable with Tenant so that Owner may sue Guarantor directly without first suing Tenant. The Guarantor further agrees that his guaranty shall remain in full effect even if the Lease is renewed, changed or extended in any way and even if Owner has to make a claim against Guarantor. Owner and Guarantor agree to waive trial by jury in any action, proceeding or counterclaim brought against the other on any matters concerning the attached Lease or the Guaranty.

Dated, New York City _____

_____ Witness _____ Guarantor

_____ Address

Apartment

Premises

Tenant

Expires



STANDARD FORM OF APARTMENT

Lease

The Real Estate Board of New York, Inc.



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ATTACHED RULES WHICH ARE A PART OF THE LEASE
AS PROVIDED BY ARTICLE 10

Public Access Ways

1. (a) Tenants shall not block or leave anything in or on fire escapes, the sidewalks, entrances, driveways, elevators, stairways, or halls. Public access ways shall be used only for entering and leaving the Apartment and the Building. Only those elevators and passageways designated by Owner can be used for deliveries.

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

Bathroom and Plumbing Fixtures

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

Refuse

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

Elevators

4. All non-automatic passenger and service elevators shall be operated only by employees of Owner and must not in any event be interfered with by Tenants. The service elevators, if any, shall be used by servants, messengers and trades people for entering and leaving, and the passenger elevators, if any, shall not be used by them for any purpose. Nurses with children, however, may use the passenger elevators.

Laundry

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

Keys and Locks

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

Noise

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

No Projections

8. An aerial may not be erected on the roof or outside wall of the Building without the written consent of Owner. Also, awnings or other projections shall not be attached to the outside walls of the Building or to any balcony or terrace.

No Pets

9. Dogs or animals of any kind shall not be kept or harbored in the Apartment, unless in each instance it be expressly permitted in writing by Owner. This consent, if given, can be taken back by Owner at any time for good cause on reasonably given notice. Unless carried or on a leash, a dog shall not be permitted on any passenger elevator or in any public portion of the building. Also, dogs are not permitted on any grass or garden plot under any condition. BECAUSE OF THE HEALTH HAZARD AND POSSIBLE DISTURBANCE OF OTHER TENANTS WHICH ARISE FROM THE UNCONTROLLED PRESENCE OF ANIMALS, ESPECIALLY DOGS, IN THE BUILDING, THE STRICT ADHERENCE TO THE PROVISIONS OF THIS RULE BY EACH TENANT IS A MATERIAL REQUIREMENT OF EACH LEASE. TENANTS' FAILURE TO OBEY THIS RULE SHALL BE CONSIDERED A SERIOUS VIOLATION OF AN IMPORTANT OBLIGATION BY TENANT UNDER THIS LEASE. OWNER MAY ELECT TO END THIS LEASE BASED UPON THIS VIOLATION.

Moving

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

Floors

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

Window Guards

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

J.P.

SANTE PROPERTIES, LLC
Property Management Company

LATE CLAUSE ADDENDUM

Addendum to lease between **Sante Properties, LLC** (owner), and **Joseph A Puccio** (tenant) in apartment no. **2A**, located at **89 Macdougall Street, New York**

It is agreed that the rent payment under this lease is due and payable in equal monthly installments on the first day of each month during the entire lease term and any lease renewal thereto. In the event that any monthly installment of rent, or any other payment required to be made by the tenant under this lease or any renewal, shall be past due, a late charge of \$200.00 will be charged by owner and become immediately due payable by tenant as additional rent. This late charge is imposed against the tenant for defraying owner's expenses in connection with handling delinquent payments. Such late fees are to be considered additional rent and shall be due in full immediately upon notice by owner. If any rent check that is given to the Owner is dishonored for any reason then Tenant hereby agrees to pay Owner, in addition to the applicable late charge provided for herein, a charge of \$30.00 as additional rent. Owner hereby grants you a five (5) day grace period towards the rent payment due date, so that a late charge of \$200.00 will be imposed only if your rent payment or any additional rent is not received by the owner on or before the 5th day of each month.

