

Name: George Terence Balagia and Kailee Balagia  
Address: 90 West Street #9K , NY, NY10014

**Re: Exclusive Right To Lease - Unit#: 9K @ 90 WEST STREET, NY, NY 10014**

Dear Terence and Kailee

This will confirm that you have engaged NY Living Solutions, LLC. ("Broker"), as your Exclusive Right-To-Lease agent with the Exclusive Agency-To-Lease (including sublease) the above Premises.

1. You represent (select one):

- ☐ You are the owner of the Premises and authorized to rent the Premises without the consent of any other person.
- ☒ You are the tenant of the Premises, have received approval from the Owner of the building to sublease or assign your lease and will cooperate with Broker and any prospective tenant in obtaining the consent of the Owner.
- ☐ The Premises is a condominium unit, you are the owner, and you will cooperate with Broker and any prospective tenant in obtaining the Waiver of Right of First Refusal of the Condominium.
- ☐ The Premises is a cooperative unit, you are the holder of the proprietary lease for the Premises, and you will cooperate with Broker and any prospective tenant in obtaining the consent of the Cooperative.

Any rental or sale is subject to approval of the Landlord, Condominium, or Cooperative, as applicable, as well as your approval. You authorize Broker to contact the foregoing, or their managing agents, to verify the status of the Premises and all necessary approvals.

2. You authorize Broker to offer the Premises at a monthly rent of \$3750 for a term of \_\_\_\_12 Months, commencing on or about **JUNE 1<sup>ST</sup> 2015**
3. The Term of this Exclusive Right-To-Lease shall be \_\_\_\_30\_\_\_\_ days from the date you sign this Agreement. Thereafter the Term may be extended by mutual agreement of the parties, in writing or it shall become an open listing. A fee of the equivalent of one month's rent or 15% of the annual rent if it is a co broke and will be collected from the new tenant at signing.
4. You authorize Broker to advertise, photograph and show the Premises. Broker may host open houses for potential tenants and brokers. You authorize Broker to direct all marketing and agree that no other advertising or marketing, including listings on the Internet, shall be permitted unless Broker specifically authorizes them. Broker will advertise the Premises, including listing it on its web site, at its discretion. Broker's agent **ROBERT NICOL** will report activity to you on a regular basis and will accompany all potential tenants and co-brokers at the Premises.
5. Within three (3) business days after the expiration or termination of this Agreement, Broker will give you a list of no more than six (6) people who were introduced to the Premises by Broker during the Term. If a lease or contract of sale for the Premises is entered into with anyone on that list within ninety (90) days of the Term and has not paid the commission mentioned in paragraph 3 , you will owe us a commission as provided in this Agreement.

Page 2

- 6 You acknowledge that Broker has informed you of your obligations under the Federal Lead Paint Disclosure Law and that you are aware of your responsibility to ensure compliance therewith.
- 7 You hereby acknowledge that we conduct 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.
- 8 This Agreement represents and embodies the entire agreement between the parties and supersedes any previous oral or written agreements, discussions or understandings. This Agreement may only be amended or modified by a written document signed by the parties. This Agreement is binding upon both parties' successors and assigns.

Please sign below as confirmation of your agreement, retain a copy, and return a signed copy to Broker.

Sincerely,

NY Living Solutions, LLC

AGREED AND ACCEPTED TO:

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(Print) Date

Phone: \_\_\_\_\_

\_\_\_\_\_  
Signature

Name: \_\_\_\_\_  
(Print) Date

**Broker Of Record**

Signature: \_\_\_\_\_

Date: \_\_\_\_\_