



November 24, 2020

Samuel Fuchs
Fuchs Schwartzapfel Trustee, Dana
The Avraham Fuchs Irrevocable Family Trust
1420 York Avenue, Apt. 6-C
New York, NY 10021

RE: 1420 York Avenue
Apartment 6-C
Rental Exclusive Right to Lease Agreement

Dear Mr. Fuchs:

Through David Bibian, you have employed Brown Harris Stevens Residential Sales, LLC (“Broker”) to act as your exclusive agent with an “Exclusive Right to Lease” (including sublease) for the above Premises. An “Exclusive Right to Lease” means that during the term of this Agreement, Broker will be entitled to a commission, if Broker, you, another broker, or other person finds a tenant or subtenant.

1. We will offer the property for rent through our own organization and direct and oversee its rental, and we will report to you so that you are informed of all pertinent developments.
2. As part of our marketing campaign, we will advertise the apartment at our own expense, including listing it on our website, as well as NewYorkTimes.com and WallStreetJournal.com, among others. You agree that no other advertising or marketing, including listings on the internet, shall be permitted without our consent.
3. We will arrange whatever appointments may be necessary to show the property to prospective tenants.
4. We will handle all negotiations and submit to you any offers that we receive.
5. You hereby authorize us, unless otherwise specified by you within this Agreement, to solicit the cooperation of other licensed real estate brokers, who are members of The Real Estate Board of New York (REBNY) who will act as agents for the prospective renters, and work with them on a cooperating basis. In order to prepare the property for rent, the solicitation of REBNY members will take place simultaneously with any showing, web site placement or

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Brown Harris Stevens Residential Sales, LLC
445 Park Avenue, New York, NY 10022 Tel 212.906.9200

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advertising of the property. In the event another licensed real estate broker is involved in the transaction, we will split the commission with such broker.

6. If the terms for a lease of the property are agreed upon and you request, we will arrange, at the tenant's expense, to provide you with credit reports on the prospective tenant. You reserve the right to accept or reject any tenant and are responsible for compliance with the Fair Credit Reporting Act and any other applicable law regarding leases.
7. You agree to refer all inquiries concerning the rental of the property to us.
8. When and if a lease of the property is fully executed, we will seek and be paid our commission and compensation for services rendered only from the Owner, at the rate of fifteen percent (15%) of one year's rent. The lease shall contain a provision recognizing us as a Broker in the transaction. Should the tenant, or anyone acting on their behalf purchase the property from you during or after the term of the lease, Brown Harris Stevens' commission to be paid by you will be six percent (6%) of the total sale price. This commission will be payable at the closing.
9. You hereby acknowledge that we have informed you of your obligations under the Lead Paint Disclosure Law (42U.S.C. 4852(d)) and that you are aware of your responsibility to ensure compliance therewith.
10. You represent that you are the owner of the property and that you hold either the title for, or the proprietary lease and shares of stock allocated to, the property in your name. You represent that you are authorized to lease the property, subject only to the consent of the condominium or cooperative association, as applicable. You represent that the property may be legally used for residential purposes and we may rely on any information you give us regarding the property. You warrant that you will comply with all applicable statutes, laws, and regulations regarding the rental of residential property, including without limitation making bedbug, lead based paint, sprinkler, rental permit, and certificate of occupancy disclosures.
11. Within three (3) business days after the expiration of the listing term, we shall deliver to you in writing a list of no more than six (6) names of parties who inspected the premises during the listing term. If within ninety (90) days after the expiration of the listing term a contract is signed to rent the premises to a party on said list, we shall be entitled to the commission provided for in paragraph eight (8) of the Agreement. You agree that if a new exclusive listing agreement is executed with another Exclusive Broker (the "New Exclusive Broker"),

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you will notify the New Exclusive Broker of this provision and we may continue to negotiate directly with you, without the New Exclusive Broker, with respect to the Customers on the list during the ninety (90) day protected period.

- 12. This Agreement will remain in effect from November 25, 2020 through May 25, 2021.
- 13. Our company conducts business in accordance with all federal, state and local fair housing laws. It is our policy to provide housing opportunities to all persons regardless of age, citizenship, color, familial status, handicap, marital status, national origin, occupation, race, religion, sex or sexual orientation.
- 14. Broker represents you, the lessor, on Broker's exclusives. If another agent of Broker represents the lessee, you may agree that Broker will be a dual agent with designated agents representing you, the lessor, and the lessee. Broker represents the lessee when showing the exclusives of other real estate firms. Please read and sign the attached New York State Disclosure Form.

If the above is in accordance with your understanding, kindly note your acceptance thereof by signing below, initialing each page, and returning to us the duplicate copy of this Agreement.

Listing Price: \$1,750. per month

ACCEPTED & AGREED:

BY: 
Neil Laurine
Executive Vice President
Managing Director of Sales

BY: Sam Fuchs
Samuel Fuchs

DATE: _____

DATE: 11/25/2020

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Certificate Of Completion

Envelope Id: D4A39F205D0B4DA397715F85B0E2CD5B

Status: Completed

Subject: 1420 York Avenue, Apt. 6C.pdf

Source Envelope:

Document Pages: 3

Signatures: 1

Envelope Originator:

Certificate Pages: 1

Initials: 1

Sam Fuchs

AutoNav: Enabled

400 East 70th Street, 707

Envelopeld Stamping: Disabled

400 East 70th Street, 707

Time Zone: (UTC-08:00) Pacific Time (US & Canada)

New York, NY 10021

samfuchs@kw.com

IP Address: 64.207.219.72

Record Tracking

Status: Original

Holder: Sam Fuchs

Location: DocuSign

11/25/2020 9:55:32 AM

samfuchs@kw.com

Signer Events

Signature

Timestamp

Sam Fuchs

samfuchs@kw.com

Keller Williams

Security Level: Email, Account Authentication
(None)

Signature Adoption: Pre-selected Style
Using IP Address: 75.82.68.8

Sent: 11/25/2020 9:55:32 AM

Viewed: 11/25/2020 9:58:37 AM

Signed: 11/25/2020 9:59:11 AM

Freeform Signing

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

11/25/2020 9:55:32 AM

Certified Delivered

Security Checked

11/25/2020 9:58:37 AM

Signing Complete

Security Checked

11/25/2020 9:59:11 AM

Completed

Security Checked

11/25/2020 9:59:11 AM

Payment Events

Status

Timestamps