Joseph Puccio
Joseph A Puccio (print)

Joseph Puccio
Joseph A Puccio (signature)

1/28/21
Date

Sante Properties, LLC
By: John Kapetanos
Title: Member

SANTE PROPERTIES, LLC
Property Management Company

HOLDOVER ADDENDUM

Tenant acknowledges that if the tenant or any occupant/sublessee/undertenant, as the case may be, holds over beyond the end of the lease term and thereby continues to live in the aforementioned apartment or otherwise does not surrender possession, after the current lease term has expired and has no prior arrangement with **SANTE PROPERTIES, LLC** (owner); then the charge for use and occupancy of the apartment shall \$2,995.00, along with the applicable Lease Renewal Increase, per month (without taking into account any preferential rent), and tenant therefore agrees to pay owner the sum of such amount per month for such use and occupancy during the time the Tenant holds over. Tenant acknowledges responsibility to contact owner so as to either renew the lease or give at the minimum a 60 day prior written notice of intent to vacate at the end of the current lease term. The provisions of the paragraph shall not, however, authorize a tenant to holdover after the end of the term.

Joseph Puccio
Joseph A Puccio (print)

Joseph Puccio
Joseph A Puccio (signature)

1/28/21
Date

Sante Properties, LLC
By: John Kapetanos
Title: Member

SANTE PROPERTIES, LLC
Property Management Company

Dear Tenant(s)

In accordance with the New York City Administrative Code, section 27-7075(c), please complete the affidavit below listing the names and relationships of all persons living in the apartment and the age of anyone under 21 years of age.

Failure to reply is grounds for eviction.

Any lease or rental agreement for residential premises entered into by one tenant shall be construed to permit occupancy by that tenant and his/her/their immediate family. One additional occupant and dependent children of the occupant provided that the tenant of the tenant's spouse occupies the premises as his primary residence.

AFFIDAVIT

State of New York
 County of Queens

I/We, **Joseph A Puccio**

being duly sworn, depose and say:

Address: **89 Macdougall Street, New York**

Apt No. **2A**

The following adults (21 years or older) reside within the aforesaid apartment

NAME	RELATIONSHIP	DATE OF BIRTH	SOCIAL SECURITY #
None			
Tara Aida	Girlfriend	04/28/94	690 14 2043

The following minors (under the age of 21) reside within the aforesaid apartment

NAME	RELATIONSHIP	DATE OF BIRTH	SOCIAL SECURITY #
None			

Occupant(s) Emergency: _____

Occupant(s) Current Employer: _____

Occupant(s) Work: _____

Sworn Before me this _____ day of ____ 2021

Signature of Tenant _____

Signature of Notary _____

Joseph Puccio
 Joseph A Puccio (print)

Joseph Puccio
 Joseph A Puccio (signature)

1/28/21
 Date

SANTE PROPERTIES, LLC
Property Management Company

P E T A D D E N D U M

Sante Properties, LLC would like to thank you for entering into this lease. Because we want our buildings to be comfortable and enjoyable to all residents, the following policies and procedures will apply to you and your pet(s).

1. No pets allowed in your apartment or the common areas of the building.

If the following is observed, we are entitled to the following:

**You will be required to pay a non-refundable fee of \$1,500.00 for a dog over 40lbs.
A non-refundable fee of \$500.00 is required for a cat and dogs under 40lbs.**

Please make your checks payable to Sante Properties, LLC.

Thank you for your cooperation.

I understand and accept the above policies.

Joseph Puccio
Joseph A Puccio (print)

Joseph Puccio
Joseph A Puccio (signature)

1/28/21
Date

SANTE PROPERTIES, LLC
Property Management Company

NOTICE TO VACATE

As specifically stated in this Lease Agreement, and upon fulfillment of the current lease term, Tenant(s) understands that a minimum sixty (60) day prior written notice of intent to vacate the apartment at the end of the current lease term must be submitted to the management signed by the tenant(s) before a notary and sent via certified mail. Tenant(s) understands that even though the current lease term is expiring, Tenant will still be required to submit written notice sixty (60) days prior to the lease expiration. If Tenant(s) should fail to provide this written notice within said time then, it is understood that Tenant(s) will be responsible for paying through the notice period. Furthermore, no security amount held by the landlord will be permitted, under any circumstances whatsoever; to be credited or used towards the payment of last month's rent. Notwithstanding anything to the contrary herein, the landlord will only reimburse you the full security amount after you have fulfilled the entire current lease term and only after a visual inspection of your premises has been conducted by the management the day you vacate and no damages are found in the apartment, reasonable wear and tear excepted.

