1. Cover Letter
2. Sublease Agreement
3. Sublease Application
4. Sprinkler Disclosure
5. Disclosure of Smoking Policy
6. Window Guard Notice
7. Bedbug Disclosure
8. Indoor Allergen Hazard Disclosure
9. Consent Form
10. Employer Reference Letter
11. Pay Stubs
12. Landlord/Managing Agent Reference Letter
13. Tax Returns + W-2's
14. Financial Statement
15. Personal Reference Letters
16. Professional Reference Letters
17. Applicants Release
18. Emergency Contact Information
19. Lender Approval Documents
20. Acknowledgment of Building Policies
21. Lead Paint Disclosure
22. Fire Safety Acknowledgement
23. Homeowner's Insurance Policy
24. Subtenant's Renter's Insurance Policy
25. Corporations Designation of Occupant
26. Current Shareholders Personal Information
27. Rules and Regulations
28. Pet Registration
29. Residential Flood Disclosure
30. Good Cause Eviction Notice

1. Cover Letter

Please refer to the attached for additional information.

AKAM Corporate Headquarters - NY
99 Park Avenue, 14th Flr
New York, NY 10016

Greetings from the AKAM Transfer and Closing Department! This is an exciting time as you look to purchase, sell, rent, or refinance your home and we hope to make the process as quick and effortless as possible.

In order for us to process your application as expeditiously as possible, please note the following:

1. The process entails you submitting all of the required documents and fees through Domecile and a thorough review by AKAM based on the buildings requirements and guidelines. Once the review is completed, the application is submitted to the Board for review and approval. We anticipate that your application will be reviewed and sent to the Board within 5 to 7 business days post submission.

2. To ensure timely processing, we request all documents listed on the application are submitted. Incomplete applications will be subject to delays and our processing times will be adhered to once the application is complete.

3. In addition, once an application has been submitted, please route all communication on the application through the Domecile platform so we can respond to you in a timely manner. Our typical response time is one business day.

Your designated Transfer Agent will be your point-person throughout the process; however, all packages are processed amongst the Transfers and Closings team to ensure that your application is processed with care and expediency. We strongly encourage you contact your designated Transfer Agent through the Domecile platform for guidance and support during the application process.

We also welcome your comments and feedback at feedback@akam.com!

Should you have any concerns during the application processing period, please feel free to reach out to me.

For those purchasing or renting, welcome to AKAM! We look forward to meeting and exceeding all your expectations, and if you are selling, it has been a pleasure to service your needs while we managed your home, and we wish you all the best!

Sincerely,

Jennifer Manghisi
Vice President, Transfer and Closing Department
Jmanghisi@akam.com

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AKAM Corporate Headquarters - NY
99 Park Avenue, 14th Floor
New York, NY 10016

Building Address: _____ Unit: _____

Cooperative Sublease Application

Packages are now processed digitally via Domecile:
https://akam.domecile.com/buildings

Thank you for your inquiry regarding the sublease of a unit at _____. In order for the Board of Directors to consider the applicant(s) as a bona fide applicant(s), the documentation outlined herein must be completed online through Domecile.

Please refer to the below guidelines and regulations to complete your package:

1. Incomplete packages will not be processed or sent to the Board. ALL DOCUMENTS MUST BE SUBMITTED AT ONE TIME. All common charges and sundry charges must be current.
2. Neither The Work Number nor any other third-party employment verification services are accepted. You must provide an employment verification letter or CPA letter which will verify/confirm salary and/or additional income.
3. If any documentation in your application is in a language other than English, this **documentation must be translated into English and certified** that the translation is accurate.
4. Social Security Numbers and Bank Account Numbers (excluding last four digits) should be removed or blacked out on Domecile. This includes references to any portion of the social security numbers in the following documents: Application, Bank Statements, Bank Reference Letters, Contract of Sale, Financials, Brokerage Statements, Tax Returns & W2s. **ONLY the credit authorization form should include Social Security Numbers.**

Document Requirements and Information:

1. Kindly refer to Domecile for the list of document requirements
2. Please insert a letter of explanation in place of any documentation that is not applicable.

Fee Schedule and Information:

1. Please refer to Domecile for the title and amounts of all application fees.
2. Arrears must be paid in full prior to submission to the Board.
3. All fees and deposits must be paid in full prior to any move-ins.

Need Assistance?

- For the application procedures, please contact: info@akam.com (212) 986-0001
- For the Domecile platform: info@domecile.com (800) 690-8299

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2. Sublease Agreement

Please upload a fully executed Lease Agreement (sample enclosed).

STANDARD FORM OF COOPERATIVE APARTMENT SUBLEASE

THE REAL ESTATE BOARD OF NEW YORK, INC.

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REBNY Coop 2019 Rev 7.19

PREAMBLE: This Sublease contains the agreements between Subtenant and Owner concerning the rights and obligations of each party. Subtenant and Owner have other rights and obligations which are set forth in government laws and regulations.

Subtenant should read this Sublease carefully. If Subtenant has any questions, or if Subtenant does not understand any words or statements herein; obtain clarification from an attorney. Once Subtenant and Owner sign this Sublease, Subtenant and Owner will be presumed to have read it and understood it completely. Subtenant and Owner admit that all agreements between Subtenant and Owner have been written into this Sublease except for obligations arising under the Cooperative Documents (as defined in Article 4). Subtenant understands that any agreements made before or after this Sublease was signed and not written into it will not be enforceable.

THIS SUBLEASE is made as of _____ (month) _____ (day) _____ (year) between

Owner, (hereinafter referred to as "Owner", "Sublessor" or "Sublandlord"), _____

whose address is _____, and

Subtenant, (hereinafter referred to as "Subtenant" or "Sublessee"), _____

whose address is _____.

Please note the following paragraphs that require a selection among alternative wording: 2, 2E, 37
Please note the following paragraphs that require redactions if inapplicable: 10D, 13C(ii), 13E, 26, 34C(i), 36, 37, 38, 39, 40, 41, 62, 63
Please note the following paragraphs that require the insertion of terms (and/or redact if inapplicable): 1, 2, 3A, 3B, 5, 10D, 13, 26, 34C, 37, 38, 41, Exhibit A (Memorandum Confirming Term), Exhibit B (Owner's Work) Exhibit C (Apartment Furniture)

1. APARTMENT AND USE

Owner agrees to sublease to Subtenant Apartment _____ (the "Apartment") on the _____ floor in the cooperative apartment building at _____ (the "Building"), Borough of _____, City and State of New York. Subtenants shall use the Apartment for living purposes only and for no other purpose (such restricted purposes includes, but are not limited to, any commercial activity or illegal or dangerous activity).

The Apartment may only be occupied by Subtenant and the following Permitted Occupants (and occupants as permitted in accordance with Real Property Law 235-f): _____.

Subtenant acknowledges that: (i) this Sublease may not commence until the occupancy of the Apartment by Subtenant and the Permitted Occupants has been approved by the Board of Directors of _____ (the "Apartment Corporation"), which also waives any first refusal rights that it may have with respect to this Sublease; and (ii) no other person other than Subtenant and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner and the Apartment Corporation, at the Owner's and the Apartment Corporation's sole discretion; and (iii) Subtenant's agreements as herein set forth constitute a substantial obligation of Subtenant and a material inducement for Owner to enter into this Sublease and, but for this inducement, Owner would not enter into this Sublease. If Subtenant violates any of the terms of this provision, the Owner shall have the right to restrain the same by injunctive relief and/or any other remedies provided for under this Sublease and at law and/or equity.

2. SUBLEASE COMMENCEMENT DATE; LENGTH OF SUBLEASE

The "Sublease Effective Date" is the date a fully executed Sublease is returned to Subtenant or Subtenant's representative by Owner or its representative. The "Sublease Commencement Date" is *MM/DD/YYYY*. Except as may be provided for otherwise in this Lease, the term (that means the length) of this Sublease will begin on the Sublease Commencement Date and will end on *MM/DD/YYYY* (the "Term"). Subtenant acknowledges that, notwithstanding anything to the contrary contained in this Sublease: (i) the Term of this Sublease may be reduced as provided for herein and (ii) the Term shall consist of the period beginning with the Sublease Commencement Date through and including, the date that is the last day of the month in which the ____ [one (1) year] ____ [two (2) year] [_____ (____) month(s)] **[CHOOSE ONE AND REDACT THE OTHER ALTERNATIVES]** anniversary of the Sublease Commencement Date occurs.

3. RENT

A. "Rent" is defined as the base rent due under this Sublease. Subtenant's monthly rent for the Apartment is _____ per month.

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Subtenant must pay Owner the Rent, in equal monthly installments, on the first day of each month either to Owner at the above address or at another place that Owner may inform Subtenant of by written notice.

When Subtenant signs this Sublease, Subtenant must pay by bank or cashier's check (or by electronic fund transfer, if instructed by Owner as described below) the following:

(i) one (1) months' Rent (i.e., _____);
(ii) the Security Deposit (in the amount stated in Article 5);
(iii) any and all fees required in the Sublease Package (as hereinafter defined) or by the Apartment Corporation (subject to Real Property Law 238-a); and
(iv) any commission due by Subtenant to the Brokers (as defined in Article 37 hereinafter) in connection with this Sublease.

B. If the Sublease Commencement Date shall not occur on the first day of a calendar month, the Rent for such calendar month shall be prorated on a per diem basis. Subtenant acknowledges and agrees that at Owner's request, a copy of all [bank or cashier's] checks and the sublease package required by the Apartment Corporation (the "Sublease Package") must be submitted with the signed Sublease to Owner's Attorney and/or Broker (as hereinafter defined in Article 37). Subtenant shall complete the Sublease Package in good faith and with reasonable diligence (and in any event no later than _____ , _____).

C. If the Sublease begins after the first day of the month, Subtenant must pay when Subtenant signs this Sublease one (1) full months' Rent and for the next full calendar month Subtenant shall pay a prorated Rent based on the number of days the Lease began after the first day of the month (for example, if the beginning date of this Sublease is the 16th day of the month, Subtenant would pay for fifteen (15) out of thirty (30) days, or one-half (1/2), of a full months' Rent for the second calendar month). In any event, if the Sublease Commencement Date shall not occur on the first day of a calendar month, the Term shall also include the remainder of the month in which the Sublease Commencement Date occurred.

D. Within five (5) business days after the request of Owner, at Owner's option, Subtenant shall return a document supplied by Owner (a "Memorandum Confirming Term") confirming the Sublease Commencement Date, the Rent Commencement Date (if different than the Sublease Commencement Date), the Sublease expiration date and any other material terms of this Sublease, certifying that Subtenant has accepted delivery of the Apartment and that the condition of the Apartment complies with Owner's obligations hereunder. Subtenant's failure to so deliver the Memorandum Confirming Term shall be considered a material default under this Sublease, however, Subtenant's failure to do so shall not affect the occurrence of the Sublease Commencement Date or the validity of this Sublease or alter the terms and provisions contained in the Memorandum Confirming Term if so delivered to Subtenant by Owner.

E. Subtenant may be required to pay other charges to Owner under the terms of this Sublease, such additional charges shall be referred to as "Additional Rent". Any Additional Rent must be paid by Subtenant to Owner upon the earlier of (i) the first day of the month immediately following the month said Additional Rent is billed to Subtenant or (ii) fifteen (15) days from the date Subtenant is billed for the Additional Rent. If Subtenant fails to pay the Additional Rent on time, Owner shall have the same rights against Subtenant as if Subtenant failed to pay Rent. Said Rent and Additional Rent must be paid in full in accordance with the foregoing, without deduction or offset and without the need for demand or notice from Owner. Except as may be provided for otherwise in this Article 3, all Rent and Additional Rent shall be payable to Owner by ____ [check], ____ [direct deposit] **[REDACT ANY FORM OF PAYMENT THAT IS INAPPLICABLE]** or such other form of payment as required by Landlord only. If by direct deposit, Owner shall provide Subtenant the necessary wiring instructions.

F. Subtenant shall be entitled to a five (5) day grace period for the payment of any sum of Rent or Additional Rent due under this Sublease. Any sum of Rent or Additional Rent not paid within five (5) days of the date due shall be subject to a late fee of the lesser of (i) $50.00, or (ii) five percent (5%) of the unpaid amount. Interest shall also be payable on the aforesaid late Rent or Additional Rent beginning thirty (30) days from the due date, such interest accruing at the lesser of (i) the maximum amount allowable by law, or (ii) one and one-half percent per month (1.5%), until the late Rent or Additional Rent is paid in full. There shall be a Fifty Dollar ($50.00) fee for any check which is dishonored or returned. Any late charge or interest charge shall be considered Additional Rent.

G. Owner need not give notice to Subtenant to pay Rent. Rent must be paid in full and no amount subtracted from it. The whole amount of Rent is due and payable as of the Sublease Commencement Date. Payment of Rent in installments is for Subtenant's convenience only. If Subtenant is in default under any of the terms and conditions of this Sublease, Owner may give notice to Subtenant that Subtenant may no longer pay Rent in installments and the entire Rent for the remaining part of the Term will then immediately be due and payable.

4. COOPERATIVE DOCUMENTS

Subtenant understands that the Apartment is part of an apartment corporation, and that this Sublease shall be subject and subordinate to: (i) the Proprietary Lease for the Apartment between Apartment Corporation, as lessor, and Owner, as lessee; (ii) the Rules and Regulations of the Apartment Corporation (which are sometimes called House Rules); and (iii) the By-Laws of the Apartment Corporation. (The Proprietary Lease, the Rules and Regulations and the By-Laws of the Apartment Corporation and all amendments thereto, including any amendments subsequent to the date hereof, are collectively called the "Cooperative Documents".) In the event of any inconsistency between the provisions of this Sublease and the Cooperative Documents, the provisions of the Cooperative Documents shall govern and be binding.

Subtenant and the Permitted Occupants of the Apartment shall faithfully observe and comply with the Cooperative Documents, other than the provisions of the Cooperative Documents required to be performed by Owner (which include the payment of common charges for the Apartment to the Apartment Corporation). Subtenant and the Permitted Occupants of the Apartment shall not undertake any action which, if performed by Owner, would constitute a violation of the Cooperative Documents. A violation of the Cooperative Documents by Subtenant or the Permitted Occupants shall be a default under this Sublease, for which Owner may pursue against Subtenant any and all remedies available at law and/or in equity, including but not limited to, the right of injunction and any other rights referred to in this Sublease. Subtenant has reviewed the Cooperative Documents or waived their examination.

5. SECURITY DEPOSIT

Subtenant is required to give Owner the sum of _____ (such amount not to exceed one (1) months' Rent pursuant to The

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Housing Stability and Tenant Protection Act of 2019) when Subtenant signs this Sublease as a security deposit (the "Security Deposit"). Owner will deposit this Security Deposit in _____ bank at _____, New York. This Security Deposit shall not bear interest, unless if otherwise required by applicable law. In the event that the Security Deposit shall earn interest, then in such event Owner shall be entitled to an administrative fee pursuant to applicable law.

If Subtenant carries out all of Subtenant's agreements in this Sublease and if Subtenant moves out of the Apartment and return it to Owner vacant, broom clean, and in the same condition it was in when Subtenant first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty through no fault of its own, Owner will return to Tenant the full amount of the Security Deposit, within fourteen (14) days after the later of (i) the date this Lease ends, or (ii) the date Tenant vacates the Apartment. However, if Tenant is in default of Tenant's obligations under this Lease and/or there are any damages to the Apartment beyond ordinary wear and tear or damage caused by fire or other casualty, Owner may keep all or part of the Security Deposit to cover reasonable repairs of such damage and Owner shall provide Tenant with an itemized statement indicating the basis for the amount of the Security Deposit retained within the aforementioned fourteen (14) day period. Furthermore, for sake of clarity and emphasis, (i) if Subtenant does not carry out all of Subtenant's obligations under this Sublease, Owner may keep all or part of the Security Deposit necessary to pay Owner for any losses incurred, including missed payments and (ii) Owner's retention of the Security Deposit as allowable under this Sublease shall not be deemed to be Owner's sole remedy for any default by Subtenant of Subtenant's obligations pursuant to the terms and conditions of this Sublease.

