

LEASE ABSTRACT

Residential Lease — 3 Main St, Apt A, Purdys, NY 10578

Current Lease: Narvaez / Francis (Apr 2025)

DOCUMENT HISTORY

Original Rider	Dated May 7, 2023 — Between Joshua Barrow (Landlord) and Julia Borsari & Elizabeth Narvaez (Tenants). Executed May 8–13, 2024. Rider provisions survive and carry forward where applicable.
Current Lease	New York Residential Lease Agreement dated April 22, 2025 — Between Joshua Barrow (Landlord) and Elizabeth Narvaez & Dominique Francis (Tenants). Fully executed April 23, 2025.
Note	Rider terms govern over the base lease where any inconsistency exists. All Rider provisions incorporated herein by reference.

PARTIES

Landlord	Joshua Barrow 10 David Drive, North Salem, NY 10560
Tenant(s) — Current	Elizabeth Narvaez (lizznarvaez@outlook.com) Dominique Francis (dominiquefranciss@gmail.com)
Prior Tenant (Rider)	Julia Borsari and Elizabeth Narvaez (original Rider, May 2023)
Obligations	Joint and several — all tenants personally liable under all terms and conditions

PREMISES

Address	3 Main St, Apt A, Purdys, NY 10578 Westchester County, New York
Use	Private residential dwelling only. No business, profession, or trade of any kind permitted.
Occupants	Elizabeth Narvaez and Dominique Francis only. No additional occupants without Landlord's prior written consent.
Parking	Two (2) parking spots included — located next to the yellow line nearest to the garage bay on the 3 Main St side of the parking area (per Schedule A)
Garage	Tenants have NO access to or use of the four-car garage located near the Premises
Rear Area	Tenants have continuous access to the larger fenced-in area in the back of the Premises. The smaller fenced-in portion (behind 1 Main St, Purdys) is off-limits at all times.
Basement	May be used for storage at tenants' risk only. Landlord bears no responsibility for any damage to tenant property stored in the basement.
Pets	One (1) cat approved. No other animals permitted without prior written Landlord approval.

Condition	Accepted "as is" — premises deemed in good, habitable condition at lease inception. Tenant responsible for maintaining premises in habitable state.
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TERM

Lease Term	13 months
Commencement Date	June 1, 2025
Expiration Date	June 30, 2026 (11:59 PM)
Early Move-In	Tenants may move in prior to June 1, 2025 only upon mutual written consent in a separate agreement
Holdover	If Tenant remains with Landlord's consent after expiration, a month-to-month tenancy is created at \$3,000.00/month, terminable upon 30 days' written notice by either party
Renewal Notice	Tenant must provide 90 days' written notice by certified mail of intent to renew. Failure to provide notice = Landlord will not renew.

RENT & FEES

Monthly Rent	\$2,650.00/month
Lease Period	June 1, 2025 – June 30, 2026
First Payment	\$2,650.00 due upon signing of Lease
Due Date	On or before the 1st day of each month
Payment Method	One lump sum via Venmo or Zelle only. No third-party checks accepted (except from Real Estate Brokers).
Late Fee (Rider)	\$130.00 added if rent not received by the 5th of the month; plus \$20.00/day after the 5th
Late Fee (Lease)	\$130.00 if any payment not made within 3 days of due date
Bounced Check Fee	\$50.00 per occurrence
Eviction Notice Fee	\$50.00 per posting
Security Deposit	\$2,650.00 (per Rider). Security may NOT be used to pay last month's rent under any circumstances. Returned only upon: (1) full term performance; (2) presentation of all paid utility bills.
Attorney's Fees	Tenant liable for all reasonable attorney's fees and legal expenses if Landlord must enforce Lease or collect rent

UTILITIES & SERVICES

Tenant Pays	All utilities and services: electricity, oil/heat, internet, telephone, oil burner service agreement, A/C service agreement, landscaping
Billing Method	All utilities remain in Landlord's name. Landlord invoices tenant directly with copy of bill. Tenant reimburses within 7 business days.

Tenant Names	Tenants are NOT required to put utilities in their own names, except for internet and telephone.
Snow Removal	Landlord: responsible for snow removal from the parking lot area at Landlord's sole cost. Tenant: responsible for snow removal from tenants' personal vehicles only.
Dumpster	Tenants may NOT use the on-site dumpster — reserved for USPS use only
Min. Temperature	Interior temperature must not drop below 55°F at any time

MAINTENANCE, REPAIRS & RULES

Tenant Responsibility	Tenant maintains premises and appurtenances in good sanitary condition at tenant's sole expense for the full term
Minor Repairs	Tenant responsible for all minor repairs including: leaking faucets, clogged drains, torn/missing screens, broken windows, door locks, and painting
Repair Deductible	Tenant assumes the first \$250.00 of ALL repairs (major or minor, regardless of fault). Major repairs require prior Landlord notification and consent.
Appliances & Filters	Tenant keeps all A/C, washer/dryer, and kitchen exhaust filters and ducts clean
Plumbing	Tenant keeps all plumbing in good order. Misuse of plumbing or septic system damage costs borne by Tenant. No sweepings, rubbish, feminine products, rags, or ashes may be deposited in drains.
Windows & Doors	Must be kept in good repair; not left open during inclement weather; not blocked in any way creating a fire hazard
Noise & Nuisance	Tenant must maintain order at all times; no loud or improper noises, noxious odors, or disturbance to other residents or neighbors
Laundry	No laundry, clothing, or sheets hung from windows, rails, porches, or balconies or dried in any yard area
Trash	Deposited in designated locations per municipality rules. No trash permitted on building exterior or common areas. Tenant bears any municipal violation fines.
Pest Control	Landlord may enter to inspect/spray. Tenant must cooperate. If tenant refuses, Landlord may enter forcibly; costs billed to Tenant as additional rent.
Smoke Detectors	Tenant must maintain smoke detectors and carbon monoxide detectors in good working order; check batteries regularly
No Sprinkler	Landlord notifies Tenant that the leased premises does NOT have a sprinkler system (per Real Property Law §231-a)