NO VERBAL AGREEMENTS WILL SUPERCEDE THIS CLAUSE OF THE LEASE AGREEMENT. THIS CLAUSE IS ONLY TO APPLY AT THE END OF THE CURRENT LEASE TERM.

Joseph Puccio
Joseph A Puccio (print)

Joseph Puccio
Joseph A Puccio (signature)

1/28/21
Date

SANTE PROPERTIES, LLC
Property Management Company
Security Deposit Deductions/Move-Out Cost Schedule

Cleaning and repair charges:

If prior to moving out you do not clean the items listed below and leave them in satisfactory order, the following charges will be deducted from your Security Deposit or owed to us if your Security Deposit is insufficient to cover the charges. You will be charged the listed amount for each instance in which a listed item must be cleaned or repaired. The prices given for the items listed below are average prices only. If owner incurs a higher cost for cleaning or repairing the item you will be responsible for paying the higher cost.

Please be advised that this is not an all-inclusive list, you can be charged for cleaning or repairing items that are not on the list.

Kitchen Cleaning	Bathroom Cleaning	Miscellaneous
Drip Pan \$15	Toilet(s) \$10	Trash Removal \$100 to \$500
Stove Hood/Vent \$15	Tub(s)/Shower(s) \$10	Additional Prep/rm \$200
Refrigerator/freezer \$40	Sinks/Counter \$35	Painting Per rm \$200
Dishwasher \$10	Cabinets \$100	Dishwasher repair \$60 per hour
Cabinets/Counter \$40	Shower Door \$15	A/C repair \$60 per hour
Tile Floors \$25	Carpet Cleaning \$150	Refrigerator repair \$60 per hour
Oven \$30	Carpet Removal \$75	Wall Removal \$300 to \$600

Apartment Cleaning:

Studio \$250 1 Bedroom \$275 2 Bedroom \$300 3 Bedroom \$375

Replacement Charges:

If any items are missing or damaged to the point that they must be replaced less ordinary wear and tear when you move out, you will be charged for current cost of the items plus labor and service charges. A representative list of charges is provided herein below. These are average prices. If the Owner incurs a higher cost for replacing an item, you will be responsible for paying the higher cost.

Please note this is not an all inclusive list: You can be charged for the replacement of an item that is not on this list.

Window Glass \$150	Door Keys (lost) \$35	Doors \$100
Patio Glass Doors \$150	Crisper Cover \$25	Light Fixtures \$50
Mailbox Key \$25	Refrigerator Evaporator \$300	Light Bulbs \$5
Carpet/Pad@ \$15	A/C Compressor \$350	Granite Countertops \$500 to \$800
A/C Condenser \$300	Apt Doors (interior) \$175	Refrigerator \$100
A/C Face Grill \$50	Closet Doors \$250	Shelves & Racks \$30
Mirror Bathroom \$75	Smoke Alarm \$50	Bathroom vanity \$250
Stove (Shelve Rack) \$75		Toilet \$300

If window frames are damaged, we will collect \$150 per window

If bedroom floor is scratched or scraped by bed without rollers, we will collect \$75

Joseph Puccio
 Joseph A Puccio (print)

Joseph Puccio
 Joseph A Puccio (signature)

1/28/21
 Date

SANTE PROPERTIES, LLC
Property Management Company

WINDOW GUARDS ADDENDUM

Addendum to lease between **Sante Properties, LLC** (owner), and **Joseph A Puccio** (tenant) in apartment no. **2A**, located at **89 Macdougall Street, New York**

LEASE NOTICE TO ALL RESIDENTS

You are required by law to have widow guards installed if a child 10 (ten) years of age or younger lives in your apartment.

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

- If you ask your Owner to install window guards at any time (you need not give a reason)

- If a child 10 (ten) years of age or younger lives in your apartment.

It is a violation of law to refuse, interfere with the installation, or removal of the window guards when required.