SUBTENANT ACKNOWLEDGES AND AGREES THAT THE SECURITY DEPOSIT CANNOT BE USED TOWARDS RENT OR ADDITIONAL RENT BY SUBTENANT. Notwithstanding anything to the contrary contained in this Sublease, if Owner shall apply all or any portion of Subtenant's Security Deposit to cure a default of Subtenant hereunder during the Term of this Sublease, Subtenant shall within five (5) business days, deposit with Owner that sum which shall be necessary to maintain the security in an amount equal to the Security Deposit as so required in this Article 5. Failure to replenish the Security Deposit in a timely manner shall be deemed a default under this Sublease.

If Owner sells the Apartment, Owner, at its sole option, will turn over Subtenant's security either to Subtenant or to the person buying the Apartment within five (5) days after the sale. Owner will then notify Subtenant, by registered, certified or overnight mail by a nationally recognized overnight courier, of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to Subtenant for the Security Deposit and the new owner will become responsible to Subtenant for the Security Deposit.

6. IF SUBTENANT IS UNABLE TO MOVE IN

Except as otherwise provided herein, Owner shall not be liable for failure to give Subtenant possession of the Apartment on the Sublease Commencement Date. Rent shall be payable as of the beginning of this Sublease Term unless Owner is unable to give Subtenant possession. A situation could arise which might prevent Owner from letting Subtenant move into the Apartment on the Sublease Commencement Date. If this happens for reasons beyond Owner's reasonable control, including the failure to obtain the Coop Waiver, Owner will not be responsible for Subtenant's damages or expenses and this Sublease will remain in effect. However, in such case, this Sublease will start on the Sublease Commencement Date and the ending date of this Sublease as specified in Article 2 will remain the same (unless otherwise mutually agreed to in writing by Subtenant and Owner). Subtenant will not have to pay Rent until the date possession is available, or the date Subtenant moves in, whichever is earlier (however, in no event shall Subtenant move in or take possession prior to the date Owner shall have given Subtenant notice that Subtenant may take possession of the Apartment). Owner will notify Subtenant as to the date possession is available. If Owner does not give Subtenant notice that possession is available within thirty (30) days after the Sublease Commencement Date, provided that Owner's failure to deliver possession is not due to a Subtenant delay, Subtenant may send a fifteen (15) day written termination notice (the "Termination Notice") to Owner, and if Owner is unable to deliver possession within fifteen (15) days of receipt of Subtenant's Termination Notice, this Sublease shall terminate and be of no further force and effect and all prepaid Rent, the Security Deposit and any other fees paid by Subtenant (except for non-refundable fees required in the Sublease package or by the Corporation) at the execution of this Sublease shall be promptly returned to Subtenant.

7. CAPTIONS

In any dispute arising under this Sublease, in the event of a conflict between the text and a caption, the text controls.

8. WARRANTY OF HABITABILITY

A. All of the sections of this Sublease are subject to the provisions of the Warranty of Habitability Law. Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.

B. Subtenant will do nothing to interfere with or make more difficult the Apartment Corporation's efforts to provide Subtenant and all other occupants of the Building with the required facilities and services. Any condition caused by Subtenant's misconduct or the misconduct of Subtenant Parties (as hereinafter defined) or anyone else under Subtenant's direction or control shall not be a breach by Owner.

9. CARE OF APARTMENT; END OF SUBLEASE-MOVING OUT

A. At all times during the Term of this Sublease, Subtenant will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. Subtenant shall, at Subtenant's own cost and expense, make all repairs caused or occasioned by Subtenant or Subtenant's agents, contractors, invitees, licensees guests, or servants (collectively hereinafter "Subtenant Parties"). In addition, Subtenant shall promptly notify Owner and/or the Building Superintendent/Building Manager in writing upon the occurrence of any problem, malfunction or damage to the Apartment. Subtenant will move out on or before the ending date of this Sublease and leave the Apartment in good order and in the same condition as it was when Subtenant first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of Subtenant.

B. CLEANING. Subtenant is required to use only non-abrasive cleaning agents in the Apartment. Subtenant is responsible for damage done by use of any improper cleaning agents.

C. If Subtenant fails to maintain the Apartment or make a needed repair or replacement as required hereunder, Owner may hire a professional and make such maintenance, repairs or replacements at Subtenant's sole cost and expense. Owner's reasonable expense will be payable by

Subtenant to Owner as Additional Rent within ten (10) business days after Subtenant receives a bill from Owner.

D. When this Sublease ends, Subtenant must remove all of Subtenant's movable property. Subtenant must also remove, at Subtenant's own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment Subtenant may have installed in the Apartment, even if it was done with Owner's consent. If the Apartment Corporation imposes any "move-out" deposits or fees, Subtenant shall pay any such deposit or fee when requested by the Apartment Corporation. Subtenant must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. Subtenant has not moved out until all persons, furniture and other property of Subtenant's is also out of the Apartment. If Subtenant's property remains in the Apartment after the Sublease ends, Owner may either treat Subtenant as still in occupancy and charge Subtenant for use, or may consider that Subtenant has given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at Subtenant's expense. Subtenant agrees to pay Owner for all costs and expenses incurred in removing such property. The provisions of this Article will continue to be in effect after the end of this Sublease.

E. Except as provided for otherwise in Article 38 of this Sublease, in the event that (i) Owner intends to offer to renew this Sublease with a Rent increase equal to or greater than five (5%) percent above the then current Rent, or (ii) Owner does not intend to renew this Sublease, Owner shall provide Subtenant written notice as follows:

(i) If Subtenant has occupied the Apartment for less than one (1) year and does not have a Sublease Term of at least one (1) year, Owner shall provide at least thirty (30) days' notice;
(ii) If Subtenant has occupied the Apartment for more than one (1) year but less than two (2) years, or has a Sublease Term of at least one (1) year but less than two (2) years, Owner shall provide at least sixty (60) days' notice; or
(iii) If Subtenant has occupied the Apartment for more than two (2) years or has a Sublease Term of at least two (2) years, Owner shall provide at least ninety (90) days' notice.

F. Within a reasonable time after notification of either party's intention to terminate this Sublease, unless Subtenant provides less than two (2) weeks' notice of Subtenant's intention to terminate, Owner shall notify Subtenant in writing of Subtenant's right to request an inspection before vacating the Apartment. Subtenant shall have the right to be present at said inspection. Subject to the foregoing, if Subtenant requests such inspection, the inspection shall be made no earlier than two (2) weeks and no later than one (1) week before the end of the tenancy. Owner shall provide at least forty-eight (48) hours written notice of the date and time of the inspection. After the inspection, Owner shall provide Subtenant with an itemized statement specifying repairs, cleaning or other deficiencies that are proposed to be the basis of any deductions from the Security Deposit. If Subtenant requests such inspection, it shall be given an opportunity to remedy any identified deficiencies prior to the end of the tenancy (or, at Owner's sole option, Owner may remedy such identified deficiencies at Subtenant's sole cost and expense as described hereinafter). Any and all repairs or alternations made to the Apartment as a result of said inspection shall be at its sole cost and expense. Said repairs must be approved by Owner and shall be performed, at Owner's sole option by (i) licensed and adequately insured Subtenant's contractors in a good and skillful manner with materials of quality and appearance comparable to existing materials and approved by Owner or (ii) by Owner's contractor(s).

10. CHANGES AND ALTERATIONS TO APARTMENT

A. Subtenant cannot build in, add to, change or alter, the Apartment in any way, including, but not limited to, installing, changing or altering any paneling, wallpaper, flooring, "built in" decorations, partitions, railings, paint, carpeting, plumbing, ventilating, air conditioning, electric or heating systems, without first obtaining the prior written consent of Owner which may be withheld in Owner's sole discretion (and, if consent to do so is required under the Proprietary Lease, the Apartment Corporation. If Owner's consent (and the Apartment Corporation, if applicable) is given, the alterations and installations shall become the property of Owner when completed and paid for by Subtenant. They shall remain with and as part of the Apartment at the end of this Sublease Term. Notwithstanding the foregoing, Owner has the right to demand that Subtenant remove the alterations and installations at the end of the Sublease Term, and in such case Subtenant shall repair all damage resulting from said removal and restore the Apartment to its original condition, including any holes in the wall or damage caused by the removal of any pictures, artwork or TV mounts hung by Subtenant on the walls. Any and all work shall be performed by Subtenant in accordance with the terms and conditions of this Sublease and in accordance with all applicable laws, rules, regulations and codes of any governmental or quasi-governmental entity. Subtenant's contractor shall also supply, on prior written notice as provided for in the Cooperative Documents (but in any event on no less than seven (7) business days prior notice), before performing any such work, a certificate of insurance naming Owner, the Apartment Corporation and the Building's managing agent (if applicable) as additional insured.

B. Without Owner's and/or the Apartment Corporation's prior written consent, Subtenant cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's and/or the Apartment Corporation's opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other occupants of the Building. Also, Subtenant cannot place in the Apartment water-filled furniture.

C. If a lien is filed on the Apartment or Building due to Subtenant's fault, Subtenant must promptly pay or bond the amount stated in the lien. Owner may pay or bond the Lien if Subtenant fails to do so within ten (10) days after Subtenant has written notice about the lien, in which case, Owner's costs shall paid by Subtenant as Additional Rent.

D. APPROVED ALTERATIONS. ***[REDACT IF INAPPLICABLE]*** Anything contained herein to the contrary notwithstanding, provided that Both Owner and Subtenant have acknowledged their agreement to the following by each party affixing their initials immediately below this provision, Owner hereby consents to the following alterations to be performed by Subtenant, at Subtenant's sole cost and expense, but for the sake of clarity and emphasis (1) all other terms and conditions of this Sublease (including, without limitation, the terms and conditions contained in this Article 10 hereof) shall still apply, and (2) all work shall be performed in accordance with the Apartment Corporation Documents:

_____

_____

Owner Initial: _____ Subtenant Initial: _____

11. SUBTENANT'S DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND RULES

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A. GOVERNMENT LAWS AND ORDERS. Subtenant will obey and comply: (i) with all present and future city, state and federal laws, rules, regulations and codes of any governmental or quasi-governmental entity or body which affect the Building or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the Apartment and the Building. Subtenant will not allow any windows in the Apartment to be cleaned from the outside, unless the prior written consent of the Apartment Corporation is obtained.

B. APARTMENT CORPORATION'S RULES AFFECTING SUBTENANT. Subtenant will obey all of the Cooperative Documents other than the provisions of the Cooperative Documents required to be performed by Owner.

C. SUBTENANT'S RESPONSIBILITY. Subtenant is responsible for its behavior, the Permitted Occupants of the Apartment, the Subtenant Parties and any other people who are visiting Subtenant. Subtenant will reimburse Owner as Additional Rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because Subtenant, the Permitted Occupants of the Apartment, the Subtenant Parties or any other people visiting the Apartment, have not obeyed applicable laws, rules, regulations, and codes of any governmental or quasi-governmental entity, the Cooperative Documents or this Sublease.

12. OBJECTIONABLE CONDUCT

Subtenant, the Permitted Occupants of the Apartment, the Subtenant Parties or any other people visiting the Apartment will not engage in objectionable conduct at the Building. Objectionable conduct ("Objectionable Conduct") means behavior which makes or will make the Apartment or the Building less fit to live in for Subtenant or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartment, or causes conditions that are dangerous, hazardous, unsanitary or detrimental to other occupants of the Building, or anything which violates the Cooperative Documents. Objectionable Conduct by Subtenant, the Subtenant Parties, or any other people visiting the Apartment, gives Owner the right to end this Sublease on six (6) days written notice to Subtenant that this Sublease will end.

13. SERVICES AND FACILITIES

A. REQUIRED SERVICES. The Apartment Corporation (or Owner, as the case may be) will provide (i) cold and hot water and heat, as required by law; (ii) repairs to the Apartment not caused by Subtenant (subject to the terms and conditions of this Sublease), the Subtenant Parties any other people visiting the Apartment, as required by the Proprietary Lease; (iii) elevator service if the Building has elevator equipment; and the utilities, if any, included in the Rent, as set forth in subparagraph B below. Subtenant is not entitled to any Rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

B. The following utilities are included in the Rent: _____

C. ELECTRICITY AND OTHER UTILITIES. Subtenant acknowledges and understand that Owner has no obligation to supply or liability in connection with utilities or services in or to the Apartment (except as may be provided for otherwise in this Lease). Subtenant shall be responsible, at Subtenant's sole cost and expense, for securing, air conditioning, electricity, gas, cable, phone, and all other utilities and services (except as may be provided for otherwise in this Sublease).

(i) Subtenant shall contract directly with the appropriate utility provider for all aforementioned services (not including the utilities included in the Rent as provided for in subparagraph B).

(ii) Notwithstanding anything to the contrary contained in this Lease, the Apartment Corporation provides the following services _____ for a separate, sub-metered charge. It is covenanted and agreed by Subtenant that all the aforesaid costs and expenses shall be paid by Subtenant to Owner within five (5) days after rendition of any bill or statement to Subtenant therefor ***[INSERT UTILITIES FURNISHED BY THE APARTMENT CORPORATION ON A "SUBMETERING" BASIS OR REDACT IF INAPPLICABLE].***

D. Stopping or reducing of service(s) will not be reason for Subtenant to stop paying Rent, to make a money claim or to claim constructive eviction. Damage to the equipment or appliances supplied by Owner, caused by Subtenant or the Subtenant Parties act(s), omissions or neglect, shall be repaired at its sole cost and expense. In the event that Subtenant fails to make such repairs within a reasonable period of time, Owner shall have the option to make such repairs at its expense and charge the same to Subtenant as Additional Rent. Damage to the equipment or appliances supplied by the Owner, which are not caused by Subtenant's negligence, acts or misuse, shall be promptly repaired by the Owner at the Owner's sole cost and expense. The Apartment Corporation or Owner may stop service of the plumbing, heating, elevator, air cooling or electrical systems, because of accident, emergency, repairs, or changes until the work is complete. Notwithstanding the foregoing, except in emergency situations, Owner shall provide Subtenant no less than twenty-four (24) hours prior written notice of any planned service stoppages. Owner shall take all necessary steps to ensure that service stoppages do not interfere with Subtenant's use and enjoyment of the Apartment.

E. APPLIANCES. Appliances supplied by Owner in the Apartment are for Subtenant's use. They shall be in working order on the date hereof and will be maintained and repaired or replaced by Owner, except if repairs or replacement are made necessary because of Subtenant's or the Subtenant Parties' negligence or misuse, Subtenant will pay Owner for the cost of such repair or replacement as Additional Rent. Notwithstanding anything to the contrary contained in this Sublease, provided the appliance in need of repair has been delivered in working order on the Sublease Commencement Date, Subtenant shall be responsible for the initial _____ in cost of such appliance's repair or replacement ***[REDACT IF INAPPLICABLE OR INSERT AMOUNT]*** Subtenant must not use a dishwasher, washing machine, dryer, freezer, heater, ventilator or other appliance unless installed by Owner or with Owner's prior written consent (in its sole discretion). Subtenant must not use more electric than the wiring or feeders to the Building can safely carry.

F. FACILITIES AND AMENITIES. If the Apartment Corporation permits Owner to use any storeroom, storage bin, laundry or any other facility located in the Building but outside of the Apartment (e.g., fitness center, resident lounge, roof deck, golf simulator, movie theater, swimming pool, spa, etc.), and provided such use is transferable to Subtenant by Owner pursuant to the Cooperative Documents, the use of any such facility will be furnished to Subtenant free of charge and at Subtenant's own risk. Subtenant will operate at its expense any coin operated appliances located in any such facility. Owner shall have no obligation to provide any of the aforementioned facilities or any type of doorman, attendant, porter or any other type of similar service at the Building, and Owner may discontinue same without being liable to Subtenant therefor or without in any way affecting this Sublease or the liability of Subtenant hereunder or causing a diminution of rent and the same shall not be deemed to be lessening or a diminution of facilities or services within the meaning of any law, rule or regulation now or hereafter enacted, promulgated or issued.

