

COMPASS

LISTING AGREEMENT - EXCLUSIVE RIGHT TO LEASE AGREEMENT

Re: Exclusive Right to Lease
117 7th Ave S, New York, NY 10014

117 7th Avenue South, Penthouse
(the "Property")

Dear **Steven Bensusan:**

This exclusive right to lease agreement (the "**Agreement**") confirms that you have engaged Compass RE NY, LLC d/b/a Compass ("**Broker**") as your exclusive broker with the exclusive right to lease (including sublease) the above Property ("**Exclusive Right to Lease**").

1. You ("**you**" or "**Landlord**") represent (select one):

You are the owner of the Property and authorized to rent the Property without the consent of any other person.

The Property is a cooperative unit, you are the holder of the proprietary lease for the Property, and you will cooperate with Broker and any prospective subtenant in obtaining the consent of the cooperative unit's board of managers or directors, as applicable.

The Property 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.

You are the tenant of the Property, have received approval from the owner of the Property to sublease or assign your lease and will cooperate with Broker and any prospective tenant in obtaining the consent of the owner.

2. 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 Property and obtain all necessary approvals.

3. This Agreement is effective on the date the agreement is fully executed through **7/16/2025** (the "Term"), after which the Term may be extended by mutual written consent of the parties.

4. You authorize Broker to offer the Property at a monthly rent of **\$35,000** for a lease term of **12** months, commencing on or about **1/16/2025**

5. You authorize Broker to advertise, photograph and show the Property. Broker will advertise the Property, including listing it on its website, at its discretion, and may host open houses for potential tenants and cooperating brokers. You agree that no other advertising or marketing by you or a third party, including listings on the Internet, shall be permitted unless Broker specifically authorizes them. Broker's agent(s), **Jason Haber** will report activity to you on a regular basis and will accompany potential tenants and co-brokers at the Property.

6. You acknowledge that as a member of The Real Estate Board of New York (“REBNY”), Broker is required to simultaneously disseminate the listing to other licensed real estate brokers who are members of REBNY through the RLS upon publicly marketing or any showing of the Property.
7. During the Term, you agree to refer to Broker all inquiries, proposals and offers received by you regarding the Property, including but not limited to those from principals and other brokers, and you agree to conduct all negotiations with respect to the lease or other disposition of the Property solely and exclusively through Broker.
8. **Compensation. Commissions are negotiable and not set by law.** You and Broker agree that if and when a lease for the Property is fully executed, Broker will seek to be paid its commission directly from the Tenant. If you lease the Property to anyone you have not referred to Broker, you agree to pay Broker the agreed upon commission of % of the annual (initial term)’s gross rent.
9. **Broker Compensation if Sold.** If (i) the Property is sold to any person or entity during the Term, or if (ii) a tenant procured by Broker, or tenant’s related or affiliated individual, or entity, enters into a contract of sale for the Property and subsequently closes, whether by sale, exchange or otherwise (whether during the Term or any time thereafter), you agree to pay Broker a fee of % of the total sale price of the Property.
10. Broker will provide you with a list of no more than six (6) individuals introduced to the Property during the Term (each a “Protected Tenant”) within seven (7) business days of the Term’s end. If a lease or contract of sale for the Property is entered into with anyone on that list or with their related parties (individuals or entities) within ninety (90) days of the Term’s end, you will pay Compass the Landlord Commission set forth above. You agree that if a new exclusive agreement is executed with another exclusive broker (the “New Exclusive Broker”), you will notify the New Exclusive Broker of this provision and Broker 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.
11. Broker represents you pursuant to this Agreement. If another agent of Broker represents the tenant in the lease of the Property, you acknowledge and agree that Broker will be a dual agent in said transaction with designated agents representing each of you and the tenant. Furthermore, please note that Broker will represent said tenant when showing the listings of other real estate brokerages. Pursuant to section 443 of Article 12 of the New York Property Law, you hereby consent to dual agency should that situation arise.
12. An Exclusive Right to Lease means that if you, the owner of the Property, find a tenant for the Property, or if another broker finds a tenant, you must pay the agreed upon commission to Broker. An “exclusive agency” means that if you, the owner of the Property, find a tenant, you will not have to pay a commission to Broker. However, if another broker finds a tenant, you will owe a commission to both the leasing broker and to Broker. This Agreement grants Broker an Exclusive Right to Lease.
13. 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.
14. You understand and agree that after a lease has been signed, Broker shall have no liability to you with respect to the tenant’s occupancy of the Property, the condition of the Property, or any other claim relating to the Property. Any dispute with the tenant is between you and the tenant.
15. Broker conducts business in accordance with all federal, state and local fair housing laws.
16. PURSUANT TO THE REAL PROPERTY LAW SECTION 294-B, EFFECTIVE JANUARY 1, 2009,

COMPASS WILL HAVE THE RIGHTS SET FORTH IN REAL PROPERTY LAW SECTION 294-B, WHICH PROVIDES THAT AT THE TIME OF CLOSING, YOU MAY BE REQUIRED TO DEPOSIT THE TOTAL COMMISSION WITH THE COUNTY CLERK IN THE EVENT THAT YOU DO NOT PAY THE TOTAL COMMISSION AS SET FORTH HEREIN. YOUR OBLIGATION TO DEPOSIT THE TOTAL COMMISSION WITH THE COUNTY CLERK MAY BE WAIVED BY COMPASS AND ANY CO-BROKER, IF APPLICABLE.