CHECK ONE

Children 10 (ten) years of age or younger live in my apartment

No children 10 (ten) years of age or younger live in my apartment

I want window guards even though I have no children 10 (ten) years of age or younger.

Joseph Puccio

Joseph A Puccio (print)

Joseph Puccio

Joseph A Puccio (signature)

1/28/21

Date

FOR FURTHER INFORMATION CALL
Window Falls Prevention Program
NYC Department of Health
65 Worth Street, 5th Floor
New York, New York 10013 (212) 334 – 7771

SANTE PROPERTIES LLC
Property Management Company

PAINTING THE APARTMENT AND OTHER DAMAGES
AFTER VACATING THE APARTMENT

If after moving out it is necessary for management to:

- 1) Perform a minor amount of touchups: **you will be charged \$175.00.**
- 2) Perform a moderate amount of touchups: **you will be charged \$225.00.**
- 3) Perform an excessive amount of touchups: **you will be charged \$325.00.**
- 4) Paint the entire apartment: **you will be charged \$450.00.**

Please note that the above amounts are an average cost for **painting only**. Damages beyond painting the apartment will incur a separate cost based on the extent of damage and the amount of labor expended. These damages include, but are not limited to, damages to hardwood floors, mechanical systems, plumbing systems, hvac systems, electrical systems and appliances.

Joseph Puccio
Joseph A Puccio (print)

Joseph Puccio
Joseph A Puccio (signature)

1/28/21
Date

Sante Properties, LLC
By: John Kapetanos
Title: Member

SANTE PROPERTIES, LLC
Property Management Company
RECYCLING

Resident agrees at his/her sole expense, to comply with all present and future laws, orders and regulations or all state, federal, municipal, and local governments, departments, commissions and boards regarding the collection, sorting, separations and recycling of waste products, garbage, refuse and trash. Resident 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 owner for the sorting and separating of such designated recyclable materials. Residents shall comply with the requirements to rinse recyclable bottles and containers before placing them in the designated receptacles, in accordance with the law and local regulations.

Owner reserves the right, where permitted by law, to refuse to collect or accept, from resident, any waste products, garbage refuse, or trash which is not separated as sorted as required by law. Where permitted by law, owner reserves the right to require resident to arrange for such collection, at resident's sole cost and expense, utilizing a contractor satisfactory to the owner.

Resident shall pay all costs, expenses, fines, violations, penalties or damages which may be imposed on owner or resident for any reason of resident's failure to comply with the provisions of this paragraph, and, at residents sole cost and expense, resident shall indemnify, defend, and hold owner harmless (including legal fees and expenses) from and against any actions, claims and suits arising from such resident's noncompliance, utilizing counsel reasonably satisfactory to owner if owner so elects. Resident's failure to comply with this paragraph shall constitute a violation of such substantial obligation of the tenancy, local statute and owner's rules and regulations. Resident shall be liable to owner for any costs, expense, or disbursements, including attorney's fees, of any action or proceeding by owner against by tenant, predicated upon resident's breach of this paragraph. Resident understands that local regulations governing recycling make residents liable for non-compliance.

Joseph Puccio
Joseph A Puccio (print)

Joseph Puccio
Joseph A Puccio (signature)

1/28/21
Date

SANTE PROPERTIES, LLC
Property Management Company
PO Box 1142
New York, NY 10159
Tel: (212) 686-6590

Transient use of the subject property is strictly prohibited. If the apartment is used for any purpose other than as a primary residence of the lessee, the lease will be considered breached. The lessee will be responsible for any fines, penalties, and legal fees associated with the transient use. Additionally, upon the discovery of any transient use, the lessee will immediately forfeit his or her security deposit and will return possession of the apartment to the lessor by returning the keys for the apartment.

Please Note: Do not call your utility companies to close your gas and electric accounts upon moving out of the apartment. The Landlord will do that for you.

Repairs or alterations of any kind are not permitted in the apartment without the written consent from the landlord.

If a tenant terminates the lease before the end of its term, the fine will be the FULL security deposit. Should the apartment be rented the following day after the apartment surrender date, the fine will be HALF of the security deposit.