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14. INABILITY TO PROVIDE SERVICES

Because of a strike, labor, trouble, national emergency, repairs, or any other cause beyond Owner's and the Apartment Corporation's reasonable control, Owner and the Apartment Corporation may not be able to provide or may be delayed in providing any services or in making any repairs to the Apartment and/or the Building. In any of these events, any rights Subtenant may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

15. ENTRY TO APARTMENT

During reasonable hours and with reasonable notice, except in emergencies, Owner, Owner's representatives and agents or employees of the Apartment Corporation may enter the Apartment for the following reasons:

A To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; inspect; exterminate; install or work on master antennas or other systems or equipment; and to perform other work and make any and all repairs, alterations or changes Owner or the Apartment Corporation decide are necessary. Subtenant's Rent will not be reduced because of any of the foregoing.

B. To show the Apartment to potential buyers or lenders.

C. For ninety (90) days before the end of the Sublease Term, to show the Apartment to persons who wish to sublease it.

D. If, during the last month of the Sublease, Subtenant has moved out and removed all or almost all of Subtenant's property from the Apartment, Owner may enter the Apartment to make changes, repairs or redecorations. Subtenant's rent will not be reduced for that month and this Sublease will not be ended by Owner's entry.

E. If, at any time, Subtenant is not personally present to permit Owner, Owner's representatives or the agents and employees of the Apartment Corporation, to enter the Apartment and entry is necessary or allowed by law, under the Proprietary Lease or this Sublease, Owner, Owner's representatives or the agents and employees of the Apartment Corporation may nevertheless enter the Apartment. Owner, Owner's representatives or the agents and employees of the Apartment Corporation may enter by force in an emergency. Owner will not be responsible to Subtenant, unless during this entry, any authorized party is negligent or misuses Subtenant's property.

16. ASSIGNING; SUBLETTING; ABANDONMENT

A. ASSIGNING AND SUBLETTING. Subtenant cannot assign this Sublease or sublet all or part of the Apartment or permit any other person to use the Apartment (other than a Permitted Occupant) without the prior written consent of the Owner, which Subtenant acknowledges may be withheld by Owner in its sole and absolute discretion, for any reason or no reason. If Subtenant assigns this Sublease or sublet all or part of the Apartment and fail to obtain Owner's prior written consent, in addition to any and all other rights of Owner under this Sublease and at law and/or in equity, Owner has the right to cancel the Sublease. Subtenant must get Owner's written permission as provided for herein, each time Subtenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Subtenant remains bound to the terms of this Sublease after an assignment or sublet is permitted, even if Owner accepts money from the assignee or subtenant. The amount accepted will be credited toward money due from Subtenant, as Owner shall determine. The assignee or subtenant does not become Owner's tenant. Subtenant is responsible for acts and neglect of any person in the Apartment. Notwithstanding the foregoing, Owner expressly reserves the right to terminate the Sublease with respect to the Apartment upon the receipt by Owner of any request for assignment or sublease ("Owner's Recapture Right") . Owner's Recapture Right, if exercised, must be sent to Subtenant in writing within thirty (30) days after its request to assign or sublet the Apartment. In the event that Owner consents to an assignment and elects not to exercise Owner's Recapture Right, Subtenant shall reimburse Owner for all of Owner's attorneys' fees in connection with the review of the assignment or sublease. In the event that Owner agrees to an assignment or sublease, subject to applicable law, Owner shall be entitled to one hundred percent (100%) of any consideration or rent over and above that Rent provided for in this Sublease. The sublease shall provide that the subtenant shall, at Owner's option, attorn to Owner upon any termination of this Sublease.

B. Abandonment. If Subtenant moves out of the Apartment (abandonment) before the end of this Sublease without the consent of Owner, this Sublease will not be ended. Subtenant will remain responsible for each monthly payment of Rent as it becomes due and Additional Rent until the end of this Sublease. In case of abandonment Subtenant's responsibility for Rent and Additional Rent will end only if Owner chooses to end this Sublease for default as provided in Article 17.

17. DEFAULT

A. Subtenant defaults under the Sublease if Subtenant acts in any of the following ways:

(i) Subtenant fails to carry out any agreement or provision of this Sublease;
(ii) Subtenant does not take possession or move into the Apartment 15 days after the beginning of this Sublease; or
(iii) Subtenant and the Permitted Occupants of the Apartment move out permanently before this Sublease ends.

If Subtenant defaults in any one of these ways, other than a default in the agreement to pay Rent and/or Additional Rent, Owner may serve Subtenant with a written notice to stop or correct the specified default within ten (10) days. Subtenant must then either stop or correct the default within such ten (10) day period, or, if the nature of the default is not reasonably capable of being cured within such ten (10) day period, then Subtenant must begin to take all steps necessary to correct the default within ten (10) days and thereafter diligently continue to do all that is necessary to correct the default as soon as possible (however, in no event shall any extension of the aforesaid ten (10) day period exceed thirty (30) days).

B. If Subtenant does not stop, correct, or begin to materially correct a default within ten (10) days, as provided for above, or engages in Objectionable Conduct, Owner shall give Subtenant a written notice that this Sublease will end six (6) days after the date such written notice is sent to Subtenant. At the end of the six (6) day period, this Sublease will end and Subtenant then must move out of the Apartment. Even though this Sublease ends, Subtenant will remain liable to Owner for unpaid Rent (and Additional Rent, as applicable) up to the end of this Sublease, and damages caused to Owner after that time as stated in Article 18.

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C. If Owner does not receive the Rent and/or Additional Rent within five (5) days of when this Sublease requires, Owner or Owner's agent shall send Subtenant, via certified mail, a written notice stating the failure to receive such Rent and/or Additional Rent. Provided Owner has served Subtenant with a fourteen (14) day written demand, and Owner does not receive the overdue Rent and/or Additional Rent within fourteen (14) days after such written fourteen (14) day demand for Rent and/or Additional Rent has been made, Owner may commence an action or summary proceeding seeking the payment of all Rent and/or Additional Rent. If the Sublease ends, Owner may do the following: (i) enter the Apartment and retake possession of it if Subtenant has moved out; (ii) go to court and ask that Subtenant and all other occupants in the Apartment be compelled to move out.

Once this Sublease has been ended, whether because of default or otherwise, Subtenant gives up any right Subtenant might otherwise have to reinstate this Sublease.

18. REMEDIES OF OWNER AND SUBTENANT'S LIABILITY

If this Sublease is ended by Owner because of Subtenant's default, the following are the rights and obligations of Subtenant and Owner.

A. Subtenant must pay its Rent and Additional Rent until this Sublease has ended. Thereafter, Subtenant must pay an equal amount for what the law calls "use and occupancy" until Subtenant actually moves out.

B. Once Subtenant is out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Sublease. Owner may re-rent to a new subtenant at a lesser rent or may charge a higher rent than the rent in this Sublease. Notwithstanding the foregoing, if Subtenant vacates the Apartment in violation of the terms of this Sublease, only then shall Owner use reasonable efforts to re-rent the Apartment at the lesser of the fair market value of the Apartment or the Rent paid hereunder.

C. Whether the Apartment is re-rented or not, Subtenant must pay to Owner as damages:

(i) the difference between the Rent in this Sublease and the amount, if any, of the rents collected in any later sublease of the Apartment for what would have been the remaining period of this Sublease; and
(ii) Owner's expenses for the cost of getting Subtenant out and re-renting the Apartment, including, but not limited to, putting the Apartment in good condition repairing damages, decorating and/or cleaning the Apartment for re-rental, advertising the Apartment and for real estate brokerage fees; and
(iii) Owner's expenses for attorney's (except in the event of a default judgment)

D. Subtenant shall pay all aforementioned damages due in monthly installments on the Rent day established in this Sublease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the Rent collected by Owner from a subsequent subtenant of the Apartment is more than the unpaid Rent and damages which Subtenant owes Owner, Subtenant cannot receive the difference. Owner's failure to re-rent to another subtenant will not release or change Subtenant's liability for damages. Except as may be provided for otherwise in Article 18(B) of this Sublease, Owner is not required to re-rent the Apartment.

19. ADDITIONAL OWNER REMEDIES

If Subtenant does not do everything Subtenant has agreed to do, or if Subtenant does anything which shows that Subtenant intends not to do what Subtenant agreed to do, Owner has the right to ask a Court to make Subtenant carry out its agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 17 and 18 of this Sublease.

20. FEES AND EXPENSES (INCLUDING BUT NOT LIMITED TO LEGAL FEES)

A. Subtenant must reimburse Owner for any of the following fees and expenses incurred by Owner:

(i) Making any repairs to the Apartment or the Building, including any appliances in the Apartment, which result from misuse, omissions or negligence by Subtenant, the Permitted Occupants of the Apartment, the Subtenant Parties or any other visitors to the Apartment;
(ii) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concerning the Apartment or the Building which Subtenant, the Permitted Occupants of the Apartment, the Subtenant Parties, or any other persons who visit the Apartment or work for Subtenant has caused;
(iii) Preparing the Apartment for the next tenant if Subtenant moves out of the Apartment before the Sublease ending date without Owner's prior written consent;
(iv) Any legal fees and disbursements for the preparation and service of legal notices; legal actions or proceedings brought by Owner against Subtenant because of a default by Subtenant under this Sublease; or for defending lawsuits brought against Owner because of the actions of Subtenant, the Permitted Occupants of the Apartment, the Subtenant Parties or any other persons who visit the Apartment.
(v) Removing any of Subtenant's property from the Apartment after this Sublease is ended;
(vi) Any miscellaneous charges payable to the Apartment for services Subtenant requested that are not required to be furnished to Subtenant under this Sublease for which Subtenant has failed to pay the Apartment and which Owner has paid;
(vii) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Sublease or the Cooperative Documents by Subtenant, the Permitted Occupants of the Apartment, the Subtenant Parties or any other persons who visit the Apartment.

These fees and expenses shall be paid by Subtenant to Owner as Additional Rent within ten (10) business days after Subtenant receives Owner's bill or statement. If this Sublease has ended when these fees and expenses are incurred, Subtenant will still be liable to Owner for the same amount as damages. In the event Subtenant does not reimburse Owner within such ten (10) business day period, Owner shall be entitled to deduct the fees and expenses from the Security Deposit.

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B. Subtenant has the right to collect reasonable legal fees and expenses incurred in a successful defense by Subtenant of a lawsuit brought by Owner against Subtenant or brought by Subtenant against Owner to the extent provided by Real Property Law Section 234.

C. Subtenant shall pay the Apartment Corporation on demand for the cost of any miscellaneous charges payable to the Apartment for services that Subtenant requested that are not required to be furnished to Subtenant under this Sublease.

21. PROPERTY LOSS, DAMAGES OR INCONVENIENCE

Subtenant understands and agrees that unless caused by the gross negligence or willful misconduct of Owner, Owner's representatives or the agents and employees of the Apartment Corporation, none of these authorized parties are responsible to Subtenant for any of the following: (i) any loss of or damage to Subtenant or Subtenant's property in the Apartment or the Building due to any accidental or intentional cause, including a theft or another crime committed in the Apartment or elsewhere in the Building; (ii) any loss of or damage to Subtenant's property delivered to any agent or employee of the Apartment Corporation (e.g., doorman, superintendent, etc.); or (iii) any damage or inconvenience caused to Subtenant by actions, negligence or violations of their lease or the Cooperative Documents made by any other tenant or person in the Building except to the extent required by law. Subtenant further understands and agrees that Owner's and/or the Apartment Corporation's employees are not authorized by Owner to care for Subtenant's personal property. Owner is not responsible for any loss, theft, damage to Subtenant's personal property, or any injury caused by the property or its use by Building employees.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or on behalf of the Apartment Corporation. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner or the Apartment Corporation. Owner will not be liable to Subtenant for such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the rent or allow Subtenant to cancel the Sublease.

22. FIRE OR CASUALTY

A. Subtenant shall give Owner immediate notice in case of fire or other damage to the Apartment. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Sublease will continue unless ended by Owner under subparagraph C below or by Subtenant under subparagraph D below. However, the Rent will be reduced as of the date of the fire, accident, or other casualty. This reduction will be based upon the square footage of the part of the Apartment which is unusable, as determined by Owner.

B. Owner and/or the Apartment Corporation will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below. For sake of clarity and emphasis, Owner is not required to repair or restore the Apartment or replace the furnishings, decorations or any of Subtenant's property, and furthermore (unless otherwise agreed to by Owner in writing), Owner shall not be responsible for any delays due to settling insurance claims, obtaining cost estimates, labor, material, equipment and/or supply problems, force majeure or for any other delay beyond Owner's reasonable control. If the Sublease is cancelled, Owner need not restore the Apartment.

C. After a fire, accident or other casualty in the Building, the Apartment Corporation may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Sublease. Owner may do this even if the Apartment has not been damaged, by giving Subtenant written notice of this decision within the latter of sixty (60) days after the date when the damage occurred or ten (10) business days after Owner is advised by its insurance carrier as to the amount of insurance proceeds it will have available to restore the Apartment. If there is substantial damage to the Apartment or if the Apartment is completely unusable, Owner may cancel this Sublease by giving Subtenant written notice of this decision within thirty (30) days after the date when the damage occurred. If the Apartment is unusable when Owner gives Subtenant such notice, this Sublease will end sixty (60) days from the last day of the calendar month in which Subtenant was given the notice.

D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in thirty (30) days, Subtenant may give Owner written notice that Subtenant ends the Sublease. If Subtenant gives that notice, this Sublease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund Subtenant's Security Deposit and the pro-rata portion of Rent and Additional Rent paid for the month in which the casualty happened.

E. Unless prohibited by the applicable policies, to the extent that such insurance is collected, Subtenant and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

F. Subtenant acknowledges that if fire, accident, or other casualty causes damage to any of Subtenant's personal property in the Apartment, including, but not limited to Subtenant's furniture and clothes, neither the Owner nor the Apartment Corporation will be responsible to Subtenant for the repair or replacement of any such damaged personal property unless such damage was as a result of the Owner's or the Apartment Corporation's negligence.

23. PUBLIC TAKING

The entire Building or a part of it can be acquired (condemned) by any government or government agency for a public or quasi-public use or purpose. If this happens, this Sublease shall end on the date the government or agency take title. Subtenant shall have no claim against Owner for any damage resulting; Subtenant also agrees that by signing this Sublease, Subtenant assigns to Owner any claim against the government or government agency for the value of the unexpired portion of this Sublease.

24. SUBORDINATION, CERTIFICATES AND ACKNOWLEDGMENTS

Notwithstanding any provisions to the contrary contained in this Sublease, this Sublease and Subtenant's rights, are subject and subordinate to the Proprietary Lease and all present and future: (a) leases for the Building or the land on which it stands, (b) Owner's mortgage(s) (now existing or hereinafter existing), (c) agreements securing money paid or to be paid by a lender, (d) any lien created by the Cooperative Documents, and (e) terms, conditions, renewals, changes of any kind and extensions of the mortgages, leases or lender agreements. If certain provisions of any such mortgage or the Cooperative Documents come into effect, the holder of any such mortgage or the Apartment Corporation can end this Sublease and such parties may commence legal action to evict Subtenant from the Apartment If this happens, Subtenant acknowledges that Subtenant has

no claim against Owner, the Apartment Corporation or such mortgage holder. If Owner requests, Subtenant will sign promptly any acknowledgment(s) of the "subordination" in the form that Owner or the Apartment Corporation may require. Subtenant authorizes Owner to sign such acknowledgment(s) for Subtenant if Subtenant fails to do so within five (5) days of Owner's request.

Subtenant also agrees to sign (if accurate) a written acknowledgment to any third party designated by Owner that this Sublease is in effect, that Owner is performing Owner's obligations under this Sublease and that Subtenant has no present claim against Owner.

