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RENT STABILIZED 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.)

Owner and Renter make this apartment lease agreement as follows:

Owner's Name: 125- Court Street LLC

Owner's Address for Notices: 125- Court Street, Brooklyn NY 11201

1. Renter's Name: Nancy Sher **Driver's License # (if any)** [redacted]

Social Security #: [redacted]

2. Renter's Name: _____ **Driver's License # (if any)** _____

Social Security #: _____

Renter's Present Address: 20- Midwood Street, Brooklyn, NY, 11225

Address of Premises to Be Rented: 125- Court Street, Brooklyn NY, 11201

Apt. No.: 7SJ **Term of This Lease** *(Check one)*: ☐ 1 year ☑ 2 years ***Monthly Legal Regulated Rent:** $ 9,175

Monthly Rent Paid: $ 3,540

Date of Lease: 1-29-07 **Beginning:** 5-1-05 **Ending:** 4-31-07

* If a temporary rent concession is being given, see attached rider.

1.HEADINGS: Paragraph headings are only for ready reference to the terms of this lease. In the event of a conflict between the text and a caption, the text controls.

2.CONDITION "AS IS": Renter acknowledges inspecting the apartment prior to signing this lease and accepts the apartment in the condition it is in as of such inspection. Renter acknowledges hat the apartment is free of defects. Owner warrants that the apartment and building are fit for habitation and there are no conditions dangerous to health, life or safety.

→ Photographs of apartment as of lease commencement are attached to this lease. (delete if inapplicable)

3.USE AND OCCUPANCY OF APARTMENT: The apartment is to be used and occupied for private residential purposes only, as the primary residence of Renter. The apartment may be occupied only by Renter named in this lease, Renter's immediate family, or other occupants in accordance with the applicable provisions of law. Renter agrees that the apartment will be occupied only by the following individuals, in addition to Renter:

Name:	Birth Date:	Relation to Renter:
[redacted]		

Renter is obligated to advise Owner, in writing, if any additional occupant moves into the apartment. Such notice must be furnished by Renter to Owner within 10 days of the date such additional occupant moves into the apartment. The apartment may not be occupied by more than the number of occupants permitted by law. The apartment may be occupied by no more than one roommate.

4.RENTER'S POSSESSION OF APARTMENT: Owner shall not be liable for failure to give Renter possession of the artment on the beginning day of the lease term. Rent shall payable as of the beginning of the term unless Owner is able to give possession, in which case rent shall be payable as of the date possession is available. Owner must give possession within 30 days of the beginning day of the lease term. If not, Renter may cancel this lease and obtain a refund of money deposited. Owner will notify Renter as of the date possession is available. The ending date of the lease term will not change in the event Owner is unable to give possession as of the beginning of the lease term.

5.RENT, ADDED RENT, RENT ADJUSTMENTS: **a.**Rent payments for each month are due on or before the first day of each month at the address above or at a location designated by Owner in writing. Notice from Owner to Renter that rent is due is not required. The rent must be paid in full without deductions. The first month's rent and added rent must be paid when Renter signs this lease. **b.**Renter may be required to pay other charges and fees to Owner under the terms of this lease. They are called "added rent." This added rent will be payable as rent, together with the next monthly rent due. If Renter fails to pay the added rent on time, Owner shall have the same rights against Renter as if Renter failed to pay rent. **c.**If this apartment is subject to the rent stabilization laws, the rent and any surcharges to be paid during the term of this lease may be adjusted, prospectively or retroactively, pursuant to an order or directive of the New York State Division of Housing and Community Renewal (DHCR). Renter agrees to be bound by such determination, and to pay any increase in rent in the manner specified by the agency. In the event the applicable rent guideline has not been fixed by the Rent Guidelines Board (RGB) by the date the lease is executed, the rent provided for in this lease may be increased or decreased retroactively to the commencement date of the lease consistent with orders issued by the RGB. Added rent as defined herein shall include, but is not limited to:

_____ _____ ←

_____ _____

Renter agrees to pay the following surcharges pursuant to the Rent Stabilization Code:

Air Conditioner: _____ **Dryer:** _____ ←

Washing Machine: _____ **Other:** _____

Dishwasher: _____