Joseph Puccio
Joseph A Puccio (print)

Joseph Puccio
Joseph A Puccio (signature)

1/28/21
Date

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

Lead Warning Statement

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

Lessor's Disclosure

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

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

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

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

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

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

Lessee's Acknowledgment (initial)

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

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

Agent's Acknowledgment (initial)

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

Certification of Accuracy

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

_____ Lessor <u>Joseph Puccio</u>	_____ Date <u>1/28/21</u>	_____ Lessor <u>Joseph Puccio</u>	_____ Date <u>1/28/21</u>
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date



FOR USE AS OF JANUARY 1, 2021

To: Tenant
From: Landlord/Building Owner
Date: 01/27/21

PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS Annual Notice

New York City law requires that tenants living in buildings with three or more apartments complete this form and return it to their landlord before **February 15, each year. If you do not return this form, your landlord is required to visit your apartment to determine if a child resides in your apartment.**

Peeling Lead Paint	Window Guards
<p>By law, your landlord is required to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child 5 years or younger lives with you or routinely spends 10 or more hours each week in your apartment.</p> <ul style="list-style-type: none"> You must notify your landlord in writing if a child 5 years or younger comes to live with you during the year or routinely spends 10 or more hours each week in your apartment. If a child 5 years or younger lives with you or routinely spends 10 or more hours each week in your apartment, your landlord must inspect your apartment and provide you with the results of these paint inspections. Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards. Always report peeling paint to your landlord. Call 311 if your landlord does not respond. <p><small>These notice and inspection requirements apply to buildings with three or more apartments built before 1960. They also apply to such buildings built between 1960 and 1978 if the landlord knows that lead paint is present.</small></p>	<p>By law, your landlord is required to install window guards in all of your windows if a child 10 years or younger lives with you, OR if you request window guards (even if no children live with you).</p> <ul style="list-style-type: none"> It is against the law for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed. Window guards must be installed so there is no space greater than 4 1/2 inches above or below the guard, on the side of the guard, or between the bars. ONLY windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement. <p><small>These requirements apply to all buildings with three or more apartments, regardless of when they were built.</small></p>

Fill out and detach the bottom part of this form and return it to your landlord.

Please check all boxes that apply:

A child 5 years or younger lives in my apartment or routinely spends 10 or more hours each week in my apartment.

A child 10 years or younger lives in my apartment and:

- Window guards are installed in all windows as required.
- Window guards need repair.
- Window guards are NOT installed in all windows as required.

No child 10 years or younger lives in my apartment:

- I want window guards installed anyway.
- I have window guards, but they need repair.

Puccio	Joseph A	
Last Name	First Name	Middle Initial
89 MacDougal St	2A	New York NY 10012
Street Address	Apt.#	City State ZIP Code
Joseph Puccio	1/28/21	919 259 2136
Signature	Date	Telephone Number

Deadline for return: February 15, 2021

Return form to: name and address of landlord or managing agent. Call 311 for more information about preventing lead poisoning and window falls.

Approved 11/6/2020

STOP BED BUGS SAFELY

WHAT ARE BED BUGS?

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

WHAT DOES A BED BUG BITE FEEL AND LOOK LIKE?

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

ARE BED BUGS DANGEROUS?

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

HOW DOES A HOME BECOME INFESTED WITH BED BUGS?

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

HOW DO I KNOW IF MY HOME IS INFESTED WITH BED BUGS?

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

SHOULD I USE A PEST CONTROL COMPANY?

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

The pest control company should:

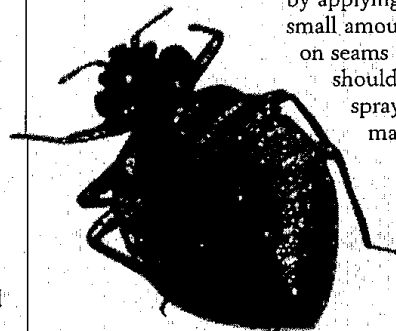
- Inspect your home to confirm the presence of bed bugs.
- Find and eliminate their hiding places.
- Treat your home with special cleaning and/or pesticides if necessary.
- Make return visits to make sure bed bugs are gone.