25. SUBTENANT'S RIGHT TO LIVE IN AND USE THE APARTMENT

Provided the Apartment Corporation waives any right of first refusal it may have with respect to this Sublease, if Subtenant pays the Rent and any required Additional Rent on time and Subtenant does everything Subtenant has agreed to do in this Sublease, Subtenant's tenancy cannot be cut off before the ending date, except as provided for otherwise in this Lease, including, but not limited to, in Articles 22, 23 and 24.

26. BILLS AND NOTICE; ELECTRONIC SIGNATURES

Any notice, statement, demand or other communication required or permitted to be given rendered or made by either party to the other, pursuant to this Sublease or pursuant to any applicable law or requirement of public authority, shall be in writing (whether or not so stated elsewhere in this Sublease) and shall be given by registered or certified mail, return receipt requested, or by overnight mail by a nationally recognized overnight carrier [or via email] **[REDACT IF INAPPLICABLE]** addressed to each of the following parties:

An electronic signature on this Lease, rider or any renewal of Owner or Tenant shall be deemed an original document and a binding signature pursuant to the Electronic Signatures and Records Act of the State Technology Law.

If to Owner:

_____

_____

_____

_____

With a copy to:

_____

_____

_____

_____

Email Address: _____ ***[REDACT IF INAPPLICABLE]***

If to Tenant: at Apartment, subsequent to Commencement Date

Email Address: _____ ***[REDACT IF INAPPLICABLE]***

Prior to Commencement Date:

_____

_____

_____

_____

Notwithstanding anything to the contrary contained in this Sublease, any notice from Owner or Owner's agent or attorney may be delivered to Subtenant personally at the Apartment. Notices shall be deemed received the next business day if by overnight carrier, the date of delivery if by personal delivery or three (3) business days after being mailed if by certified or registered mail.

27. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM

A. Both Subtenant and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim (excluding compulsory counterclaims) on any matters concerning this Sublease, the relationship of Subtenant and Owner as sublessee and sublessor or Subtenant's use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims or personal injury or property damage.

B. If Owner begins any court action or proceeding against Subtenant which asks that Subtenant be compelled to move out, Subtenant cannot make a counterclaim unless Subtenant is claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Building.

28. NO WAIVER OF SUBLEASE PROVISIONS

A. Even if Owner accepts Subtenant's Rent and/or Additional Rent or fails once or more often to take action against Subtenant when Subtenant has not done what Subtenant has agreed to do in this Sublease the failure of Owner to take action or Owner's acceptance of Rent and/or Additional Rent does not prevent Owner from taking action at a later date if Subtenant does not do what Subtenant has agreed to do herein.

B. Only a written agreement between Subtenant and Owner can waive any violation of this Sublease.

C. If Subtenant pays and Owner accepts an amount less than all the Rent and/or Additional Rent due, the amount received shall be considered

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to be in payment of all or part of the earliest Rent and/or Additional Rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the Rent and/or Additional Rent due unless there is a written agreement between Subtenant and Owner.

D. Any agreement to end this Sublease and also to end the rights and obligations of Subtenant and Owner must be in writing, signed by Subtenant and Owner or Owner's agent. Even if Subtenant gives keys to the Apartment and they are accepted by either any employee or agent of the Apartment Corporation, Owner's representatives or Owner, this Sublease is not ended.

E. This Sublease, or any provision hereof, may not be modified, amended, extended, waived or abrogated without the prior written consent of the Apartment Corporation.

29. CONDITION OF THE APARTMENT; APARTMENT RENTED "AS IS"

A. By signing this Sublease Subtenant acknowledges that Owner, Owner's representatives and/or the Apartment Corporation's employees, agents, or superintendent have not made any representations or promises with respect to the Building or the Apartment except as herein expressly set forth. After signing this Sublease but before Subtenant begins occupancy, Subtenant shall have the opportunity to inspect the Apartment with Owner or Owner's agent to determine the condition of the Apartment. If Subtenant requests such inspection, the parties shall execute a written agreement before Subtenant begins occupancy of the Apartment attesting to the condition of the Apartment and specifically noting any existing defects or damages. Before taking occupancy of the Apartment, Subtenant has inspected the Apartment (or Subtenant has waived such inspection) and Subtenant accepts it in its present condition "as is", except for any condition which Subtenant could not reasonably have seen during its inspection. Subtenant agrees that Owner has not promised to do any work in the Apartment except as specified in Exhibit B annexed hereto (if any) and made apart hereof.

30. HOLDOVER

A. At the end of the Term, Subtenant shall: (i) return the Apartment to the Owner in broom clean, vacant and in good condition, ordinary wear and tear excepted; (ii) remove all of Subtenant's property and all of Subtenant's installations, alterations and decorations (if so directed by Owner); and (iii) repair all damages to the Apartment and Building caused by moving; and restore the Apartment to its condition at the beginning of the Term ordinary wear and tear excepted.

B. Subtenant hereby indemnifies and agrees to defend and hold Owner harmless from and against any loss, cost, liability, claim, damage, fine, penalty and expense (including reasonable attorneys' fees and disbursements but excluding consequential or punitive damages) resulting from delay by Subtenant in surrendering the Apartment upon the termination of this Sublease, including any claims made by any succeeding tenant or prospective tenant or successor landlord founded upon such delay.

C. If Subtenant holds over possession after the expiration date of the Sublease or earlier termination of the Sublease term or any extended term of this Sublease, such holding over shall not be deemed to extend the term of this Sublease or renew this Sublease. Under no circumstances (i) will such holdover constitute a month-to-month tenancy, (ii) shall this Article 30 imply any right for Subtenant to remain in the Apartment after the expiration or earlier termination of this Sublease, (iii) will Owner be prohibited from exercising any rights permitted by law against a holdover Subtenant; or (iv) will any monies paid by Subtenant or accepted by Owner (e.g., Rent, Additional Rent, holdover rent or otherwise) after the expiration or earlier termination of this Sublease be deemed to reinstate any form of tenancy between Subtenant and Owner. In connection with such holdover, Subtenant shall pay the following charges for the use and occupancy of the Apartment for each month or part thereof (even if such part shall be a small fraction of a calendar month), which total sum Subtenant agrees to pay to Owner per month promptly upon demand, in full, without set-off or deduction:

(i) TWO (2) times the highest monthly Rent set forth in this Lease, plus
(ii) items of Additional Rent that would have been payable monthly pursuant to this Sublease, had this Sublease not expired or terminated,

The aforesaid provisions of this Article 30 shall survive the expiration or earlier termination of this Sublease.

31. DEFINITIONS

A. Owner: The term "Owner" means the person or organization receiving or entitled to receive Rent and Additional Rent from Subtenant for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" is the person or organization that owns the shares of stock of the Apartment Corporation appurtenant to the Apartment and is the lessee under the Proprietary Lease for the Apartment. It does not include a former Owner, even if the former Owner signed this Sublease.

B. Subtenant. The Term "Subtenant" means the person or persons signing this Sublease as sublessee and the respective heirs, distributees, executors, administrators, successors and assigns of the signer. This Sublease has established a sublessor-sublessee relationship between Owner and Subtenant.

32. SUCCESSOR INTERESTS

The agreements in this Sublease shall be binding on Owner and Subtenant and on those who succeed to the interest of Owner or Subtenant by law, by approved assignment or by transfer.

33. TERMINATION OF PROPRIETARY LEASE

Subtenant acknowledges that if the Proprietary Lease is terminated by the Apartment Corporation, this Sublease shall terminate and come to an end thirty (30) days after the Proprietary Lease is terminated. In such event, Owner shall return to Subtenant the Rent paid in advance on a pro rata basis.

34. INSURANCE

A. As a material inducement for Owner to enter into this Sublease, Subtenant shall obtain (i) liability insurance insuring Subtenant the

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Permitted Occupants of the Apartment, the Subtenant Parties and any other people visiting the Apartment, and (ii) personal property insurance insuring Subtenant's furniture and furnishings and other items of personal property located in the Apartment. Subtenant may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment unless otherwise directed by Owner.

B. Owner is not liable for loss, expense, or damage to any person or property, unless due to Owner's gross negligence or wrongful acts. Neither Owner nor the Apartment Corporation is liable to Subtenant for permitting or refusing entry of anyone into the Building. Subtenant must pay for damages suffered and reasonable expenses of Owner relating to any claim arising from any act, omission or neglect by Subtenant. If an action is brought against Owner arising from Subtenant's acts, omissions or neglect, Subtenant shall defend Owner at Subtenant's sole cost and expense with an attorney reasonably acceptable to Owner. Subtenant is responsible for all acts, omissions or neglect of the Subtenant Parties.

C. Subtenant shall indemnify and save harmless Owner from and against any and all liability, penalties, losses, damages, expenses, suits and judgments arising from injury during the term of this Sublease to person or property of any nature and also from any matter growing out of the occupation of the Apartment, provided however that such is not the result of Owner's gross negligence or wrongful acts or that of Owner's employees, or agents. Subtenant agrees, at Subtenant's sole cost and expense to procure and maintain at all times during the Sublease term the following insurance:

(i) General Liability for an amount not less than _____ with an umbrella policy of no less than _____ **[REDACT IF INAPPLICABLE OR INSERT AMOUNTS]**; and Dollars (_____) Dollars (_____)

(ii) Renters Insurance, which covers any, and all personal property or belongings contained in the Apartment. Subtenant agrees to hold Owner harmless regarding these personal belongings due to loss or damage except in cases of Owner's gross negligence.

D. The aforementioned insurance policies shall name Owner, the Apartment Corporation and the property manager (if applicable) as additional insureds or interests, as applicable. In the event of the Subtenant's failure to procure and/or maintain the aforementioned policies prior to the date possession of the Apartment is ready to by delivered to Subtenant on the Sublease Commencement Date, Owner may (i) refuse to deliver possession of the Apartment to Subtenant until such time as evidence of such insurance is delivered by Subtenant to Owner (however, Subtenant shall nonetheless remain responsible for the payment of Rent and Additional Rent as of the Sublease Commencement Date), and/or (ii) order such insurance policies, pay the premiums, and add the amount thereof to the Rent next coming due as Additional Rent, and the Owner shall have all rights and remedies for the collection thereof as is provided for collection of ordinary Rent. The abovementioned insurance policies shall provide for no less than thirty (30) days' notice of cancellation or modification to Owner, and Subtenant shall provide Owner with a copy of such insurance policies. Evidence of the aforesaid coverage being in place shall be presented to the Owner on or before the first day of the term of this Sublease and may be requested at any time during term of this Lease. Such insurance policies are to be written by a good and solvent company licensed to do business in the state of New York. Subtenant shall immediately reimburse Owner for the cost of any insurance policy Owner obtains for the Apartment, including but not limited to insurance for Owner's furniture or furnishings in the Apartment. Subtenant acknowledges that Owner may not be required to maintain any insurance with respect to the Apartment.

35. CONSENT

Subtenant shall furnish to the Apartment Corporation or its managing agent, within 5 (five) business days after the date of this Sublease, such personal and financial references and additional information concerning Subtenant and the Permitted Occupants of the Apartment as may be requested in order to obtain the consent of the Apartment Corporation to this Sublease, including the submission of any application requested by the Apartment Corporation. Subtenant and the Permitted Occupants shall attend one or more personal interviews with members of the Board of Directors of the Apartment Corporation if requested. If the Apartment Corporation imposes any subleasing surcharge upon the rent payable by Owner under the Proprietary Lease during the term of this Sublease, any such subleasing surcharge shall be payable by Owner to the Apartment Corporation.

You acknowledge that this Sublease will not commence and that Subtenant and the Permitted Occupants shall have no right to occupy the Apartment until the consent of the Apartment Corporation is obtained to this Sublease. If consent of the Apartment Corporation has not been obtained by the date specified in Article 2 as the beginning date of this Sublease, Subtenant shall have no obligation to pay rent until such consent has been obtained. All rent prepaid for the period, if Subtenant is unable to occupy the Apartment because of the lack of the Apartment Corporation's consent, shall be applied by Owner to subsequent rent payable hereunder. If consent to this Sublease by the Apartment Corporation is not obtained within 30 days after the date specified in Article 2 as the beginning date of this Sublease, this Sublease shall be canceled and all prepaid rent and security deposit shall be promptly returned to Subtenant.

36. FURNITURE *[REDACT IF INAPPLICABLE]*

The Apartment is being subleased as fully furnished. All furniture and furnishings contained in the Apartment (the "Apartment Furniture") are listed in Exhibit C annexed hereto (if any) and made a part hereof. Subtenant shall accept the Apartment Furniture "as is" on the commencement date of this Sublease. Owner represents that all Apartment Furniture are in good repair and in working order on the commencement date of this Sublease except as may be noted in Exhibit C.

Subtenant shall take good care of the Apartment Furniture during the pendency of this Sublease and shall be liable for any damages caused by Subtenant or the Subtenant Parties to the Apartment Furniture. Subtenant shall not be responsible for any damages to the Apartment Furniture not caused by Subtenant or Subtenant Parties or caused by ordinary wear and tear. Subtenant shall surrender the Apartment Furniture when this Sublease terminates in the same condition as on the date this Sublease commenced, subject to ordinary wear and tear. If any repairs are required to the Apartment Furniture when this Sublease terminates, Subtenant shall pay Owner upon demand the cost of any required repairs.

Subtenant may not remove any Apartment Furniture from the Apartment or change the location of any Apartment Furniture during the pendency of this Sublease without Owner's prior written consent

37. BROKER *[REDACT EITHER SUBPARAGRAPH A OR B; IF SUBPARAGRAPH B IS REDACTED, INSERT NAME OF BROKER(S) IN SUBPARAGRAPH A]*

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A. Owner and Subtenant represent that in the negotiation of this Sublease they dealt with no broker(s) other than _____ (the "Subtenant's Broker") and _____ (the "Owner's Broker") (hereinafter collectively referred to as the "Broker"). Such Broker(s} will be compensated by ___ [Subtenant] ___ [Owner] **[CHOOSE ONE AND REDACT THE OTHER ALTERNATIVE]** in accordance with a separate agreement subject to a fully executed and delivered sublease.

B. Subtenant represents to Owner that Subtenant has not dealt with any real estate broker in connection with the leasing of the Apartment.

C. Owner and Subtenant hereby agree to indemnify, defend and hold harmless each other from and against any and all claims, demands, liabilities, suits, losses, costs and expenses (including reasonable attorneys' fees and disbursements) arising out of any inaccuracy or alleged inaccuracy of the above representation. Owner shall have no liability for any brokerage commissions arising out of a sublease or assignment by Subtenant. The provisions of this Article 37 shall survive the expiration or sooner termination of this Sublease.

38. SUBTENANT'S OPTION TO RENEW *[REDACT IF INAPPLICABLE]*

A. Subtenant shall have the right to extend the term of this Sublease for ____ year(s) commencing *MM/DD/YYYY*, and ending on *MM/DD/YYYY*, (the "Extension Term") provided: (i) Subtenant gives Owner notice (the "Extension Notice"), in the manner required under this Sublease, of Subtenant's election to extend the term of this Sublease; (ii) the Election Notice must be given to Owner at least 90 (ninety) days prior to the ending date of this Sublease stated in Article 2, TIME BEING OF THE ESSENCE; (iii) Subtenant shall have been timely in Subtenant's payment of Rent and Additional Rent and may not be in default of any provisions of this Sublease when the Extension Notice is given and on the commencement date of the Extension Term; and (iv) Subtenant is occupying the Apartment and have not assigned this Sublease nor sublet the Apartment. If Subtenant fails to send the Extension Notice to Owner by the date specified herein, TIME BEING OF THE ESSENCE, this Article 38 shall be of no further force and effect.

B. The monthly Rent payable by Subtenant during the Extension Term shall be _____.

C. All provisions of this Sublease, except as specifically modified by this Article 38, shall be, and remain in, full force and effect during the Extension Term.

39. TERRACES AND BALCONIES *[REDACT IF INAPPLICABLE]*

All of the terms and conditions of this Sublease apply to the terrace or balcony. Subtenant's use of the terrace or balcony must comply with the Cooperative Documents and any other rules that may be provided to Subtenant by Owner.