17. Each party agrees to submit to binding arbitration through the American Arbitration Association in New York City for any disputes arising under the terms of this Agreement. This Agreement shall be governed and interpreted pursuant to the laws of the State of New York.
18. 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 both parties and is binding upon both parties' successors and assigns. No delay or omission by Broker in exercising any right under this Agreement will operate as a waiver of that or any other right. A waiver or consent given by Broker on any one occasion is effective only in that instance and will not be construed as a bar to or waiver of any right on any other occasion. In case any provision of this Agreement shall be invalid, illegal or otherwise unenforceable, the validity, legality and enforceability of the remaining provisions shall in no way be affected or impaired thereby.
19. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one document. Any signature delivered by facsimile or by e-mail shall create a valid and binding obligation of the party that signed (or on whose behalf such signature is executed) with the same force and effect as if such signature page were an original thereof.

AGREED AND ACCEPTED TO:

Steven Bensusan

Landlord's Signature

01/17/2025

Sarah Drfinsky

Compass Authorized Signatory

01/17/2025

Landlord's Signature

Jason Haber

Compass Agent's Signature

Jason Haber

01/16/2025



New York State Housing and Anti-Discrimination Disclosure Form

Federal, State and local Fair Housing and Anti-discrimination Laws provide comprehensive protections from discrimination in housing. It is unlawful for any property owner, landlord, property manager or other person who sells, rents or leases housing, to discriminate based on certain protected characteristics, which include, but are not limited to **race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, age, disability, marital status, lawful source of income or familial status**. Real estate professionals must also comply with all Fair Housing and Anti-discrimination Laws.

Real estate brokers and real estate salespersons, and their employees and agents violate the Law if they:

- Discriminate based on any protected characteristic when negotiating a sale, rental or lease, including representing that a property is not available when it is available.
- Negotiate discriminatory terms of sale, rental or lease, such as stating a different price because of race, national origin or other protected characteristic.
- Discriminate based on any protected characteristic because it is the preference of a seller or landlord.
- Discriminate by “steering” which occurs when a real estate professional guides prospective buyers or renters towards or away from certain neighborhoods, locations or buildings, based on any protected characteristic.
- Discriminate by “blockbusting” which occurs when a real estate professional represents that a change has occurred or may occur in future in the composition of a block, neighborhood or area, with respect to any protected characteristics, and that the change will lead to undesirable consequences for that area, such as lower property values, increase in crime, or decline in the quality of schools.
- Discriminate by pressuring a client or employee to violate the Law.
- Express any discrimination because of any protected characteristic by any statement, publication, advertisement, application, inquiry or any Fair Housing Law record.

YOU HAVE THE RIGHT TO FILE A COMPLAINT

If you believe you have been the victim of housing discrimination you should file a complaint with the New York State Division of Human Rights (DHR). Complaints may be filed by:

- Downloading a complaint form from the DHR website: www.dhr.ny.gov;
- Stop by a DHR office in person, or contact one of the Division’s offices, by telephone or by mail, to obtain a complaint form and/or other assistance in filing a complaint. A list of office locations is available online at: <https://dhr.ny.gov/contact-us>, and the Fair Housing HOTLINE at (844)-862-8703.

You may also file a complaint with the NYS Department of State, Division of Licensing Services. Complaints may be filed by:

- Downloading a complaint form from the Department of State’s website https://www.dos.ny.gov/licensing/complaint_links.html
- Stop by a Department’s office in person, or contact one of the Department’s offices, by telephone or by mail, to obtain a complaint form.
- Call the Department at (518) 474-4429.

There is no fee charged to you for these services. It is unlawful for anyone to retaliate against you for filing a complaint.



Division of Licensing Services

New York State
Department of State, Division of Licensing Services
(518) 474-4429
www.dos.ny.gov

New York State
Division of Consumer Rights
(888) 392-3644

New York State Housing and Anti-Discrimination Disclosure Form

For more information on Fair Housing Act rights and responsibilities please visit <https://dhr.ny.gov/fairhousing> and <https://www.dos.ny.gov/licensing/fairhousing.html>.

This form was provided to me by Jason Haber (print name of Real Estate Salesperson/
Broker) of Compass (print name of Real Estate company, firm or brokerage)

(I)(We) Steven Bensusan

(Buyer/Tenant/Seller/Landlord) acknowledge receipt of a copy of this disclosure form:

Buyer/Tenant/Seller/Landlord Signature Steven Bensusan Date: 01/17/2025

Buyer/Tenant/Seller/Landlord Signature _____ Date: _____

Real Estate broker and real estate salespersons are required by New York State law to provide you with this Disclosure.



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 cannot 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 informed 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

New York State Disclosure Form for Landlord and Tenant

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 Jason Haber of Compass
(Print Name of Licensee) (Print Name of Company, Firm or Brokerage)

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 Jason Haber is appointed to represent the landlord in this transaction.

(I) (We) Steven Bensusan acknowledge receipt of a copy of this disclosure form:

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

Date: 01/17/2025

Date: _____