Be sure your pest control company hires licensed pest management professionals. Ask to see a copy of their license or check directly with DEC by calling (718) 482-4994 or visiting <http://www.dec.ny.gov/permits/209.html>

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

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

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



Michael F. Potter, University of Kentucky ©2004

**NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY**

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

Name of tenant(s): Joseph A Puccio

Subject Premises: 89 MacDougal Street, New York, NY

Apt. #: 2A

Date of vacancy lease: _____

BEDBUG INFESTATION HISTORY
(Only boxes checked apply)

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

Signature of Tenant(s):

Joseph Puccio

Dated:

1/28/21

Signature of Owner/Agent: _____

Dated: _____

ANNUAL NOTICE REGARDING INSTALLATION OF STOVE KNOB COVERS

The owner of this building is required, by Administrative Code §27-2046.4(a), to provide stove knob covers for each knob located on the front of each gas-powered stove to tenants in each dwelling unit in which a child under six years of age resides, unless there is no available stove knob cover that is compatible with the knobs on the stove. Tenants may refuse stove knob covers by marking the appropriate box on this form. Tenants may also request stove knob covers even if they do not have a child under age six residing with them, by marking the appropriate box on this form. **The owner must make the stove knob covers available within 30 days of this notice.**

Please also note that an owner is only required to provide replacement stove knob covers twice within any one-year period. You may request or refuse stove knob covers by checking the appropriate box on the form below, and by returning it to the owner at the address provided. If you do not refuse stove knob covers in writing, the owner will attempt to make them available to you.

Please complete this form by checking the appropriate box, filling out the information requested, and signing. Please return the form to the owner at the address provided by (INSERT DATE):

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

Joseph Puccio (Tenant Signature) 1/28/21 (DATE)

Print Name, Address, and Apartment Number:

Joseph A Puccio
89 MacDougal Street Apt 2A, New York, NY 10012

Return this form to: (Owner address): Sante Properties LLC

J.P.

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS

1. The owner of this building is required, under New York City Administrative Code section 27-2017.1 et seq., to make an annual inspection for indoor allergen hazards (such as mold, mice, rats, and cockroaches) in your apartment and the common areas of the building. The owner must also inspect if you inform him or her that there is a condition in your apartment that is likely to cause an indoor allergen hazard, or you request an inspection, or the Department has issued a violation requiring correction of an indoor allergen hazard for your apartment. If there is an indoor allergen hazard in your apartment, the owner is required to fix it, using the safe work practices that are provided in the law. The owner must also provide new tenants with a pamphlet containing information about indoor allergen hazards.

2. The owner of this building is also required, prior to your occupancy as a new tenant, to fix all visible mold and pest infestations in the apartment, as well as any underlying defects, like leaks, using the safe work practices provided in the law. If the owner provides carpeting or furniture, he or she must thoroughly clean and vacuum it prior to occupancy. This notice must be signed by the owner or his or her representative, and state that he or she has complied with these requirements.

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

Signed:

Print Name: JOHN KAPETANOS

Date:

J.P.

HOW CAN I GET RID OF BED BUGS?

1. Find out where bed bugs are hiding in your home.

Use a bright flashlight to look for bed bugs or their dark droppings in bedroom furniture. Or use a hot hair dryer, a thin knife, an old subway card or a playing card to force them out of hiding spaces and cracks. Check:

- Behind your headboard.
- In the seams and tufts of your mattress and inside the box spring.
- Along bedroom baseboard cracks.
- In and around nightstands.
- Other bedroom items, including window and door casings, pictures, moldings, nearby furniture, loose wallpaper, cracks in plaster and partitions, and clutter.

2. Clean areas where bed bugs are likely to hide.

- Clean bedding, linens, curtains, rugs, carpets, and clothes. To kill bed bugs, wash items in hot water and dry them on the highest dryer setting. Soak delicate clothes in warm water with lots of laundry soap for several hours before rinsing. Wool items, plush toys, shoes, and many other items can be placed into a hot dryer for 30 minutes to get rid of bed bugs.
- Scrub mattress seams with a stiff brush to dislodge bed bugs and their eggs.
- Vacuum mattresses, bed frames, nearby furniture, floors and carpets. Pay special attention to cracks and open spaces. Immediately after vacuuming, put the vacuum cleaner bag in a sealed plastic bag, and dispose of it in an outdoor container.
- If you find bed bugs on a mattress, cover it with a waterproof, zippered mattress cover labeled "allergen rated," or "for dust mites." Keep the cover on for at least one year.
- If your box spring is infested, seal it inside a vinyl box spring cover for at least one year. If no cover is available, throw the box spring away.
- Dispose of infested items that cannot be cleaned and get rid of clutter. Seal tightly in a plastic garbage bag and discard in an outside container.
- Repair cracks in plaster and repair or remove loose wallpaper.

