



SKYBRIZ LLC Rental Business Policy

Date: *June 1st, 2022*

Rental Business Policy:

This Rental Business Policy ("Policy") is entered into as of June 1st, 2022, by and between SKYBRIZ LLC and its affiliates ("Company", "we", "ours", "or", "us"), and its tenants ("Tenants", "renters", "Residents," "Occupants",). The following terms and conditions shall govern the rental business conducted by SKYBRIZ LLC

1. Introduction:

Welcome to SKYBRIZ LLC. This Rental Business Policy outlines the guidelines and expectations for residing in our properties, ensuring a pleasant and secure living environment for all tenants. Our mission is to provide rental accommodations that encapsulate comfort, legality, and respect, guided by federal, state, and local laws. This policy serves as a comprehensive guide for prospective tenants, current residents, and business partners.

2. Property Usage:

Tenants are expected to use the rented property in a responsible and lawful manner. Any illegal activities or disturbances that disrupt the peace of the community will result in immediate eviction.

3. Rent Payment:



Rent is due on the agreed-upon date each month. Late payments may incur fees as outlined in the lease agreement. Rent increases during month-to-month renewal periods will comply with New York State laws, requiring 30, 60, or 90-day notice based on the tenant's length of occupancy.

4. Payment Information and Procedures:

All rental payments should be made to SKYBRIZ LLC through our designated payment platform, TurboTenant. We reserve the right to change payment methods with advance notice to tenants. For any updates regarding payment methods and procedures, tenants will be notified in advance via email, mail, or through our official communication channels.

5. Pet Policy:

We are pleased to announce that we will now allow pets in our community. For detailed information, please refer to the "Pet Agreement."

6. Credit Reports and Debt Collection Agencies:

As part of our application process, we may request your consent to conduct a credit check to assess your creditworthiness. By applying for a rental property with us, you grant us permission to obtain your credit report from a reputable credit reporting agency. This report will be used solely for the purpose of evaluating your application for tenancy.



In the event of unpaid rental fees, damages, or other outstanding obligations as outlined in your lease agreement, we reserve the right to engage the services of a debt collection agency. Any costs incurred due to debt collection, including but not limited to collection agency fees, legal fees, and court costs, will be the responsibility of the tenant with the outstanding debt.

Non-compliance with financial obligations, including late or missed rental payments, may negatively impact your credit score. A poor credit history can affect your ability to secure future rental accommodations, obtain loans, or establish credit for various purposes. It is imperative that tenants fulfill their financial obligations promptly to maintain a positive rental history and avoid any adverse effects on their credit reports and financial prospects.

7. Data Privacy and Protection:

At SKYBRIZ LLC (“Company”), we take data privacy seriously, respecting and safeguarding your personal data in line with all applicable federal, New York State, and local laws. By providing your personal information, such as your name, email address, phone number, and other sensitive documents during the application process or your tenancy, you consent to the collection, use, and storage of this information as outlined in this policy.

Purpose of Data Collection

We collect your personal information solely for the purpose of processing your rental application, managing your tenancy, fulfilling legal obligations, and communicating important updates related to your lease and our services.

Data Security



Your personal data is stored securely in our systems. We employ industry-standard security measures to protect your information from unauthorized access, disclosure, alteration, and destruction.

Data Sharing

Personal data is shared with third parties only when necessary for maintenance, repairs, and operational functions of your tenancy or as required by law. These third parties are contractually bound to adhere to our privacy standards. We may share necessary information with various third-party partners, contractors, and agents who assist us in different aspects of our rental business, such as:

- a) **Turbotenant:** We utilize Turbotenant.com, a management platform, to streamline rental processes. Your information may be shared for application processing, lease signing, and maintenance requests.
- b) **RocketLawyer:** Occasionally, we use RocketLawyer.com for electronic signatures and other legal documents to facilitate seamless transactions. Your data might be shared securely with RocketLawyer during these processes.
- c) **Operational Partners:** We collaborate with other companies, contractors, and agents to enhance our services. Information may be shared with them to facilitate various aspects of your tenancy.
- d) **Non-Essential Services:** For non-essential services, we will seek your explicit consent before any data sharing occurs.
- e) **Legal Assistance:** For our legal needs, we may engage the services of our law firm. Access to your personal information by our legal partners will be strictly confined to what is necessary for ensuring compliance with the law, providing legal advice, or delivering other legal services pertinent to our business operations. Such access or disclosure of information will always be done in compliance with relevant legal standards and our binding contractual obligations to protect your privacy. Our law firm is equally bound by the same stringent privacy standards as outlined in this policy.

Data Retention



We retain your personal data only for as long as necessary to fulfill the purposes for which it was collected. Once your tenancy concludes, we will securely dispose of your data in accordance with applicable laws and regulations.

Your Rights

You are entitled to request access to and correction of your personal data in our possession. If you have any concerns about the use of your data, please contact us at the provided contact information.

Operational Consent

By continuing your tenancy with us, you acknowledge that you have read and understand our data privacy and protection practices as outlined in this policy.

