



SKYBRIZ LLC RENTAL BUSINESS POLICY

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Contact: contact@skybriz.com

For full tenant rights under New York State law, visit:

<https://ag.ny.gov/consumer-frauds/tenants-rights-guide>

1. Introduction

This Rental Business Policy has been established by SKYBRIZ LLC as a governing document for the standards, responsibilities, and procedures that apply to all individuals residing in, applying to, or occupying any property under the management or ownership of SKYBRIZ LLC and its affiliates. This document serves as a legally binding policy that supplements all lease agreements and is accessible to the public for the purpose of transparency. SKYBRIZ LLC is committed to fostering an equitable, lawful, and safe housing environment that complies with all applicable federal statutes, New York State Real Property Law, relevant city ordinances, and the best practices of modern property management. All tenants, co-tenants, applicants, and occupants are expected to review and comply with the conditions contained herein. The contents of this document reflect both the company's operational standards and its legal obligations and shall remain in effect until superseded by an updated version formally issued by the company.

2. Property Usage

Tenants are authorized to use their leased unit for residential purposes only. Under no circumstances shall any tenant engage in illegal, commercial, hazardous, or otherwise unauthorized use of the premises. Any activity that disrupts the peaceful enjoyment of neighbors, damages the property, or violates local, state, or federal law is considered a material breach of tenancy. Tenants may not use the premises for hosting commercial operations, parties that exceed legal occupancy limits, or illegal conduct of any kind. Violations, including but



not limited to drug distribution, weapon possession, unlawful subletting, or harassment of other tenants, may result in immediate lease termination, legal prosecution, and financial liability for damages.

3. Rent Payment

Rent shall be due and payable on the date specified in each tenant's lease agreement. Failure to pay in full by that date constitutes a delinquency. In accordance with New York State law, tenants occupying units under month-to-month agreements are entitled to formal written notice prior to any rental increase. Specifically, thirty (30) days' notice is required for tenancies under one year, sixty (60) days for those between one and two years, and ninety (90) days for those exceeding two years. All rent obligations remain enforceable regardless of payment platform or communication delays. Skybriz reserves the right to enforce late fees and initiate legal proceedings in response to unresolved delinquency.

4. Non-Payment of Rent

If rent is not received within five (5) calendar days of the due date, Skybriz LLC may issue a formal Five-Day Notice to Pay or Quit, as permitted under the New York Real Property Actions and Proceedings Law (RPAPL). If rent remains unpaid following this notice, Skybriz may commence summary proceedings for eviction without further warning. Tenants subject to such proceedings may incur court fees, legal expenses, and additional damages. Skybriz encourages proactive communication if a financial hardship arises but reserves the right to enforce lease terms in all cases of unresolved non-payment.

5. Payment Procedures

Unless otherwise instructed, all rent payments must be submitted through company-approved online payment platform. Tenants will be given no less than fifteen (15) days' written notice if the company transitions to a new rent collection system. Manual or offline payments (such as check or money order) are accepted



only with prior written approval from Skybriz LLC and may be subject to administrative processing delays.

6. Refunds and Overpayments

In the event a tenant overpays their rent, Skybriz LLC will issue a refund within fourteen (14) business days of receiving a written request and verifying the overpayment. Refunds will be processed via the original payment method or by check, depending on payment source. Skybriz reserves the right to conduct payment source verification before releasing funds and is not liable for delays resulting from third-party payment processors.

7. Pet Policy

Tenants who wish to have pets on the premises must receive prior written approval from management and execute a separate Pet Agreement. Breed, weight, and quantity restrictions may apply. Skybriz LLC reserves the right to deny pet requests that pose safety risks, maintenance burdens, or conflict with local housing codes. An additional deposit and/or monthly fee may be required. Unauthorized pets are grounds for penalties, cleaning fees, or lease termination.

8. Guest Policy and Subletting

Guests are permitted for short-term visitation; however, any individual residing in the unit for more than fourteen (14) consecutive days or a total of twenty-one (21) cumulative days in a calendar year must be approved in writing by Skybriz LLC. Unauthorized long-term guests or informal subleasing—including listings on Airbnb or similar platforms—are strictly prohibited. Violations may result in lease termination.

9. Smoking Policy



Smoking is prohibited inside all Skybriz-managed units, hallways, stairwells, and enclosed shared spaces. This includes the use of tobacco, cannabis, vaping products, and incense. Smoking is only permitted in designated outdoor areas, if such spaces exist. Tenants who violate this policy may be subject to lease termination, cleaning charges, and property damage fees.

10. Mold Prevention and Reporting

Tenants are expected to take reasonable steps to prevent mold accumulation by using ventilation fans, reporting leaks, and maintaining general cleanliness. Bathrooms and kitchens should remain dry and ventilated. Any signs of mold, water intrusion, or structural dampness must be reported to Skybriz immediately. Skybriz will investigate and remediate mold in compliance with New York State housing standards and health codes.