Subtenant shall clean the terrace or balcony and keep the terrace or balcony free from snow, ice, garbage and other debris. No cooking is allowed on the terrace or balcony except as may be otherwise permitted by law. Subtenant may not install a fence or any addition on the terrace or balcony. Subtenant is responsible for making all repairs to the terrace or balcony if caused by Subtenant, the Subtenant Parties or any other visitor to the Apartment, at its sole expense.

40. LEAD PAINT DISCLOSURE *[REDACT IF THE BUILDING WAS ERECTED AFTER 1978]*

Simultaneously with the execution of this Sublease, Subtenant and Owner shall sign and complete the disclosure of information on lead-based paint and/or lead-based paint hazards annexed as a rider attached to this Sublease. Subtenant acknowledges receipt of the pamphlet, "Protect Your Family From Lead in Your Home" prepared by the United States Environmental Protection Administration.

41. PETS *[REDACT EITHER SUBPARAGRAPH A OR B; IF SUBPARAGRAPH A IS REDACTED, INSERT NECESSARY INFORMATION IN SUBPARAGRAPH B]*

A. Subtenant may not keep any pets in the Apartment. IF SUBTENANT BREACHES THIS SECTION, SUBTENANT WILL FORFEIT TWENTY PERCENT (20%) OF THE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). SUBTENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS LEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS LEASE AGREEMENT.

B. If authorized by the Cooperative Documents, Subtenant may keep pets in the Apartment provided: (i) Subtenant obtains the prior written consent of Owner, and (ii) Subtenant complies with the Cooperative Documents with respect to the keeping of pets in the Building. Owner hereby consents to the following pet(s): _____.

42. KEYS/SECURITY

A. Subtenant shall not remove, alter, or change in any way the existing locks, security codes or keys that are provided for the Apartment or any part thereof. Subtenant assumes liability for any person keys are entrusted to. The name, address and telephone number of any person with an additional set of keys to the Apartment are required to be furnished to Owner, and to the Apartment Corporation or its managing agent. Only Owner and the Apartment Corporation or its managing agent may make such additional sets of keys upon Subtenant's written request with the abovementioned information. Owner will not refuse any such reasonable request. All extra sets of keys must be returned to Owner no later than 1 day prior to move out unless agreed to by Owner. In the event that all keys are not returned to the Owner by or before the last day of tenancy, Subtenant agrees to pay for the replacement cost as mentioned below (or part thereof if Owner deems it appropriate).

B. Subtenant agrees and understands that Subtenant will be charged a re-keying fee in the sum of $350.00 for the entrance door each and every time a key replacement is required or deemed necessary by Owner if the need arises due to Subtenant's loss of the key, employee changes, or request. Said charges shall be deemed Additional Rent.

43. WINDOW GUARDS

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Simultaneously with the execution of this Sublease, Subtenant shall complete and deliver to Owner and/or the Apartment Corporation a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York annexed as a rider attached to this Sublease. Subtenant acknowledges that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

44. BEDBUG DISCLOSURE

Subtenant and Owner shall sign and complete the disclosure of bedbug infestation history annexed as a rider attached to this Sublease.

45. SPRINKLER DISCLOSURE

Subtenant and Owner shall sign and complete the sprinkler disclosure annexed as a rider attached to this Sublease.

46. OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS

Owner shall complete and deliver to Tenant the Occupancy Notice for Indoor Allergen Hazards annexed as a rider attached to this Lease. Owner acknowledges that it has delivered to Tenant "What Every Tenant Should Know About Indoor Allergens" and Tenant acknowledges receipt of such notice.

47. NO SHORT TERM RENTAL

Under no circumstances shall Subtenant put a listing for the Apartment on Airbnb or for other similar short term rental (i.e., a rental for less than thirty (30) days), or use the Apartment for same. If Subtenant does so, Owner has the right to immediately terminate this Sublease.

SUBTENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS SUBLEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS SUBLEASE AGREEMENT. IF SUBTENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION, THE RIGHT TO TERMINATE THIS SUBLEASE UPON SIX (6) DAYS' WRITTEN NOTICE TO SUBTENANT AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS SUBLEASE AND AT LAW OR EQUITY, SUBTENANT WILL FORFEIT THE ENTIRE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENAL TY). SUBTENANT SHALL ALSO BE RESPONSIBLE FOR ANY AND ALL FINES AND PENAL TIES IMPOSED BY ANY GOVERNMENTAL OR QUASI-GOVERNMENTAL AGENCY OR BODY.

48. INDEMNIFICATION

Subtenant shall indemnify and save harmless Owner and Owner's agents and, at Owner's option, defend Owner and Owner's agents against, and from, any and all claims against Owner and Owner's agents arising wholly or in part from any act, omission or negligence of Subtenant, or the Subtenant Parties. This indemnity and hold harmless agreement shall include indemnity from and against any and all liability, fines, suits, demands, costs, damages and expenses of any kind or nature (including without limitation attorney's and other professional fees and disbursements) incurred in or in connection with any such claims (including any settlement thereof) or proceeding brought thereon, and the defense thereof.

49. NOISE

Subtenant shall not create any unreasonable noise levels which shall interfere with the quiet enjoyment of the other tenants of the Building or the neighbors of the Building. Subtenant agrees to promptly notify Owner in writing of all noise complaints or summons which Subtenant receives in writing, and to submit a proposal reasonably satisfactory to Owner as to how to handle same and assure that such complaints shall not recur.

SUBTENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS SUBLEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS SUBLEASE AGREEMENT. IF SUBTENANT DISREGARDS THIS AGREEMENT, IN ADDITION TO THE RIGHT OF INJUNCTION AND ANY AND ALL REMEDIES AVAILABLE UNDER THIS SUBLEASE AND AT LAW OR EQUITY, SUBTENANT WILL FORFEIT THE ENTIRE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY).

50. OWNER'S DEFAULT TO APARTMENT CORPORATION

If: (i) Owner defaults in the payment to the Apartment Corporation of common charges or other assessments payable to the Apartment Corporation with respect to the Apartment; (ii) the Apartment Corporation notifies Subtenant of such default; and (iii) the Apartment Corporation instructs Subtenant to pay the Rent and Additional Rent under this Sublease to the Apartment Corporation, then Subtenant shall pay all future installments of Rent and/or Additional Rent payable under this Sublease to the Apartment Corporation until such time as the Apartment Corporation advises that the Owner's default has been cured. Owner acknowledges that if Subtenant pays any installment of Rent and/or Additional Rent payable under this Sublease to the Apartment Corporation as herein provided, Subtenant has satisfied its obligation to pay any such installment of Rent and/or Additional Rent to Owner. Nothing contained in this Article shall suspend Subtenant's obligation to pay rent under this Sublease.

51. WAIVER OF LIABILITY

Anything contained in this Sublease to the contrary notwithstanding, Subtenant agrees that Subtenant shall look solely to the estate and property of Owner in the Apartment or to any proceeds obtained by Owner as a result of a sale by Owner of the Apartment, for the collection of any judgment (or other judicial process) requiring the payment of money by Owner in the event of any default or breach by Owner with respect to any of the terms and provisions of this Sublease to be observed and/or performed by Owner, subject, however, to the prior rights of any lessor under a superior lease or holder of a superior mortgage. No other assets of Owner or any partner, officer, director or principal of Owner, shall be subject to levy, execution or other judicial process for the satisfaction of Subtenant's claim hereunder.

52. OWNER'S APPROVAL

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If Subtenant shall request Owner's approval or consent and Owner shall fail or refuse to give such approval or consent, Subtenant shall not be entitled to any damages for any withholding or delay of such approval or consent by Owner, it being intended that Subtenant's sole remedy shall be an action for injunction without bond or specific performance (the rights to money damages or other remedies being hereby specifically waived). Furthermore, such remedy shall be available only in those cases where Owner shall have expressly agreed in writing not to unreasonably withhold its consent or approval (as applicable), or where as a matter of law, Owner may not unreasonably withhold its consent or approval. In such event, provided Subtenant is successful therein, Owner shall be responsible to pay Subtenant's actual costs and expenses incurred therein, including reasonable attorneys' fees.

53. BANKRUPTCY; INSOLVENCY

If (i) Subtenant files a voluntary petition in bankruptcy or insolvency or are the subject of an involuntary bankruptcy proceeding, (ii) Subtenant assigns property for the benefit of creditors, or (iii) a non-bankruptcy trustee or receiver of Subtenant's or Subtenant's property is appointed, Owner may give Subtenant thirty (30) days' notice of cancellation of the Term of this Sublease. If any of the above is not fully dismissed within the thirty (30) day period, the Term shall end as of the date stated in the notice. Subtenant must continue to pay Rent and Additional Rent and any damages, losses and expenses due Owner without offset.

54. CONTROLLING LAW

Subtenant acknowledges that by negotiating and entering into this Sublease, Subtenant has transacted business within the State of New York. Any action, proceeding or claim arising out of this Sublease or breach thereof, shall be litigated within the State of New York and the parties consent to the personal jurisdiction of the courts (including the New York City Housing Court) within the State of New York and consent that any process may be served either personally, by facsimile or by certified or registered mail, return receipt requested, to Subtenant at Subtenant's address as set forth in this Sublease, or in any manner provided by New York Law.

Subtenant shall not be entitled, directly or indirectly, to diplomatic or sovereign immunity and shall be subject to, and Subtenant shall agree to consent to, the service of process in, and the jurisdiction of the courts of, New York State.

55. OWNER'S CONTROL

The Sublease shall not end or be modified nor will Subtenant's obligations be ended or modified if for any cause not fully within Owner's reasonable control, Owner is delayed or unable to (a) fulfill any of Owner's promises or agreements, or (b) supply any required service or (c) make any required repairs to the Apartment.

56. COUNTERPARTS

This Sublease may be executed in any number of identical counterparts and by scanned or facsimile signature, and each counterpart hereof shall be deemed to be an original instrument, but all counterparts hereof taken together shall constitute but a single instrument.

57. BINDING EFFECT

It is expressly understood and agreed that this Sublease shall not constitute an offer or create any rights in Subtenant's favor, and shall in no way obligate or be binding upon Owner, and this Sublease shall have no force or effect until this Sublease is duly executed by Subtenant and Owner and a fully executed copy of this Sublease is delivered to both Subtenant and Owner.

58. SMOKING

THERE IS NO SMOKING PERMITTED INSIDE THE APARTMENT (OR ON THE BALCONY OR TERRACE, IF ANY) UNDER ANY CIRCUMSTANCES. IF SUBTENANT DISREGARDS THIS AGREEMENT, SUBTENANT WILL FORFEIT ONE-THIRD (1/3) OF THE SECURITY DEPOSIT TO THE OWNER, TO COMPENSATE OWNER FOR ANY AND ALL COSTS RELATING THERETO AS LIQUIDATED DAMAGES (AND NOT AS A PENALTY). SUBTENANT ACKNOWLEDGES AND AGREES THAT THE FOREGOING IS A MATERIAL INDUCEMENT FOR OWNER TO ENTER INTO THIS SUBLEASE, AND BUT FOR SAID COVENANT, OWNER WOULD NOT HAVE EXECUTED THIS SUBLEASE AGREEMENT.

TENANT AND OWNER SHALL SIGN AND COMPLETE THE BUILDING'S SMOKING POLICY ANNEXED AS RIDER ATTACHED TO THIS LEASE.

59. GARBAGE, REFUSE AND RECYCLING

Subtenant shall comply with the rules and regulations of the Apartment Corporation in all respects, including, but not limited to, those regarding garbage and recycling laws. Subtenant shall not place any large articles outside of the Apartment except in compliance with the rules and regulations of the Apartment Corporation in all respects. Subtenant agrees to promptly pay Owner for any violations for violation of Subtenant's obligations pursuant to this Article 59.

60. TOILETS/PLUMBING FIXTURES

The toilets and plumbing fixtures shall only be used for the purposes for which they were designed or built for. No feminine hygiene or similar products such as paper towels may be discarded in the toilets or plumbing fixtures.

61. EMERGENCIES

Subtenant will provide Owner with list of persons to contact in the event of an emergency. Emergencies include, but are not limited to: health and safety of Subtenant or guests, water damage or fire, or unauthorized persons attempting entry into the Apartment without Owner's knowledge.

62. BICYCLES *[REDACT IF INAPPLICABLE]*

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All bicycles are expressly forbidden in the Apartment.

63. ALARM SYSTEM *[REDACT IF INAPPLICABLE]*

Subtenant hereby acknowledges and agrees that the Apartment comes equipped with an alarm system (the "Alarm System") which must be turned on each and every time that Subtenant leaves the Apartment unoccupied for an extended period of time. Owner shall deliver codes to Subtenant to the Alarm System prior to Sublease commencement. Subtenant acknowledges that Subtenant shall not change the Alarm System codes under any circumstances without the prior written consent of Owner. Subtenant acknowledges and agrees that the foregoing is a material inducement for Owner to enter into this Sublease, and but for said covenant, Owner would not have executed this Sublease. Notwithstanding the presence of the Alarm System in the Apartment, Subtenant hereby acknowledges and agrees that Owner will not be responsible for any loss or lost or stolen personal property, equipment, money or any article taken from the Apartment regardless of how or when such loss occurs.

64. THIRD PARTY BENEFICIARY

This Sublease is an agreement solely for the benefit of Owner and Subtenant (and their permitted successors and/or assigns). No person, party or entity other than Owner and Subtenant shall have any rights hereunder or be entitled to rely upon the terms, covenants and provisions contained herein. The provisions of this Article 64 shall survive the termination hereof.

65. MOVING IN, VACATING APARTMENT AND TERMINATION

A. Should Owner become concerned with the inadequate care and/or supervision of Subtenant's moving company's crew, Subtenant shall instruct moving personnel to comply with Owner's reasonable request for added protection throughout the Apartment. All moving personnel must be fully insured and reasonable proof of such insurance must be supplied to Owner before moving will be permitted on or in the Apartment.

B. In the course of Subtenant's moving in, out or having items delivered to the Apartment, should there be any damage to the halls, doors or any other part of the Apartment or the Building, Subtenant shall be responsible to pay for the repair of such damage.

C. Upon the expiration of this Sublease, Subtenant shall return the Apartment in broom clean condition. Additional cleaning charges incurred by Owner due to Subtenant's breach of this Article 66 shall be borne by Subtenant and shall be deemed Additional Rent.

66. OWNER UNABLE TO PERFORM

Notwithstanding anything to the contrary contained in this Sublease, any prevention, delay or stoppage due to strikes, lockouts, labor disputes, acts of God, inability to obtain services, labor, or materials or reasonable substitutes therefore, governmental actions, civil commotion, fire or other casualty, and other causes beyond the reasonable control of the party obligated to perform, except with respect to the obligations imposed with regard to the payment of Rent and Additional Rent to be paid by Subtenant pursuant to this Sublease (any of the foregoing "Force Majeure") shall excuse the performance of such party for a period equal to any such prevention, delay or stoppage.

67. ILLEGALITY

If a term in this Sublease is illegal, invalid or unenforceable, the rest of this Lease remains in full force.

TO CONFIRM OUR AGREEMENTS, OWNER AND SUBTENANT RESPECTIVELY SIGN THIS SUBLEASE AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1.