8. Maintenance and Repairs:

At SKYBRIZ LLC, we are dedicated to ensuring that our properties are well-maintained, safe, and comfortable for our Tenants. To maintain a pleasant living environment, we have established the following guidelines regarding maintenance and repairs.

1) Reporting Maintenance Issues:

Tenants are responsible for promptly reporting any maintenance issues or necessary repairs to SKYBRIZ LLC. This includes, but is not limited to, plumbing problems, electrical issues, heating or cooling malfunctions, or any other damages within the property. Maintenance requests can be submitted through our designated platform or by contacting us.



2) Emergency Repairs:

In the event of emergencies such as pipe bursts, gas leaks, or fires, tenants should immediately contact 911, their local fire department, us, or the landlord. Prompt reporting ensures swift and appropriate response to safeguard everyone's safety and well-being.

3) Routine Maintenance:

SKYBRIZ LLC conducts regular inspections and routine maintenance to uphold the quality of our properties. Tenants are expected to cooperate with scheduled maintenance visits, ensuring access to necessary areas within the property.

Tenants are responsible for reporting any maintenance issues promptly.

The Company will handle repairs in a timely manner and ensure the property is well-maintained.

9. Damage to Property:

If the Property becomes damaged or destroyed to the extent that it becomes uninhabitable, either the Landlord or Tenant has the right to terminate this Agreement. This termination is effective as of the date on which such damage occurs, provided that written notice is given to the other party within 20 days of the occurrence of the damage.

However, if the damage results from the conduct or negligence of the Tenants or their guests or invitees, the Landlord has the right to terminate the Agreement. In such cases, the Tenants will be held responsible for all



losses, including, but not limited to, damage and repair costs, as well as loss of rental income.

10.Domestic Violence Termination Policy:

Tenants or household members who are victims of domestic violence have the right to terminate the lease. To exercise this right, tenants must:

1. Send a 30-day notice to SKYBRIZ LLC, stating the domestic violence situation and the inability to safely remain in the apartment.
2. Provide supporting documentation within 25 days, such as an order of protection, a law enforcement complaint, healthcare provider record, or verification from a qualified third party.

SKYBRIZ LLC must keep all documentation confidential. Violations of confidentiality may result in penalties. Upon lease termination, the tenant must vacate the apartment unless other lease-listed occupants choose to remain (Real Property Law § 227-c).

11.Snow Service and Lawn Care:

Starting January 1st, 2024, we will no longer offer snow removal and lawn care services. We encourage residents to make necessary arrangements for these services, especially during winter months.

12.Renter's Insurance Requirement:



Effective January 1st, 2024, all tenants are required to have renter's insurance. However, existing tenants with current leases will be exempt from this requirement until the end of their existing lease terms. For month-to-month tenants, you have 120 days from the effective date to obtain renter's insurance. Please note that failure to comply with this requirement may result in the need to vacate the unit.

13. Lead-Based Paint Disclosure and Maintenance:

In accordance with state and federal regulations, SKYBRY LLC is required to maintain the properties to minimize the risk of exposure to lead-based paint, especially for young children. While limits on lead levels in paint have been imposed by New York City since 1960, by New York State since 1970, and by the federal Consumer Product Safety Commission since 1978, older properties might still have paint with lead levels higher than these limits.

14. Indemnity Regarding Use of Property:

To the extent permitted by law, the Tenant agrees to indemnify, hold harmless, and defend the Landlord and the company manger, SKYBRIZ LLC from and against any and all losses, claims, liabilities, and expenses, including reasonable attorney fees, incurred by the Landlord in connection with the Tenant's possession, use, or misuse of the Property, except in cases of Landlord's own act or negligence.

The Tenant expressly releases the Landlord and SKYBRIZ LLC from any and all liability for loss or damage to the Tenant's property or effects, whether on the Property, in garages, storerooms, or any other location in or around



the Property, arising from any cause whatsoever. This includes but is not limited to damage caused by rain, plumbing leakage, fire, or theft, except in cases where such damage has been adjudged to be the result of the gross negligence of the Landlord, Landlord's employees, heirs, successors, assignees, and/or SKYBRIZ LLC.

15. Compliance with Regulations:

Tenant Responsibilities:

- a) Adherence to Laws: Tenants must comply with all applicable city, state, and federal laws, including the Rent Stabilization Code and Law.*
- b) Insurance Compliance: Tenants must follow all orders and regulations of Insurance Rating Organizations related to the property.*

SKYBRIZ LLC Responsibilities:

- a) Lead-Based Paint Disclosure: SKYBRIZ LLC must disclose any known lead-based paint hazards before a lease becomes effective. Warning statements must be included in leases for properties built before 1978.*
- b) Tenant Information: Provide tenants with a pamphlet on lead exposure prevention at lease commencement.*
- c) Lead-Safe Work Practices: Hire workers trained in lead-safe practices for any work that disturbs lead-based paint.*
- d) Local Ordinance Compliance: Adhere to additional local ordinances in cities like New York City, Rochester, and Buffalo.*
- e) Record Keeping: Maintain records of all notices, inspections, and repairs related to lead-based paint hazards.*