11. Credit Reports and Collections

By applying for tenancy, all applicants consent to the retrieval of credit reports and background information through third-party screening services. If a tenant fails to pay rent or causes financial damage to the property, Skybriz may report the delinquency to credit bureaus and engage third-party collection agencies. The tenant shall be responsible for all fees incurred in collection efforts, including legal fees and agency charges.

12. Data Privacy and Use

Skybriz LLC collects personal and financial data from tenants solely for the purpose of processing applications, administering leases, and managing tenant relationships. This information may be shared with third-party service providers involved in application processing, rent collection, document execution, property maintenance, and legal compliance. Data will not be sold or used for unrelated marketing purposes and will be stored securely. Tenants may request access to, correction of, or deletion of their data at any time in accordance with applicable privacy laws.



13. Maintenance and Habitability

Skybriz is committed to maintaining all rental properties in habitable condition, in accordance with New York Real Property Law § 235-b. This includes ensuring that each unit is free from conditions that threaten life, health, or safety. Tenants must promptly report maintenance issues through the appropriate communication channel. In the case of emergencies such as gas leaks, fire, or flooding, tenants should call 911 immediately and then notify management. Non-emergency repairs will be addressed within a reasonable timeframe. Skybriz reserves the right to enter the premises with at least twenty-four (24) hours' notice to perform necessary repairs or inspections.

14. Property Damage

In the event that a unit becomes damaged to the extent that it is rendered uninhabitable, and such damage was not the result of the tenant's actions or negligence, either the tenant or Skybriz LLC may terminate the lease with no less than twenty (20) days' written notice. However, if the cause of the damage is traced to the tenant, a guest, or any person acting under the tenant's invitation, the tenant shall be held liable for all associated repair costs, lost rental income, and restoration of the premises. Skybriz reserves the right to determine liability and assess damages accordingly, including pursuing legal action for restitution.

15. Domestic Violence Protection

Tenants who are victims of domestic violence, as defined under New York Real Property Law § 227-c, may terminate their lease without penalty upon submission of a thirty (30) day written notice and supporting documentation.

Acceptable documentation includes, but is not limited to, orders of protection, police reports, medical records, or written verification from a licensed social worker or domestic violence advocate. Skybriz LLC will keep all such records confidential and will not disclose information to third parties without the tenant's written consent or a court order.



16. Snow and Lawn Services

Effective January 1, 2024, Skybriz LLC is no longer responsible for snow removal or lawn care unless otherwise stated in writing. Tenants shall be responsible for maintaining clear and safe walkways and lawns in compliance with local property maintenance codes. Failure to comply with snow and lawn responsibilities may result in fines imposed by the municipality, which may be passed on to the tenant if due to tenant inaction.

17. Renter's Insurance

All tenants are required to carry renter's insurance for the duration of their tenancy. This policy must include coverage for personal belongings and liability protection. Existing tenants with signed leases before January 1, 2024, are exempt from this requirement until the expiration of their lease term. Month-to-month tenants are granted a grace period of one hundred twenty (120) days from January 1, 2024, to obtain proper coverage. Tenants who fail to maintain insurance may be considered in breach of policy and may be subject to non-renewal or termination of tenancy.

18. Lead Paint Disclosure

For properties built prior to 1978, Skybriz LLC will provide tenants with a federally approved "Protect Your Family from Lead in Your Home" pamphlet and disclose any known lead hazards in accordance with federal and New York State law. Repairs or renovations disturbing lead-based paint will only be carried out by certified professionals, and tenants will be notified of such work as required by the EPA and HUD regulations.

19. Smoke and Carbon Monoxide Detectors



Skybriz shall install and maintain smoke detectors and carbon monoxide detectors in compliance with New York State and municipal fire safety regulations. Tenants are responsible for testing these devices monthly and replacing batteries as needed. Any malfunction or damage must be reported immediately. Tampering with or disabling safety equipment is strictly prohibited and constitutes grounds for disciplinary action, up to and including eviction.

20. Indemnity Clause

To the fullest extent permitted by law, the tenant agrees to indemnify and hold harmless Skybriz LLC, its agents, and affiliates from any and all claims, losses, damages, or legal liability arising from the tenant's use of the property, except in cases of gross negligence on the part of Skybriz. This includes claims resulting from injury, theft, acts of God, or third-party actions occurring within the rental unit or on the property.

21. Fair Housing Compliance

Skybriz LLC is committed to providing equal housing opportunities and does not discriminate on the basis of race, color, national origin, religion, gender, gender identity, sexual orientation, age, familial status, disability, military status, marital status, immigration status, or lawful source of income. The company adheres strictly to the Fair Housing Act, New York State Human Rights Law, and any applicable city ordinances.