ALTERATIONS, IMPROVEMENTS & SURRENDER

Alterations	No alterations to the premises whatsoever without Landlord's prior written consent
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Wall Coverings	Sanitas, Wallclad, Formica, etc. may only be installed with written permission and a written agreement to restore at Tenant's cost upon termination
Painting	Tenant may not paint any wall, floor, door, or fixture without Landlord's prior written permission. Unauthorized painting billed to Tenant at full restoration cost.
Locks	Tenant may not change locks without Landlord's prior written consent. If changed with permission, Tenant must provide two (2) copies of each key to Landlord.
Blinds & Draperies	Blinds/draperies affixed to walls or window frames are considered attached to the residence and must remain upon vacating
Improvements	Any alterations/improvements become Landlord's property at Landlord's option, or Landlord may require restoration to original condition (excluding normal wear and tear)
Surrender	At expiration: premises returned in original condition, broom-clean. All belongings removed between 9:00 AM and 7:00 PM on expiration date. Keys returned to Landlord upon removal.
Move-Out	Tenant is NOT considered "moved out" until all persons, fixtures, and furniture are removed and Landlord has been presented with all paid utility bills
Restoration	Tenant removes all pictures, cabinets, mirrors, murals, and any other installations (even if installed with Landlord's consent) and restores affected portions at own expense
Forwarding Address	Tenant must provide Landlord with forwarding address in writing upon vacating

INSURANCE

Renter's Insurance	Tenant must maintain renter's insurance for the full term of the lease. Proof required upon signing.
Additional Insureds	Policy must name both "JBPM LLC" and "Joshua and Johna Barrow" as additional insureds
Tenant Indemnification	Tenant indemnifies, defends, and holds Landlord harmless from all claims and assertions of every kind and nature arising from Tenant's use of the Premises
Landlord Liability	Landlord is not liable for any damage or injury to Tenant, Tenant's family, guests, invitees, agents, or employees, or to goods/equipment on the Premises

PROHIBITED ITEMS & CONDUCT

Smoking	No smoking policy in all units of the premises
Flammable Substances	Absolutely no flammable substances permitted to be used or stored in or on the leased premises
Heaters	No kerosene or electric heaters permitted in or on the leased premises
Waterbeds	Not permitted

Narcotics / Drugs	Any reported complaints of sale or use of narcotics or illegal drugs: Landlord may immediately terminate the lease AND accelerate all remaining rental obligations through the end of the term
Hazardous Materials	No items of a dangerous, flammable, or explosive character that might increase fire risk or be considered hazardous by any responsible insurance company
Assignment / Subletting	Prohibited without prior written Landlord consent. Unauthorized subletting is null and void and may, at Landlord's option, terminate the Agreement.

DEFAULT & REMEDIES

Non-Rent Default	7 days' written notice from Landlord specifying non-compliance. If uncured, Landlord may terminate the Agreement.
Rent Default	7 days after rent is due. Landlord may declare entire remaining rent balance immediately due and payable and exercise all legal/equitable remedies.
Breach of Any Term	Breach of any term constitutes immediate acceleration of total annual rent. Tenant must vacate within 30 days.
Abandonment	Landlord may relet premises as agent for Tenant and hold Tenant liable for any rent deficiency. Any property left behind deemed abandoned.
Damage to Premises	If premises destroyed by casualty not caused by Tenant, Lease terminates. If partially untenable, Landlord may repair (with prorated rent abatement) or terminate.

LANDLORD ACCESS & INSPECTION

Right of Entry	Landlord may enter at all reasonable times upon reasonable notice to inspect, make repairs, show premises for sale/rent (within 90 days of expiration), or remove items not conforming to the Agreement
Pest Control Entry	Landlord or agent may enter forcibly if Tenant refuses or is absent; forced-entry costs billed to Tenant as additional rent

KEY PROVISIONS

Governing Law	State of New York
Notices	By certified mail, return receipt requested. To Landlord: Joshua Barrow, 10 David Drive, North Salem, NY 10560 To Tenant: Elizabeth Narvaez and Domenique Francis, 3 Main St, Apt A, Purdys, NY 10578
Subordination	Lease is subordinate to all mortgages, liens, and encumbrances now or hereafter placed on the Premises
Modifications	Lease may only be modified in writing signed by all parties. No oral amendments.
Joint & Several Liability	All tenants personally liable, jointly and severally, for all terms and conditions

Lead Paint Disclosure	See attachment to current Lease (April 2025)
Recording	Tenant may NOT record this Agreement on any public records. Recording shall, at Landlord's option, immediately terminate the Agreement.
No Sprinkler System	Premises does not have a sprinkler system (per NY Real Property Law §231-a)
Personal Guarantee	Tenants personally guarantee all lease obligations

This abstract is a summary only and is not a substitute for review of the full Lease Agreement and Rider. Rider terms control over the base Lease where inconsistent.