WITNESS:

_____

X _____ (L.S.)
Owner's Signature

_____

X _____ (L.S.)
Subtenant's Signature

_____

X _____ (L.S.)
Subtenant's Signature

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GUARANTY

[FOR USE WHEN TENANT (A) IS A CORPORATION OR LIMITED LIABILITY COMPANY AND A PERSONAL GUARANTY WILL BE REQUIRED BY THE OWNER, OR (B) OWNER REQUIRES A GUARANTOR OF TENANT'S LEASE OBLIGATIONS]

The undersigned Guarantor [or Guarantors ("hereinafter collectively referred to as "Guarantor")] guarantees to Owner the strict payment, performance of and observance by Sublessee of all the agreements, provisions and rules in the attached Sublease. Guarantor agrees to waive all notices when Sublessee is not paying Rent and/or Additional Rent or not observing and complying with all of the provisions of the attached Sublease. Guarantor agrees to be equally liable with Sublessee so that Owner may sue Guarantor directly without first suing Sublessee. The Guarantor further agrees that this guaranty shall remain in full effect even if the Sublease is renewed changed or extended in any way and even if Owner has to make a claim against Guarantor. Owner and Guarantor agree to waive trial by jury in any such action, proceeding or counterclaim brought against the other on any matters concerning the attached Sublease or the Guaranty. Guarantor will pay reasonable attorneys' fees, court costs and other expenses incurred by Owner in enforcing or attempting to enforce this Guaranty. This Guaranty shall be binding upon the Guarantor and shall inure to the benefit of the Owner, and their respective heirs, distributees, executors, administrators, successors and assigns. The Guarantors shall be jointly and severally liable under this Guaranty.

Guarantor further agrees that if Subtenant becomes insolvent or shall be adjudicated a bankrupt or shall file for reorganization or similar relief or if such petition is filed by creditors of Subtenant, under any present or future Federal or State law, Guarantor's obligations hereunder may nevertheless be enforced against the Guarantor. The termination of the Sublease pursuant to the exercise of any rights of a trustee or receiver in any of the foregoing proceedings, shall not affect Guarantor's obligation hereunder or create in Guarantor any setoff against such obligation. Neither Guarantor's obligation under this Guaranty nor any remedy for enforcement thereof, shall be impaired, modified or limited in any manner whatsoever by any impairment, modification, waiver or discharge resulting from the operation of any present or future operation of any present or future provision under the National Bankruptcy Act or any other statute or decision of any court. Guarantor further agrees that its liability under this Guaranty shall be primary and that in any right of action which may accrue to Owner under the Sublease, Owner may, at its option, proceed against Guarantor and Subtenant, or may proceed against either Guarantor or Subtenant without having commenced any action against or having obtained any judgment against Subtenant or Guarantor.

Dated, *MM/DD/YYYY* _____

_____ X _____

Guarantor Name Guarantor Signature

_____ Address

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and said State of New York, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

X _____
Notary Public

_____ X _____

Guarantor Name Guarantor Signature

_____ Address

STATE OF NEW YORK)
) ss.:
COUNTY OF)

On the ____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and said State of New York, _____ personally appeared, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

X _____
Notary Public

BoardPackageReview

Exhibit A

MEMORANDUM CONFIRMING TERM

[REDACT IF INAPPLICABLE]

THIS MEMORANDUM ("Memorandum") Is made as of *MM/DD/YYYY* between _____, ("Owner") and _____ ("Subtenant"), pursuant to that certain Sublease Agreement between Owner and Subtenant dated as of *MM/DD/YYYY* (the "Lease") for the Apartment located at _____ (the "Apartment"), and more particularly described in the Sublease. All initial-capitalized terms used in this Memorandum have the meanings ascribed to them in the Sublease.

1) Owner and Subtenant hereby confirm that:
   (a) The Sublease Commencement Date of the Sublease Term is *MM/DD/YYYY*;
   (b) The expiration date of the Sublease Term is *MM/DD/YYYY*; and
   (c) The date Rent commences under the Sublease is *MM/DD/YYYY*.

2) Subtenant hereby confirms that:
   (a) All commitments, arrangements, or understandings made to induce Subtenant to enter into the Sublease have been satisfied;
   (b) The condition of the Apartment complies with Owner's obligations under the Sublease; and
   (c) Subtenant has accepted and is in full and complete possession of the Apartment.

3) This Memorandum shall be binding upon and inure to the benefit of the parties and their permitted successors and assigns.

IN WITNESS WHEREOF, the parties have executed this Memorandum as of the date first set forth above.

OWNER:

By: X_____
Name

SUBTENANT:

By: X_____
Name

By: X_____
Name

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3. Sublease Application

Please complete the Lease Application (enclosed).

AKAM
EST. 1983

Application Date: _____

Applicant's Last Name(s): _____

Unit #: _____

COOPERATIVE LEASE APPLICATION

GENERAL INFORMATION

Building Name: _____ Length of Lease _____ Unit # _____

Building Address: _____ Lease Start Date *MM/DD/YYYY* Lease End Date *MM/DD/YYYY*

Monthly Rent _____ Annual Rent _____ Security Deposit _____

OWNER'S INFORMATION

Owner's Name(s): _____ Home Phone: *(000) 000-0000* _____

Current Address: _____ Cell Phone: *(000) 000-0000* _____

_____ Email Address _____

APPLICANT'S INFORMATION

	Applicant	Co-Applicant
Name:	_____	_____
Email Address	_____	_____
Home Phone	*(000) 000-0000*	*(000) 000-0000*
Cell Phone	*(000) 000-0000*	*(000) 000-0000*
Work Phone	*(000) 000-0000*	*(000) 000-0000*
Current Address	_____	_____
	_____	_____
Time at Address	From *MM/DD/YYYY* To *MM/DD/YYYY*	From: *MM/DD/YYYY* To *MM/DD/YYYY*
Own or Rent?	____ Own ____ Rent	____ Own ____ Rent
	____ Live at Home ____ Other	____ Live at Home ____ Other
Landlord/Agent	_____	_____
Address	_____	_____

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EST. 1983

Application Date: MM/DD/YYYY
Applicant's Last Name(s):
Unit #:

COOPERATIVE LEASE APPLICATION

EMPLOYMENT INFORMATION

	___ Full-Time	___ Part-Time	___ Full-Time	___ Part-Time
	___ Self Employed	___ Retired	___ Self Employed	___ Retired
Employment Status	___ Student	___ Unemployed	___ Student	___ Unemployed
Profession				
Current Employer				
Empl. Address				
City/State/Zip				
Employment Dates	From MM/DD/YYYY	To MM/DD/YYYY	From: MM/DD/YYYY	To MM/DD/YYYY
Supervisor's Name				
Supervisor's Phone				
Annual Base Salary				
Prior Employer				
Empl. Address				
City/State/Zip				
Employment Dates	From MM/DD/YYYY	To MM/DD/YYYY	From: MM/DD/YYYY	To MM/DD/YYYY
Supervisor's Name				
Supervisor's Phone				
Education History				

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EST. 1983

Application Date:
MM/DD/YYYY
Applicant's Last Name(s):
Unit #:

COOPERATIVE LEASE APPLICATION

FINANCIAL INFORMATION

1. Bank Name: _____ _____

Address: _____ _____

Account Type: ____ Checking ____ Savings ____ Loan ____ Checking ____ Savings ____ Loan

2. Bank Name: _____ _____

Address: _____ _____

Account Type: ____ Checking ____ Savings ____ Loan ____ Checking ____ Savings ____ Loan

3. Bank Name: _____ _____

Address: _____ _____

Account Type: ____ Checking ____ Savings ____ Loan ____ Checking ____ Savings ____ Loan

4. Stockbroker, CPA or Executor *(if any)*: _____ _____

Firm Name: _____ _____

Address: _____ _____

Phone: *(000) 000-0000* *(000) 000-0000*

Email Address: _____ _____

PERSONAL REFERENCES

1. Name: _____ _____

Phone: *(000) 000-0000* *(000) 000-0000*

Email Address: _____ _____

2. Name: _____ _____

Phone: *(000) 000-0000* *(000) 000-0000*

Email Address: _____ _____

3. Name: _____ _____

Phone: *(000) 000-0000* *(000) 000-0000*

Email Address: _____ _____

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AKAM
EST. 1983

Application Date: MM/DD/YYYY
Applicant's Last Name(s):
Unit #:

COOPERATIVE LEASE APPLICATION

PROFESSIONAL REFERENCES

1. Name: _____ _____

Phone: (000) 000-0000 _____ (000) 000-0000 _____

Email Address: _____ _____

2. Name: _____ _____

Phone: _____ _____

Email Address: _____ _____

3. Name: _____ _____

Phone: _____ _____

Email Address: _____ _____

GUARANTOR / TRUST INFORMATION

___ *Not Applicable*

Name of Guarantor: _____

Relation to Applicant: _____

Guarantor Phone (000) 000-0000 _____

EMPLOYMENT INFORMATION

___ Full-Time ___ Part-Time ___ Self-Employment

Employment Status ___ Retired ____ Student _____ Unemployed

Profession: _____

Current Employer: _____

Empl. Address: _____

City/State/Zip: _____

Employ. Dates From MM/DD/YYYY To MM/DD/YYYY

Supervisor's Name: _____

Supervisor's Phone: _____

Annual Base Salary _____

FINANCIAL INFORMATION

1. Bank Name: _____

Address: _____

Account: ___ Checking ____ Savings ____ Loan

2. Bank Name: _____

Address: _____

Account: ___ Checking ____ Savings ____ Loan

ADDITIONAL INFORMATION

Names & ages for all occupants: _____ _____

_____ _____

_____ _____

_____ _____

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Application Date: MM/DD/YYYY
Applicant's Last Name(s):
Unit #:

COOPERATIVE LEASE APPLICATION

Name(s) of residents in building known by Applicant(s): _____

_____

Do you have pets? ___ Yes ___ No *(Please refer to the building rules regarding pets)*

If yes, list type, breed and age: _____

Do any occupants smoke? (cigarettes, cigars, pipes, etc.) ___ Yes ___ No **Occupancy Will Be:** ___ Full Time __ Part Time ___ Pied-A-Terre

If yes, please explain: _____

_____

_____

The foregoing application, including all personal and financial information, has been carefully prepared, and the undersigned hereby solemnly declare(s) and certifies that all the information is true and correct and that all financial information submitted is a true and accurate statement of the undersigned as of the date set forth by each signature. The agents neither bear nor assume any responsibility whatsoever for the verification of completeness of the information contained herein. In addition, the undersigned hereby authorize(s) the managing agent and cooperative corporation to share such portions of the application as they may reasonably believe necessary to fulfill the purposes of this application with other parties, and further agree to hold the managing agent, its employees and agents harmless from any error or omission in the transfer of the information or the distribution of such information to third parties.

Applicant: X _____ Date: MM/DD/YYYY

Co-Applicant: X _____ Date: MM/DD/YYYY

(If Applicable)

Guarantor: X _____ Date: MM/DD/YYYY

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4. Sprinkler Disclosure

Please complete Sprinkler Disclosure (enclosed).

THE REAL ESTATE BOARD OF NEW YORK, INC. SPRINKLER DISCLOSURE LEASE RIDER

Pursuant to the New York State Real Property Law, Article 7, Section 231-a, effective December 3, 2014 all residential leases must contain a conspicuous notice as to the existence or non-existence of a Sprinkler System in the Leased Premises.

Name of Tenant(s)/Sub-Tenants/ Occupants: _____

Lease Premises Address: _____

Apartment Number: _____(the Leased Premises)

Date of Lease: MM/DD/YYYY

CHECK ONE:

☐ 1. There is NO Maintained and Operative Sprinkler System in the Leased Premises.

☐ 2. There is a Maintained and Operative Sprinkler System in the Leased Premises.

A. The last date on which the Sprinkler System was maintained and inspected was on MM/DD/YYYY.

A Sprinkler System is a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread (Executive Law of New York, Article 6-C, Section 155-a(5)).

Acknowledgment & Signatures:

I, the Tenant/Sub-Tenant/Occupant, have read the disclosure set forth above. I understand that this notice, as to the existence or non-existence of a Sprinkler System is being provided to me to help me make an informed decision about the Leased Premises in accordance with New York State Real Property Law Article 7, Section 231-a.

Tenant/Sub-Tenant/Occupant:

Name: _____

Signature: X _____ Date: MM/DD/YYYY

Name: _____

Signature: X _____ Date: MM/DD/YYYY

Owner:

Name: _____

Signature: X _____ Date: MM/DD/YYYY

Boilerplate Preview

5. Disclosure of Smoking Policy

Please complete Smoking Policy (enclosed).

SAMPLE POLICY ON SMOKING FOR RESIDENTIAL BUILDING

Building/Property Address: _____

There is no safe amount of exposure to secondhand smoke. Adults exposed to secondhand smoke have higher risks of stroke, heart disease and lung cancer. Children exposed to secondhand smoke have higher risks of asthma attacks, respiratory illnesses, middle ear disease and sudden infant death syndrome (SIDS). For these reasons, and to help people make informed decisions on where to live, New York City requires residential building owners (referred to in this policy as the Owner/Manager, which includes the owner of record, seller, manager, landlord, any agent thereof or governing body) in buildings with three or more residential units to create a policy on smoking and share it with all tenants. The building policy on smoking applies to any person on the property, including guests.

Definitions

a. Smoking: inhaling, exhaling, burning or carrying any lighted or heated cigar, cigarette, little cigar, pipe, water pipe or hookah, herbal cigarette, non-tobacco smoking product (e.g., marijuana or non-tobacco shisha), or any similar form of lighted object or device designed for people to use to inhale smoke

b. Electronic Cigarette (e-cigarette): a battery-operated device that heats a liquid, gel, herb or other substance and produces vapor for people to inhale

Smoke-Free Air Act

New York City law prohibits smoking and using e-cigarettes of any kind in indoor common areas, including but not limited to, lobbies, hallways, stairwells, mailrooms, fitness areas, storage areas, garages and laundry rooms in any building with three or more residential units. NYC Admin. Code, 17-505.

Policy on Smoking

Smoking is not allowed in the locations checked below (check all boxes that apply). ***Even if no boxes are checked, the Smoke-Free Air Act bans smoking tobacco or non-tobacco products, and using e-cigarettes in indoor common areas.***

- ☐ Inside of residential units*
- ☐ Outside of areas that are part of residential units, including balconies, patios and porches
- ☐ Outdoor common areas, including play areas, rooftops, pool areas, parking areas, and shared balconies, courtyards, patios, porches or yards.
- ☐ Outdoors within 15 feet of entrances, exits, windows, and air intake units on property grounds
- ☐ Other areas/exceptions:

_____

* Rent-stabilized and rent-controlled units may be exempt from a policy restricting smoking inside residential units unless the existing tenant consents to the policy in writing.

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SAMPLE POLICY ON SMOKING FOR RESIDENTIAL BUILDING

Complaint Procedure

Complaints about smoke drifting into a residential unit or common area should be made promptly to the Owner/Manager listed here _____. Complaints should be made in writing and should be as specific as possible, including the date, approximate time, location where smoke was observed, building address, description of incident and apparent source of smoke.

Acknowledgment and Signatures:

I have read the policy on smoking described above, and I understand the policy applies to the property. I agree to comply with the policy described above.

For rental units, I understand that violating the smoking policy may be a violation of my lease. For condominiums, cooperatives or other owned units, I understand that violations of the policy on smoking may be addressed according to the buildings governing rules.

Owner/Manager's printed name _____

Owner/Manager's signature X _____ Date *MM/DD/YYYY*

Tenant's printed name _____

Tenant's signature X _____ Date *MM/DD/YYYY*

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6. Window Guard Notice

Please complete Window Guard Rider (enclosed).

NOTICE TO BUYER/TENANT/OCCUPANT(S)

WINDOW GUARDS REQUIRED

Property Address: _____ Unit #: _____

You are required by law to have window guards installed in all windows if a child 10 years of age or younger lives in your apartment/unit.

Your landlord is required by law to install window guards in your apartment/unit:

if a child 10 years of age or younger lives in your apartment/unit,

OR

if you ask him to install window guards at any time (you need not give a reason).

It is a violation of law to refuse, interfere with installation, or remove window guards where required, or to fail to complete and return this form to your landlord.

Check one:

☐ Children 10 years of age or younger live in my apartment/unit

☐ No children 10 year of age or younger live in my apartment/unit

☐ I want window guards even though I have no children 10 years of age or younger

Acknowledged, Understood and Agreed by:

Buyer/Tenant/Sub-Tenant Name: _____

Signature: X _____ Date: *MM/DD/YYYY*

Buyer/Tenant/Sub-Tenant Name: _____

Signature: X _____ Date: *MM/DD/YYYY*

For More information on Window Fall Prevention, contact:
Call 311
125 Worth Street, Room 222A
New York, NY 10013

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7. Bedbug Disclosure

Please complete Bedbug Disclosure (enclosed).