16.Right to Privacy:

Tenants have the fundamental right to privacy within their apartments. SKYBRIZ LLC must respect this privacy. However, there are specific circumstances under which SKYBRIZ LLC may enter a tenant's apartment:

- a) **With Prior Notice:** SKYBRIZ LLC may enter a tenant's apartment with reasonable prior notice and at a reasonable time, provided the tenant consents. This entry is permissible for routine maintenance, agreed-upon repairs, or services, or as outlined in the lease agreement.
- b) **Tenant's Consent:** If the tenant unreasonably withholds consent for a lawful entry, SKYBRIZ LLC may seek a court order to gain permission for entry.
- c) **Emergencies:** In emergency situations, such as a fire or water leak, where immediate action is necessary to prevent harm or damage, SKYBRIZ LLC may enter the apartment without the tenant's consent or prior notice.
- d) **Cable Television Facilities:** SKYBRIZ LLC is prohibited from interfering with the installation of cable television facilities, in accordance with Public Service Law § 228.

17.Emergency Contact Information:

Tenant (s) needs to provide us with emergency contact information. This information will be kept confidential and used only in case of emergencies.



Please fill out the enclosed form and return it to our office at your earliest convenience.

18. Military Termination:

In the event a tenant who is a member of the United States Armed Forces on extended active duty receives permanent change of station orders necessitating departure from the area where the Property is located, or is relieved from active duty, retires, separates from the military, or is ordered into military housing, they may terminate the lease agreement upon providing thirty (30) days' written notice to *SKYBRIZ LLC*. The tenant must also furnish a copy of the official orders, or a letter signed by their commanding officer, reflecting the change that warrants termination under this provision.

The tenant agrees to pay prorated rent for any days they occupy the dwelling past the first day of the month during which the termination occurs. Any security deposit will be promptly returned to the tenant, provided there are no damages to the Property.

19. Disabilities and Reasonable Accommodations:

Landlords are legally obligated to provide reasonable accommodations for tenants with disabilities, ensuring they have equal access to and use of housing accommodations. A "reasonable accommodation" refers to a policy or rule change directly related to a tenant's specific disability. It should not impose excessively high costs on the landlord or cause harm or discomfort to other tenants. Examples of reasonable accommodations include permitting a tenant



who is blind or has a psychological disability to have a guide dog or a companion animal, even if the building has a “no pets” policy (42 U.S.C.A § 3604(f)(3)).

20. Structural Modifications:

Additionally, landlords cannot refuse reasonable structural modifications of existing premises occupied by a tenant with a disability. These modifications are necessary to afford the tenant full use of the premises and are undertaken at the expense of the tenant. Such modifications may include building a ramp or installing grab bars in the bathroom. However, landlords can require tenants to agree to restore the interior of the premises to its original condition before the modification as a condition for granting permission (42 U.S.C.A. § 3604(f)(3)).

21. Liens:

The Tenant and anyone claiming through the Tenant are expressly prohibited from filing mechanics liens or any other type of lien on the Property. The act of filing this Agreement serves as notice that such liens will be considered invalid.

The Tenant further agrees to:

- 1. Provide actual advance notice to any contractors, subcontractors, or suppliers of goods, labor, or services that liens resulting from construction done by or for the Tenant will not be considered valid.*
- 2. Take all necessary steps to prevent the Property from being encumbered by liens arising from construction undertaken by or for the Tenant.*



22.Neighbor Dispute Resolution Form:

To promote a harmonious living environment, we have introduced a Neighbor Dispute Resolution Form. If you experience any issues with neighbors, please complete the form and submit it to our office. We are committed to fostering a respectful and friendly community for everyone.

23.Property Survey Form:

Your feedback is valuable to us. We will be providing a Property Survey Form for your suggestions and feedback. Your input will help us identify areas for improvement and enhance your living experience.

24.Binding Effect:

This policy, as stated herein, shall be binding upon the Tenant and all parties claiming under the Tenant, including but not limited to, their agents, employees, guests, and other occupants. The Tenant acknowledges receipt and understanding of this policy, and their continued occupancy of the Property constitutes acceptance and acknowledgment of the terms and conditions outlined herein.

25.Conclusion:

By choosing to reside in our properties, you agree to comply with these updated policies. SKYBRIZ LLC reserves the right to further amend these policies with notice.

26.Changes To This Policy.



SKYBRIZ LLC reserves the right to modify this Policy at any time. Tenants will be informed of any changes through written notices or electronic communication.

By continuing your tenancy with SKYBRIZ LLC, you acknowledge and accept the terms and conditions outlined in this Rental Business Policy.

Last Updated: August 2nd, 2024.

Please do not hesitate to contact our office at contact@skybriz.com or 315-960-1404 if you need clarification or assistance. We value your feedback and aim to make this transition as smooth as possible for everyone.

Thank you for your understanding and cooperation. We appreciate your cooperation in making our community a safe, comfortable, and pleasant place to live.