3. Be very cautious about using pesticides yourself.

Pesticides can be hazardous to people and pets. If you choose to use a pesticide, or a licensed pest control professional suggests you use one, follow these precautions:

- Only use pesticides clearly labeled for bed bug extermination. Never use a cockroach spray, ant spray, or any other pesticide that does not list bed bugs on the label.
- Follow label instructions exactly.
- Never spray pesticides on top of mattresses or sofas, or in areas where children or pets are present.
- Never purchase or use a product without a manufacturer's label and never buy pesticides from street vendors.
- Avoid using "insecticide bombs" and "foggers" in your home. These products can spread hazardous chemicals throughout your home, and are not likely to be effective against bed bugs.

HOW CAN I KEEP BED BUGS OUT OF MY HOME?

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

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

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

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



Revised 12-08



Keep Homes
Healthy and Safe



nyc.gov/hpd



J.P.

What Tenants Should Know About Indoor Allergens (Local Law 55 of 2018)

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

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

TENANTS SHOULD:



Keep homes clean and dry



Avoid using pesticides and chemicals with strong smells (e.g., cleaning products, air fresheners, etc.)



Place food in sealed containers, keep counters and sinks clean, and get rid of clutter such as newspapers and paper bags



Tell landlords right away if there are pests, water leaks, or holes or cracks in the walls and floors



Use garbage cans with tight-fitting lids



Let building staff into homes to make any needed repairs



Take garbage and recycling out every day, and tie up garbage bags before putting them in compactor chutes



Call **311** if landlords do not fix the problem or if repair work is being done unsafely

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

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

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

NYC

Department of
Health & Mental
Hygiene

Department of
Housing Preservation
& Development

J.P.

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

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

LANDLORDS MUST:



Inspect every apartment and the building's common areas for cockroach and rodent infestations, mold and the conditions that lead to these hazards, at least once a year and more often if necessary. Landlords must also respond to tenant complaints or requests for an inspection.



Use integrated pest management (IPM) practices to safely control pests and fix building-related issues that lead to pest problems.

- Remove pest nests and thoroughly clean pest waste and other debris using a HEPA vacuum. Make sure to limit the spread of dust when cleaning.
- Repair and seal any holes, gaps or cracks in walls, ceilings, floors, molding, base boards, around pipes and conduits, and around and within cabinets.
- Attach door sweeps to all doors that lead to hallways, basements or outside.
- Remove all water sources for pests by repairing drains, faucets and other plumbing materials that collect water or leak.
- Use pesticides sparingly. If pesticides must be used to correct a violation, they must be applied by a New York State Department of Environmental Conservation-licensed pest professional.



Remove indoor mold and safely fix the problems that cause mold.

- Remove any standing water, and fix leaks or moisture conditions.
- Move or cover furniture with plastic sheeting.
- Limit the spread of dust. Use methods such as sealing off openings (e.g., doorways, ventilation ducts) and gently misting the moldy area with soap or detergent and water before cleaning.
- Clean moldy area with soap or detergent and water. Dry the cleaned area completely.
- Clean any visible dust from the work area with wet mops or HEPA vacuums.
- Throw away all cleaning-related waste in heavy-duty plastic bags and seal securely.
- To clean 10 or more square feet of mold in a building with 10 or more apartments, landlords **must** use a New York State Department of Labor-licensed mold assessor and remediator. These licensed workers must comply with New York City Administrative Code section 24-154 and New York State Labor Law Article 32.



Make sure vacant apartments are thoroughly **cleaned and free of pests and mold** before a new tenant moves in.



Provide a copy of this fact sheet and a notice with each tenant's lease that clearly states the landlord's and tenant's responsibilities to keep the building free of indoor allergens.

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

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