NOTICE TO TENANT/SUB-TENANT/OCCUPANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY

Pursuant to the New York City Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant/sub-tenant/occupant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Tenant(s)/Sub-Tenant(s)/Occupant(s):_____

Subject Premises Address: _____

Apartment Number: _____

Date of Vacancy lease: MM/DD/YYYY _____

BEDBUG INFESTATION HISTORY

(only boxes checked apply)

- ☐ There is no history of any bedbug infestation within the past year in the building or in any apartment.
- ☐ During the past year, the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the _____ floor(s).
- ☐ During the past year the building had a bedbug infestation history on the _____ floor(s) and it has not been the subject of eradication measures.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were employed.
- ☐ During the past year the apartment had a bedbug infestation history and eradication measures were not employed.
- ☐ Other: _____

Tenant(s)/Sub-Tenant(s)/Occupant(s):

Name: _____

Signature: X _____ Date: MM/DD/YYYY

Name: _____

Signature: X _____ Date: MM/DD/YYYY

Owner/Agent/Managing Agent:

Name: _____

Signature: X _____ Date: MM/DD/YYYY

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8. Indoor Allergen Hazard Disclosure

Please complete Indoor Allergen Hazard Disclosure (enclosed).

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS

1. The owner of this building is required, under New York City Administrative Code section 27-2017.1 et seq., to make an annual inspection for indoor allergen hazards (such as mold, mice, rats, and cockroaches) in your apartment and the common areas of the building. The owner must also inspect if you inform him or her that there is a condition in your apartment that is likely to cause an indoor allergen hazard, or you request an inspection, or the Department has issued a violation requiring correction of an indoor allergen hazard for your apartment. If there is an indoor allergen hazard in your apartment, the owner is required to fix it, using the safe work practices that are provided in the law. The owner must also provide new tenants with a pamphlet containing information about indoor allergen hazards.

2. The owner of this building is also required, prior to your occupancy as a new tenant, to fix all visible mold and pest infestations in the apartment, as well as any underlying defects, like leaks, using the safe work practices provided in the law. If the owner provides carpeting or furniture, he or she must thoroughly clean and vacuum it prior to occupancy. This notice must be signed by the owner or his or her representative, and state that he or she has complied with these requirements.

I, _____(owner or representative name in print), certify that I have complied with the requirements of the New York City Administrative Code section 27-2017.5 by removing all visible mold and pest infestations and any underlying defects, and where applicable, cleaning and vacuuming any carpeting and furniture that I have provided to the tenant. I have performed the required work using the safe work practices provided in the law.

Signed:
Print Name:
Date:

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9. Consent Form

Please complete Consent Form (enclosed).

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CONSENT FORM DISCLOSURE OF INFORMATION

Applicant

Name: _____

Date of Birth: *MM/DD/YYYY* _____ Social Security #: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Co-Applicant

Name: _____

Date of Birth: *MM/DD/YYYY* _____ Social Security #: _____

Home Address: _____

City: _____ State: _____ Zip: _____

If Applicable

Guarantor / Other Adult

Name: _____

Date of Birth: *MM/DD/YYYY* _____ Social Security #: _____

Home Address: _____

City: _____ State: _____ Zip: _____

I hereby give consent for an investigative consumer report to be done on me for tenancy purposes. I hereby authorize, without reservation, any credit agency contacted by AKAM Associates or Tenant Alert to furnish any and all information required. This releases the aforesaid parties from any liability and responsibility for collecting the above information at any time.

According to the Fair Credit Reporting Act (Law 91-508) SS 606:
A person may not procure or cause to be prepared an investigative consumer report on any consumer unless it is clearly and accurately disclosed to the consumers that an investigative consumer report may be made. I also understand that if I am denied tenancy because of the consumer investigation, it is my right to have the name of the agency or agencies disclosed to me within the time allowed. This authorization, in original or copy form, shall be valid for this and any further reports or updates that my be requested.

According to the Fair Chance Housing Act (Int. No. 632-A):
An applicant for housing must receive prior notice that a criminal background check will be conducted. Should conditional approval for an application for housing be received, a criminal background check may be conducted. This authorization, in original or copy form, shall be valid for this and any further reports or updates that my be requested.

Applicant's Signature: X _____ Date: *MM/DD/YYYY* _____

Co-Applicant's Signature: X _____ Date: *MM/DD/YYYY* _____

Guarantor/Other Adult Signature: X _____ Date: *MM/DD/YYYY* _____

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10. Employer Reference Letter

Please upload a Letter from the prospective purchaser's Employer verifying annual salary, position held & length of employment. If self-employed please provide a letter from your accountant detailing the same.

11. Pay Stubs

Please upload four 4 recent and consecutive Pay Stubs.

12. Landlord/Managing Agent Reference Letter

Please upload Landlord/Managing Agent Reference Letter.

13. Tax Returns + W-2's

Please Upload past two (2) years' signed Federal Income Tax Returns (Form 1040) including W-2s and all schedules.

14. Financial Statement

Please complete Financial Statement showing all personal assets and liabilities with documentation (brokerage statements, bank statements, etc.) supporting all assets listed (enclosed).

Financial Statement

Applicant: _____ Co-Applicant: _____

Address: _____ Address: _____

Monthly Sources of Income and Projected Housing Expenses

Income:	Applicant	Co-Applicant	Expenses:	Applicant (present)	Co-Applicant (present)	Joint/Total (after closing)
Base monthly salary:			Rent:			
Overtime (monthly):			Maintenance:			
Bonuses (monthly):			Mortgages/Loan:			
Commissions (monthly):			Hazard insurance:			
Dividends/Interest:			Real estate taxes:			
Net rental income:			Other expenses*:			
Other Income (Itemize)						
TOTAL:			TOTAL:			

Assets & Liabilities

ASSETS	Applicant	Co-Applicant	LIABILITIES	Applicant (present)	Co-Applicant (present)
Cash (Sched. A)			Notes Payable to banks:		
Contract Deposit			Notes payable to relatives:		
Stocks & bonds (Sched. B)			Notes payable to others:		
Investment in own business:			Install accounts payable:		
Accounts receivable:			Automobile:		
Real Estate Owned (Sched. C)			Other accounts payable:		
Automobiles:			Mortgages payable:		
Personal Property			Unpaid real estate taxes:		
Life insurance (cash value):			Unpaid income taxes:		
Retirement funds/IRA:			Chattel mortgages:		
401K:			Loans on life insurance:		
KEOGH:			Credit card debt:		
Profit sharing / pension:			Other debts - itemize:		
Other assets (Sched. D):			TOTAL LIABILITIES:		
TOTAL ASSETS:			NET WORTH:		

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Itemized Schedule of Assets & Liabilities

Schedule A - Cash/Money Market Fund (attach additional pages if necessary) - Total should match cash line above

Applicant or Co-Applicant	Financial Institution	Type of account	Account Balance

Itemized Schedule of Assets & Liabilities (continued)

Schedule B - Stock, Bonds and Mutual Funds (attach additional fields if necessary) - Total Should match Stocks & Bonds Line

Description	Amount of Shares	Marketable value	Non-marketable value

Itemized Schedule of Assets & Liabilities (continued)

Schedule C - Real Estate (attach additional pages if necessary) - Total should match Real Estate line on previous page.

Applicant or Co-applicant	Property Address	Type of Property	Amount of Mortgages/liens	Mortgage Payment	Insurance main, tax & misc.

Itemized Schedule of Assets & Liabilities (continued)

Schedule D - Other Assets (attach additional pages if necessary)

Explanation:

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IF YOU ARE A PRINCIPAL OF, OR ARE EMPLOYED BY, A FAMILY BUSINESS, PLEASE COMPLETE THIS SECTION:

	Applicant	Co-Applicant
Dividend or partnership income (present year)		
Dividend or partnership income (prior year)		
Dividend or partnership income (second prior year)		

DECLARATIONS

	Applicant	Co-Applicant
Are there any outstanding judgements against you?		
Have you been declared bankrupt in the past 7 years?		
Have you had a property foreclosed upon or given title or deed in lieu thereof in the past 7 years?		
Are you a party to a lawsuit?		
Have you directly or indirectly been obligated on any loan that resulted in foreclosure, transfer of title in lieu of foreclosure or judgement?		
Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond or loan guarantee?		
Are you obligated to pay alimony, child support, or separate maintenance?		
Is any part of the down payment borrowed?		
Are you a co-maker or endorser on a note?		
Do you intend to occupy the property as your primary residence?		
Have you had ownership interest in a property in the last 3 years?		
If yes, what type of property did you own?		
How did you hold title to the property?		

If answering "yes" to any questions, please explain on a separate page

The foregoing application has been carefully prepared, and the undersigned hereby solemnly declare(s) and certify(s) that all information contained herein is complete, true and correct. The information is submitted as being a true and accurate statement of the financial condition of the undersigned on the _____ day of _____, 20_____.

X _____ _____
Applicant Date

X _____ _____
Co-Applicant (if any) Date

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15. Personal Reference Letters

Please upload two (2) signed Personal Letters of Reference for each applicant.

16. Professional Reference Letters

Please upload three (3) Professional Letters of Reference.

17. Applicants Release

Please complete the Applicant's Release form (enclosed).

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Applicants' Release

Re: _____

Unit #: _____

The undersigned applicant(s) is (are) submitting an application to sublease the above referenced apartment.

Applicant has submitted payment for certain fees including but not limited to fees to check applicants credit and to process this application.

Applicant acknowledges that the application to purchase/lease the apartment may or may not be approved by the Board of Directors of the Cooperative Corporation owning the building in its sole discretion and that if the application is not approved, no reason for the disapproval needs to be given. Whether the application is approved or not approved, certain costs and expenses will be incurred and the fees described above will not be refunded to the applicant(s).

X _____ Date: *MM/DD/YYYY*
Applicants Signature

X _____ Date: *MM/DD/YYYY*
Co-Applicants Signature

X _____ Date: *MM/DD/YYYY*
Guarantors Signature (if applicable)

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18. Emergency Contact Information

Please complete the Emergency Contact Information form (enclosed).

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EMERGENCY CONTACT INFORMATION

Shareholder's Name: _____ Personal Email: _____

Business Name: _____ Business Email: _____

Address: _____ Cell Phone: *(000) 000-0000* _____

City/State/Zip: _____ Business Phone: *(000) 000-0000* _____

Please list any other contact information (vacation home, beeper):

_____

_____

_____

Co-Shareholder's Name: _____ Personal Email: _____

Business Name: _____ Business Email: _____

Address: _____ Cell Phone: *(000) 000-0000* _____

City/State/Zip: _____ Business Phone: *(000) 000-0000* _____

Please list any other contact information (vacation home, beeper):

_____

_____

_____

Emergency Contact Information: (other than Shareholder)

Name: _____

Relationship to Shareholder(s): _____ Email: _____

Home Phone: *(000) 000-0000* _____ Cell Phone: *(000) 000-0000* _____

Please list all names of any additional occupants who will reside on the premises, including children

Additional Occupant	Age	Relationship

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19. Lender Approval Documents

Please complete the Lender Approval Documents (enclosed).

SPECIAL INSTRUCTIONS REGARDING APPROVALS FOR SUBLEASES

If you have a loan secured by the shares allocated to your apartment, you, the Cooperative Corporation, and the Lender executed a document commonly known as a Recognition Agreement. That agreement requires the Lenders consent for any subletting.

Attached is a form letter which you may use to request the Lenders approval to sublet your apartment. We recommend that you send the letter by certified mail, return receipt requested. Your sublet application will not be processed by this office unless you include an original letter from the Lender approving the sublet with you application package.

If you do not have a loan secured by your stock, please complete the certification below, have it notarized, and return it with your application.

CERTIFICATION

The undersigned shareholder(s) hereby certify that the shares of stock and the proprietary lease for Apartment _____ in the building located at _____, are not currently pledged as security for any loan to the undersigned.

X _____
Shareholder Signature

X _____
Shareholder Signature

Dated: *MM/DD/YYYY* _____

Sworn to before me this _____ day if _____ 20____,

_____
Notary Public

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Certified Mail - Return Receipt Requested

Date: *MM/DD/YYYY*

To: Lender: _____

_____

_____

Re: Borrower: _____

Address: _____

_____

Apartment: _____

Loan #: _____

Dear Madam/Sir:

The undersigned is the borrower(s) of the above referenced loan which is secured by the shares of stock allocated to the above referenced apartment and an assignment if the proprietary lease for such apartment.

A recognition agreement was executed in connection with the loan which requires your consent to any subletting of the apartment, which consent may not be unreasonably withheld.

The undersigned desires to sublet the apartment, and hereby requests your consent thereto. This consent must be submitted to the Board of Directors of the Cooperative Corporation with the formal request for approval.

Please confirm your approval by forwarding a letter to the undersigned. A sample of a letter for this purpose is attached hereto.

Thank you in advance for your prompt attention to this matter.

Very truly yours,

_____

Borrower

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Lender Letterhead

Date: *MM/DD/YYYY* _____

Name and address of Borrower

Re: Borrower: _____

Address: _____

_____

Apartment: _____

Loan #: _____

Dear Shareholder:

We have a received your letter requesting approval to sublet the above referenced apartment for which a loan secured by the shares of stock allocated to the above referenced apartment and an assignment of the proprietary lease for such apartment had been made by us.

Please be advised that your request is hereby around.

X _____
Name

_____
Title

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20. Acknowledgment of Building Policies

Please complete the Building Policies Acknowledgment (enclosed).

AKAM
EST. 1983

99 Park Avenue
14th Floor
New York, New York 10016
Phone: 212.986.0001
Fax: 212.986.0002
www.akam.com

ACKNOWLEDGMENT OF BUILDING POLICIES

Building: _____ Unit #: _____

Please initial each policy and sign the form below.

Tenant	Co-Tenant	Guarantor	Acknowledgement
_____	_____	_____	**Rules and Regulations:** The Undersigned have received and read the Rules & Regulations for the above referenced building and understand that, as either a unit owner or as a subtenant, are bound by these Rules & Regulations and any subsequent revision thereto.
_____	_____	_____	**Damage Responsibility:** The Undersigned, as either unit owner or subtenant, agree to accept responsibility for any damage incurred to the elevators and public areas during my / our move into / out of the above referenced building.
_____	_____	_____	**Move In / Move Out Policy:** The Undersigned have received and read the Move In / Move Out Policy for the above referenced building and agree to, as either a unit owner or as a subtenant, follow the policy and pay all required fees and deposits.
_____	_____	_____	**Pet Policy:** The Undersigned, as either unit owner or subtenant, have read and understand the Pet Policy for the above referenced building.

_____ _____
Applicant's Name Co-Applicant's Name

X _____ X _____
Applicant's Signature Co-Applicant's Signature

Date: *MM/DD/YYYY* Date: *MM/DD/YYYY*

If Applicable:

_____ X _____
Guarantor's Name Guarantor's Signature

Date: *MM/DD/YYYY*

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21. Lead Paint Disclosure

Please complete the Lead Paint form (enclosed). Please refer to the EPA Pamphlet for additional information.

LEAD-BASED PAINT DISCLOSURE

Property Address _____ Unit _____

Every purchaser/lessee of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller/lessor of any interest in residential real property is required to provide the buyer/lessee with information on lead-based paint hazards from risk assessments or inspections in the seller/lessor's possession and notify the buyer/lessee of any known lead-based hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase/ lease.

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

Seller/Lessor's Disclosure

a. Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):
   i. ☐ Known lead-based paint and/or lead-based paint hazards are present in the Unit and/or commons areas (explain).
   _____
   _____
   ii. ☐ Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the Unit and/or commons areas.
b. Records and reports available to the Seller/Lessor (check (i) or (ii) below):
   i. ☐ Seller/Lessor has provided the Purchaser/Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Unit and/or commons areas (list documents).
   _____
   _____
   ii. ☐ Seller/Lessor has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the Unit and/or commons areas.

