



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 ESTAN DISPONIBLE EN ESPANOL.)

Owner and Renter make this apartment lease agreement as follows:

Owner's Name: Newtown Residence LLC

Owner's Address for Notices: 47-14 32nd Place Long Island City, NY 11101

1. Renter's Name: Anthony Rhadilmis Penson Driver's License # (if any) 244 452 782
Social Security #: 059-60-1592

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

Renter's Present Address: 9 Metropltn Oval 7A, Bronx, NY 10462

Address of Premises to Be Rented: 27-17 21st street Astoria, NY 11102

Apt No.: 10B Term of This Lease (Check one): 1 year 2 years *Monthly Legal Regulated Rent: \$ 2,783.39

Monthly Rent Paid: \$ 2,650

Date of Lease: 12/29/2024 Beginning: 01/01/2025 Ending: 12/31/2025

* 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 that 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.

YES NO (check one)

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:
<u>Deserie Penson</u>	<u>11/22/64</u>	<u>Wife</u>
_____	_____	_____
_____	_____	_____

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. Renter may have no more than one roommate or as provided by Real Property Law §235-f.

4. RENTER'S POSSESSION OF APARTMENT: Owner shall not be liable for failure to give Renter possession of the apartment on the beginning day of the lease term. Rent shall be payable as of the beginning of the term unless Owner is unable 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 Guideline 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:

Item	Installation and/or use of:	Amount
Air Conditioner		\$
Washing Machine		\$
Dishwasher		\$
Dryer		\$
Other:		\$

operated audio or video equipment so as to disturb or annoy any other occupant of the building.

41.NO PROJECTIONS: Renter may not install or cause to be installed anything on the roof or outside wall of the building or any balcony, terrace, or window, or common areas. Satellite dishes shall not be installed except in accordance with law.

42.MOVING: Renter can use the elevator or service elevator, if any, to move furniture and possessions only on designated days and at designated hours. Owner shall not be liable for any costs, expenses or damages incurred by Renter in moving because of delays caused by unavailability of the elevator. Renter shall be liable for any damage caused to the building or the apartment during such move.

43.ABANDONMENT: The removal of all or a substantial part of Renter's furniture from the apartment or any other indications that the apartment has been vacated shall be deemed an abandonment by Renter and Owner may then re-enter and take possession of the apartment, repair and redecorate it for the purpose of re-renting whether or not Renter has surrendered the keys. Such taking by Owner shall not be deemed to relieve Renter from liability to pay the rent. Renter releases Owner from any and all claims for damages by reason of such re-entry.

44.END OF TERM/MOVING OUT: At the end of the lease term, Renter shall leave the apartment clean and in good order, reasonable wear and tear excepted, Renter shall remove all of Renter's personal possessions from the apartment after Renter has vacated. If any property remains in the apartment at the expiration of the term, it will be deemed by Owner to be abandoned property which owner may discard or sell. Renter agrees to pay any expenses incurred by Owner as a result of Owner's disposition of said property.

45.WAIVER OF FOREIGN SOVEREIGN AND DIPLOMATIC IMMUNITY: Renter represents that he is not subject to foreign sovereign or diplomatic immunity. Renter expressly waives the doctrine of foreign sovereign immunity and diplomatic immunity and consents to the jurisdiction of the Housing Court and all other courts. Renter expressly represents that in the event a judgment is obtained against him. Owner may enforce the judgment against any property or assets of Renter, wherever they are located.

46.MILITARY STATUS:

Renter represents that he is in the United States military, or is dependent upon a member of the United States military.

Renter represents that he is *not* in the United States military, and is *not* dependent upon a member of the United States military. Renter shall notify Owner within ten days of enlistment in the military.

The above response is for informational purposes only and is intended to protect Renters who are in or may enter into military service.

47.PARTIES BOUND: This lease agreement is binding on Owner and Renter, and on all those who claim a right, or have a right, to succeed to the legal interest of Owner and Renter.

48.FORMS: Renter agrees to complete any and all forms that be requested by Owner from time to time.

49.SUBORDINATION: The rights of Renter, including all rights granted under the terms of this lease are, and shall be, subject to and subordinate to the terms of any mortgage on the building or the land under the building which now exists, or which may hereafter exist. The foregoing shall include but not be limited to any modification, consolidation or extension agreement of any existing mortgage on the land or building.

50.SINGULAR/PLURAL and JOINT/SEVERAL: The use of the singular shall be deemed to include the plural, and vice versa, whenever the context so requires. If more than one person is renting the apartment, their obligations shall be joint and several.

51.CONDEMNATION/EMINENT DOMAIN: If the building, or any part of the building, is taken or condemned by a public authority or government agency, this lease will end on the date of such taking. In such event, Renter will have no claim for damages against Owner based upon such taking, and Renter will be required to surrender the apartment to Owner upon 30 days written notice from Owner to Renter of such government taking.

52.CONSTRUCTION/CONVENIENCE: Neighboring buildings may be the subject of construction, renovation or demolition. Owner will not be liable to Renter, nor shall Renter seek to hold Owner liable for interference with views, light, air flow, or ventilation, the covenant of quiet enjoyment, or breach of the warranty of habitability whether such interference is temporary or permanent, if such interference results from activities conducted on adjoining Owners' properties.

53.NO WAIVER: The failure of Owner to insist at any time upon strict performance of any clause in this lease shall not be construed as a waiver of Owner's rights. No waiver by Owner of any provision of this lease can be made unless made in writing by Owner. Acceptance of rent by Owner with knowledge of the breach of any condition or term of this lease is not a waiver of the breach.

54.CREDIT REPORTS: Renter authorizes Owner to use the Social Security number of Renter to obtain any and all credit reports for the purpose of the initial lease or any renewal thereof now and no more than five years after the expiration of this lease or any renewal thereof, and fully understands that these reports will be used by owner in connection with Renter's occupancy of the apartment.

55.GUARANTOR: If Renter has a Guarantor sign the initial lease, Renter agrees to have a Guarantor sign all renewal leases. The guarantee is a material term and condition of the lease. The failure to continue the guarantee negates Owner's obligation to enter into a renewal lease.


(Renter initial if applicable). Initials: _____

56.ENTIRE AGREEMENT: Owner and Renter have read this lease and agree that it contains the entire understanding of the parties regarding the rental of the subject apartment. The lease can only be changed in writing. The writing must be signed by both Owner and Renter.

If any part of this lease is determined to be unlawful, the remaining provisions of the lease will remain valid and in full force and effect.



Owner / Agent (on behalf of Owner)
Newtown Residence LLC



Renter - Anthony Rhadilmis Penson

Renter -