

April 17, 2019

Valdomero Ltd.
P. O. Box 9, Shorthills, NJ 07078
Through
Cesareo Sanchez, Authorized Signatory
235 Hartshorn Drive
Shorthills, NJ 07078

RE: 2000 Broadway, Apartment 18B
Rental Exclusive Right to Lease Agreement

Dear Cesar:

Through Marion Bass, 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, within twenty-four hours from the date of your signature below, the cooperation of other licensed real estate brokers who are members of The Real Estate Board of New York who will act as agents for the prospective renters and to work with them on a cooperating basis. In the event another licensed real estate broker is involved in the transaction, we will split the commission with such broker.


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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 tenant, 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"), 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.


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Brown Harris Stevens Residential Sales, LLC
 1926 Broadway, New York, NY 10023 Tel 212-588-5600

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- 12. This Agreement will remain in effect from April 17, 2019 through August 31, 2019.
- 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: \$7,950 per month

ACCEPTED & AGREED:

BY: 
Kevin Kovesci
Executive Vice President
Managing Director of Sales

DATE: 5/1/19

Valdomero Ltd.

BY: 
Cesareo Sanchez

DATE: 4/30/19

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formed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the landlord and the tenant. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the tenant and landlord. An agent acting as a dual agent must explain carefully to both the landlord and tenant that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the landlord and tenant are giving up their right to undivided loyalty. A landlord and tenant should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency by indicating the same on this form.

Dual Agent with Designated Sales Agents

If the tenant and the landlord provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate

a sales agent to represent the tenant and another sales agent to represent the landlord. A sales agent works under the supervision of the real estate broker. With the informed consent in writing of the tenant and the landlord, the designated sales agent for the tenant will function as the tenant's agent representing the interests of and advocating on behalf of the tenant and the designated sales agent for the landlord will function as the landlord's agent representing the interests of and advocating on behalf of the landlord in the negotiations between the tenant and the landlord. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A landlord or tenant should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by [Marion Bass] of Brown Harris Stevens Residential Sales, LLC, a licensed real estate broker acting in the interest of the:

Landlord as a (check relationship below)

Tenant as a (check relationship below)

Landlord's agent

Tenant's agent

Broker's agent

Broker's agent

Dual agent

Dual agent with designated sales agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

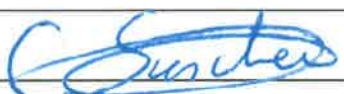
Advance informed consent dual agency

Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: _____ is appointed to represent the tenant; and _____ is appointed to represent the landlord in this transaction.

I, Cesar Sanchez, authorized signatory of Valdomero Ltd., acknowledge receipt of a copy of this disclosure form:

signature of Landlord(s) and/or Tenant(s):



Date: 4/19/19

Date: _____

FORM FOR LANDLORD



New York State
DEPARTMENT OF STATE
Division of Licensing Services
P.O. Box 22001
Albany, NY 12201-2001

Customer Service: (518) 474-4429
www.dos.state.ny.us

New York State Disclosure Form for Landlord and Tenant

THIS IS NOT A CONTRACT

New York State law requires real estate licensees who are acting as agents of landlords and tenants of real property to advise the potential landlords and tenants with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.

Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.

If you need legal, tax or other advice, consult with a professional in that field.

Disclosure Regarding Real Estate Agency Relationships

Landlord's Agent

A landlord's agent is an agent who is engaged by a landlord to represent the landlord's interest. The landlord's agent does this by securing a tenant for the landlord's apartment or house at a rent and on terms acceptable to the landlord. A landlord's agent has, without limitation, the following fiduciary duties to the landlord: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A landlord's agent does not represent the interests of the tenant. The obligations of a landlord's agent are also subject to any specific provisions set forth in an agreement between the agent and the landlord. In dealings with the tenant, a landlord's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

Tenant's Agent

A tenant's agent is an agent who is engaged by a tenant to represent the tenant's interest. The tenant's agent does this by negotiating the rental or lease of an apartment or house at a rent and on terms acceptable to the tenant. A tenant's agent has, without limitation, the following fiduciary duties to the tenant: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A tenant's agent does not represent the interest of the landlord. The obligations of a tenant's agent are also subject to any specific provisions set forth in an agreement between the agent and the tenant. In dealings with the landlord, a tenant's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the tenant's ability and/or willingness to perform a contract to rent or lease landlord's property that are not consistent with the agent's fiduciary duties to the tenant.

Broker's Agents

A broker's agent is an agent that cooperates or is engaged by a listing agent or a tenant's agent (but does not work for the same firm as the listing agent or tenant's agent) to assist the listing agent or tenant's agent in locating a property to rent or lease for the listing agent's landlord or the tenant agent's tenant. The broker's agent does not have a direct relationship with the tenant or landlord and the tenant or landlord can not provide instructions or direction directly to the broker's agent. The tenant and the landlord therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or tenant's agent do provide direction and instruction to the broker's agent and therefore the listing agent or tenant's agent will have liability for the acts of the broker's agent.

Dual Agent

A real estate broker may represent both the tenant and the landlord if both the tenant and landlord give their in-