22. Legal Compliance

Skybriz adheres to all obligations under the federal Fair Housing Act, the New York State Real Property Law, the NYC Housing Maintenance Code (where applicable), the NYS General Obligations Law, and related housing and tenant protection statutes. Tenants are likewise required to follow all local, state, and federal laws applicable to their occupancy and conduct within the premises.



23. Right to Privacy

Tenants have the right to privacy within their homes. Skybriz LLC shall provide at least twenty-four (24) hours' written notice prior to entering a tenant's unit for repairs, inspections, or other lawful purposes, except in emergencies where immediate access is necessary to prevent harm, such as fire, gas leaks, or flooding. Entry without notice may also occur under court order.

24. Emergency Contact Requirement

Each tenant must provide at least one emergency contact upon move-in. This contact will be used solely for emergency notifications or as required by law. Skybriz will treat this information as confidential.

25. Military Termination

Tenants who are active members of the United States Armed Forces may terminate their lease without penalty by providing thirty (30) days' written notice and submitting a copy of their military orders. Acceptable circumstances include deployment, PCS transfer, move to base housing, or military discharge. This clause shall be interpreted in compliance with the Servicemembers Civil Relief Act (SCRA).

26. Disability Accommodations

Skybriz LLC provides reasonable accommodations to tenants with disabilities, including modifications to rules, procedures, or physical structures where necessary to afford equal access and use of the dwelling. Requests must be made in writing and may require supporting documentation from a medical professional. Accommodations must not impose undue hardship on the company or fundamentally alter the nature of the services provided.



27. Structural Modifications

Tenants with disabilities may request permission to make reasonable modifications to their units at their own expense. Skybriz may require tenants to restore the unit to its original condition upon move-out and may ask for a written agreement detailing this restoration as a condition of approval.

28. Liens Prohibited

Tenants and any contractors or service providers hired by tenants are expressly prohibited from filing mechanic's liens or other legal encumbrances against property owned or managed by Skybriz LLC. All work performed at the direction of the tenant must be paid in full by the tenant and acknowledged as separate from the landlord's responsibilities.

29. Neighbor Dispute Resolution

Skybriz promotes peaceful and respectful living environments. In the event of interpersonal conflicts between tenants, a formal Neighbor Dispute Resolution Form may be submitted. Skybriz will mediate disputes when necessary but reserves the right to remove tenants who create persistent disturbances or violate community standard.



30. Property Survey Form

Tenants may be asked to complete periodic surveys regarding their satisfaction with the property and services provided. Feedback is voluntary but encouraged, and may be used to improve operations and identify maintenance or community needs.

31. Promotional Email Enrollment

By submitting a rental application or executing a lease agreement with Skybriz LLC, tenants agree to be automatically enrolled in Skybriz's promotional and informational email list. Emails may include newsletters, updates, giveaways, educational material, and community news. Tenants may opt out at any time by clicking "unsubscribe" or notifying management in writing.

32. Digital Communications Consent

By applying for housing, executing a lease, or continuing tenancy, tenants consent to receive communications from Skybriz LLC via electronic means including email, SMS, or tenant portals. This includes legally binding notices, reminders, updates, and service communications. Tenants may revoke this consent only by submitting a written request to management.

33. Dispute Resolution Clause

Skybriz LLC encourages amicable and informal resolution of disputes. If a conflict arises that cannot be resolved internally, both parties agree to attempt non-binding mediation before initiating court action, unless such action is urgently required to preserve safety, property, or legal rights.



34. Security Deposit Handling

In accordance with New York General Obligations Law § 7-108, Skybriz LLC shall return a tenant's security deposit within fourteen (14) days after the termination of tenancy, accompanied by an itemized statement of any deductions. No deduction shall be made for normal wear and tear. Deposits are held in a segregated account and may not be commingled with operational funds.

35. Pre-Move-Out Inspection Right

Tenants have the right to request an inspection before moving out. If requested, Skybriz will perform an assessment and notify the tenant of any potential issues that would result in deductions from the security deposit. Tenants will be given an opportunity to cure these conditions prior to departure.

36. Language Accessibility

Skybriz LLC recognizes the diversity of its tenants and will provide translated versions or verbal summaries of this policy upon request for individuals with limited English proficiency. Such requests should be made in writing.

37. Changes to This Policy

Skybriz LLC reserves the right to update, modify, or replace this Rental Business Policy at any time. Tenants will be notified in writing or electronically of any substantial revisions. Continued occupancy following such notice shall constitute acceptance of the amended terms.

38. Acknowledgment



By using this website, renting a property managed by SKYBRIZ LLC, or accessing any of our services, you acknowledge that you have reviewed the **SKYBRIZ LLC Rental Business Policy** and agree to comply with its terms. This acknowledgment is binding whether you access the policy digitally or receive it as part of your lease process.