Purchaser(s)/Lessee(s)'s Acknowledgment (initial (c) and (d) below):

c. _____ Purchaser/Lessee has received copies of all information listed above.
d. _____ Purchaser/Lessee has received the pamphlet Protect Your Family from Lead in Your Home.
e. Purchaser/Lessee has (check (i) or (ii) below):
   i. ☐ Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint.
   ii. ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead- based paint hazards.

Agent's (Broker) Acknowledgment to initial (f) below):

f. _____ Agent (All Brokers) has informed the Seller/Lessor of the Seller's/Lessor's obligation under 42 U.S.C. 4852d and is aware of Agent's (All Brokers) independent responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

X _____ Seller/Lessor #1 Signature	MM/DD/YYYY Date	X _____ Purchaser/Lessee #1 Signature	MM/DD/YYYY Date
X _____ Seller/Lessor #2 Signature	MM/DD/YYYY Date	X _____ Purchaser/Lessee #2 Signature	MM/DD/YYYY Date
X _____ Seller/Lessor's Agent Signature	MM/DD/YYYY Date	X _____ Purchaser/Lessee's Agent Signature	MM/DD/YYYY Date

BoardPackager Preview







Protect Your Family From Lead in Your Home

Boardpackage Preview

EPA United States Environmental Protection Agency

United States Consumer Product Safety Commission

United States Department of Housing and Urban Development

June 2017

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



EPA Package Preview

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

BoardPackager Preview

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

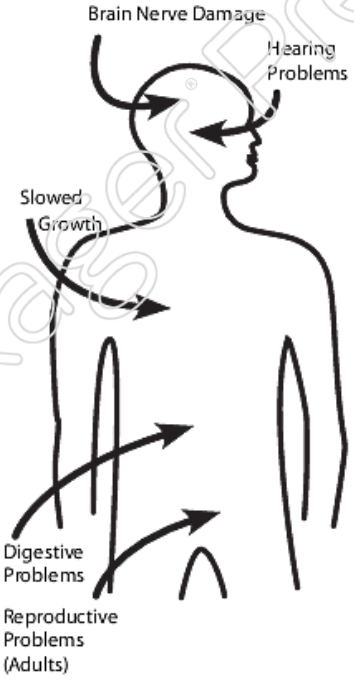
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Preview

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:



- Nervous system and kidney damage
- Learning disabilities, attention-deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage

While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

BoardPackager Preview

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

BoardPackager Preview

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.[1]

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.[2]

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

BoatOPackage Preview

[1] "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

[2] "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu g/ft^2$) and higher for floors, including carpeted floors
- 250 $\mu g/ft^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Book Packager Preview

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
  - Portable x-ray fluorescence (XRF) machine
  - Lab tests of paint samples



- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
  - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
  - Sample dust near painted surfaces and sample bare soil in the yard
  - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

BookBrackage Preview

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.[3]

BoardPackager Preview

[3] Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

EB Board Package Preview

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.



- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead–safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

BoardPackage Preview

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot (µg/ft^2) for floors, including carpeted floors
- 250 µg/ft^2 for interior windows sills
- 400 µg/ft^2 for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

BoardPackager Preview

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:



- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*

RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
  - Open-flame burning or torching
  - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
  - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right.*

Boilerplate Preview

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800 424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

* Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

BoardPackager Preview

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.[4]
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as **"greta"** and **"azarcon,"** used to treat an upset stomach.

BoardPackager Preview

[4] In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center
Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/safewater and hud.gov/lead, or call **1-800-424-LEAD (5323).**

EPA's Safe Drinking Water Hotline
For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline
For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772,** or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies
Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/safewater, or contact the National Lead Information Center at **1-800-424-LEAD.**

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

EPA Booklet Package Preview

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

RRP Board Package Preview

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC
4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
June 2017

BoardPackager Preview

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

BoardPackager Preview

22. Fire Safety Acknowledgement

Please complete the Fire Safety Acknowledgement (enclosed).

FIRE SAFETY ACKNOWLEDGEMENT FORM

I/We hereby acknowledge receipt of the attached fire safety plan and fire safety notice (sticker) in connection with the lease of **Apartment** at the premises known as **81 Irving Place, New York, New York 10003**

I hereby agree that I am responsible for the posting and maintenance of the fire safety notice on my respective apartment entrance door. The fire safety notice must be posted on the inside surface of the apartment entrance door so that no part of the notice is lower than four feet from the floor and no higher than five and one-half feet from the floor.

READ, AGREED AND ACCEPTED

_____	_____
Applicant Name (Print)	Applicant Name (Print)
_____	_____
Applicant Signature	Applicant Signature
_____	_____
Date	Date

BoardPackager Preview

23. Homeowner's Insurance Policy

Please upload a copy of the Homeowner's Insurance, evidencing general liability in excess of $1,000,000.

24. Subtenant's Renter's Insurance Policy

Please upload a copy of the Subtenant Renter's Insurance, evidencing general liability in excess of $1,000,000.

25. Corporations Designation of Occupant

Please complete Corporation's Designation of Occupant, if applicable (enclosed).

AKAM

EST. 1983

CORPORATION'S DESIGNATION OF OCCUPANT

Name of LLC/Corporation: _____ Unit #: _____

_____

Name(s) of each individual designated to occupy unit (if children, include age(s)):

_____ _____

_____ _____

_____ _____

_____ _____

Term of Occupancy: _____

Occupants relationship to the LLC/Corporation: _____

_____

Name & Title of Authorized Officer

X _____

Signature of Authorized Officer

MM/DD/YYYY _____

Date

BoardPackager Preview

26. Current Shareholders Personal Information

Please complete Current Unit Owner's Personal Information (enclosed).

AKAM
EST. 1983

CURRENT UNIT OWNERS PERSONAL INFORMATION

Unit #: _____

Unit Owners Name: _____

Unit Owners Forwarding Address: _____

_____

Unit Owners Business Address: _____

_____

Unit Owners Daytime Phone Number: *(000) 000-0000* _____

Unit Owners Evening Telephone Number: *(000) 000-0000* _____

Unit Owners Cell Phone Number: *(000) 000-0000* _____

Unit Owners Email Address: _____

BoardPackager Preview

27. Rules and Regulations

Rules and Regulations enclosed for informational purposes.

House Rules, Policies, and Procedures for Shareholders and Residents of Irving Tenants Corp.

BoardPackager Preview

Irving Tenants Corp.
81 Irving Place
New York, New York 10003

Effective
March 2013

Contact Information and Emergency Number

Lobby phone.....212-505-7457
Superintendent 212-533-2352

Managed by AKAM Associates, Inc.
260 Madison Ave., 12th Floor Business Hours 212-986-0001
New York, NY 10017 off hours/weekends 212-986-0001

13th Police Precinct 212-477-7411
230 East 21st Street
New York, NY 10010

Life-threatening Emergency 911

Cooper Postal Office 212-254-1389
93 4th Avenue
New York, NY 10003

BoardPackager Preview

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About These House Rules

Effective Date and Violation of House Rules

These House Rules are effective as of July 1, 2002. Violation of any of these House Rules by a shareholder/subtenant/resident shall constitute a violation of a substantial obligation of the By Laws and Proprietary Lease and shall entitle the Cooperative to invoke its remedies under the By Laws and Proprietary Lease and at law or equity, all at the cost and expense of the shareholder.

In the event of any claimed violation of these Rules or those set forth in the Proprietary Lease, By Laws, or original House Rules, the Board shall first give notice thereof to the shareholder with a reasonable time to correct and remedy the same. Upon failure of the shareholder to eliminate the violation within the time specified, the Board may take such steps and measures as are necessary to cause the elimination of the violation, including, without limitation, the imposition of fines and legal action or self-help. Any costs, including attorney's fees so incurred are the responsibility of the shareholder.

Any expense, including attorney's fees, incurred by the Corporation to enforce compliance with these Rules or those set forth in the Proprietary Lease, By Laws, or original House Rules, or any others hereinafter adopted, shall be assessed against the offending shareholder's apartment and shall be collectable in the same manner as maintenance or rent under the Proprietary Lease.

No rescission, alteration, waiver, or addition of any rule or regulation in respect to one shareholder or other occupant shall operate as a rescission, alteration, or waiver in respect to any other Shareholder or occupant.

Amendment of House Rules

These House Rules may be modified, amended, and/or supplemented by the Cooperative's Board of Directors at any time and from time to time.

This document is a product of the 2001/2002 Board of Directors.

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About81 Irving Place

81 Irving Place opened for occupancy as a rental apartment house in 1929. It was converted to cooperative ownership in 1982 as Irving Tenants Corp., (hereafter sometimes referred to as the "Cooperative" or the "Corporation").

Over the years, the success of the Cooperative has been due to the unique spirit of cooperation and neighborliness that exists among the residents of our 102 apartments. Your neighbors in this building come from all walks of life: from business and the arts to education, medicine, law, engineering, social work, and government service.

As a cooperative corporation, Irving Tenants Corp., is both a home and a corporation. Hence, its success depends on both the quality of its residential life and on its financial "bottom line." The residential and fiscal operations of the Cooperative are overseen by a seven-member Board of Directors, all of whom are shareholders, all of whom are nominated and elected to serve at the Cooperative's Annual Meeting, and all of whom volunteer their time and energy for the benefit of all residents. With the help of professional management, legal counsel, and OUT corporate CPA, the Board of Directors has fiduciary duty to the shareholders for the management of the Cooperative's affairs. This duty includes supervising all aspects of the building's operations; providing shareholders with certified Annual Financial Statements; and establishing an annual budget that determines the appropriate monthly maintenance charges.

In accordance with the Corporation's By Laws, it is the privilege and duty of all the Cooperative's shareholders to attend the Annual Meeting of the Cooperative, which is held on the third Wednesday in June, in order to hear reports on the past year's business and to elect new members of the Board of Directors. Moreover, shareholders are expected to fulfill their responsibilities to the Cooperative and their neighbors by adhering to the provisions set forth in the Proprietary Lease. It is also hoped that all qualified shareholders will consider running for the Board of Directors in order to share the responsibilities of cooperative living.

All residents of 81 Irving Place — shareholders and subtenants alike — are expected to reside here with respect and appreciation for the rights of others and in accordance with the rules contained in the Proprietary Lease, the By Laws, the House Rules annexed to the Proprietary Lease and contained in the original Offering Plan, and this document. In the event that the provisions of this document should in any way conflict with the provisions of the Proprietary Lease, the By Laws, and the House Rules, then in such event the provisions of the Proprietary Lease, the By Laws, and the House Rules shall be deemed amended .accordingly.

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The Basics

Maintenance Payments, Arrears Policy, and rate Fees

The Corporation depends on the timely and complete payment of maintenance, assessments, storage rentals, sublet fees, etc., by each shareholder in order to meet its financial obligations, (e.g., staff payroll, mortgage debt service, taxes, etc.), and in order to properly function arid carry on its business.

The Board determines the level of maintenance on a per-share basis. This amount of maintenance, for which each shareholder is responsible, is based on the number Of shares appurtenant to that shareholder's residential apartment.

Maintenance payments are due on the first of each month, and should be remitted in the envelopes provided by Management so that they are received by the Corporation's Managing Agent on or before the first of each month.

If the shareholder's timely and complete maintenance payment is not received by the grace date, currently the 15' of the month, a late fee of $25.00 for each month of arrears will be charged to the shareholder and will be reflected on the following month's billing and on each subsequent billing for each month the account is not made whole.

Upon being 60 days in arrears, it is the Corporation's policy that Management mail a notice of non-receipt to the shareholder in arrears. This notice will request payment in full.

Upon being 90 days in arrears, it is the Corporation's policy that a legal letter be sent to the shareholder advising him/her that the Cooperative's attorneys, and the shareholder's lending institution (if applicable), will be notified of the arrears situation if payment is not received within 10 days of the letter.

Upon being 105 days in arrears, the shareholder's account will be turned over to the Corporation's attorneys for appropriate legal action, including lease termination. Further, any subtenants may be instructed to pay rent directly to the Corporation*, and the shareholder's lending institution, if applicable, may be notified of the default. All fees and costs, including legal fees incurred by the Cooperative in connection with the collection efforts against the shareholder, will be charged to and must be borne by the shareholder in arrears. Said attorney's fees and costs shall be collectible in the same manner as unpaid maintenance is under the Proprietary Lease.

**If the shareholder has a subtenant occupying the apartment in arrears, the Board reserves the right, in accordance with section 352-1 of the General Business Law, to collect the subtenant's rent directly until such time that the shareholder pays all his/her arrears and any other related charges.*

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Superintendent And Building Staff

The Superintendent of our building is employed and paid by the Cooperative and reports to Management. The Superintendent is hired through a process that requires Board approval, lives on the premises, and is on 24-hour call. The Superintendent and other building staff members are recruited through, and are members of, the appropriate local building workers' union.

Because the Superintendent is an employee of the Corporation, he/she is neither expected nor required to take orders from individual shareholders. The Superintendent's duties include supervision of the handyman, porter, and doormen; confirming that goods and services are received in full as ordered; and maintaining the Cooperative's property (i.e., the building's systems, public areas, sidewalks, and basement facilities). A schedule of regular staff maintenance duties is prepared by the Superintendent and approved by the Board, and then effected and supervised by the Superintendent. As mandated, the Superintendent will securely hold a duplicate set of keys to all apartments. *(See Apartment Access and Key Policy, page 18.)*

The staff of our building, including the Superintendent and handyman, will work inside residents' apartments to make minor repairs to faucets, drains, electrical outlets, toilet mechanisms, radiators, etc., but only in response to a written request to the Superintendent that has been placed in the Work Request Box at the basement office door. Residents are requested to inform the Superintendent of what needs his/her attention in a few words, but not how to fix it. Repairs or work that is the responsibility of the apartment resident will be billed on the monthly maintenance bill.

During their regularly assigned work hours, staff will not move heavy furniture or appliances, paint inside apartments, Wash windows, blinds or floors inside apartments, or do any other work not associated with their regular duties. Shareholders may make private arrangements for such work with any staff member to be done during the employee's off-duty hours only, for a mutually agreed-upon fee to be paid to that staff member, and at the shareholder's own risk and expense. The Cooperative has no responsibility or liability in such instances.

No occupant of the building may send any employee of the Cooperative or of the Managing Agent out of the building on any private business.

Complaints About the Superintendent and Building Staff

Generally, residents with- complaints should contact the Superintendent. Complaints about the Superintendent should be sent in writing to the Management. If Management does-not respond in a timely fashion, the Board should be informed in writing of both the complaint against the Superintendent and Management's failure to respond to it. Such communications must be signed; the Board and Management will disregard anonymous messages. Complaints about the handyman or porter should be made in writing to the Superintendent, then to the Management, and finally to the Board,

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Building Amenities and Services

Apartment Appliances

In accordance with the Proprietary Lease, exceptions to the general rules detailed here must be secured prior to installation through a written request to the Board and written consent of the Board.

- Air Conditioners may be professionally installed by the shareholder only with the approval of Management. All other air conditioner installations are prohibited.

- If you are replacing an air conditioner, you must first contact the Superintendent and receive the current information on what is acceptable and what is not according to the New York City Electrical Code.

- Dishwashers and Free Standing Freezers are permitted with approval of Management.

- Washing Machines and Dryers are not permitted in apartments. The laundry room is available 24 hours a day, 7 days a week. *(See Laundry Room on next page.)*

- Electric Heaters are expressly prohibited.

- Shareholders must obtain written approval from the Board to make any installation or renovation that requires access to electrical or plumbing systems within the walls of an apartment. Approval is contingent upon such work being performed by a licensed, bonded and insured electrician or plumber, and compliance with the Corporation's alteration policy which may include the execution and delivery of an Alteration Agreement. Shareholders and residents must comply with all rules relating to apartment alterations. *(See page 11 for Apartment Alterations and Renovations.)*

Bulletin Board

Limited space is provided outside the laundry room for the posting of public notices. Notices should be dated, signed, and include the writer's apartment number. These notices will be removed after a reasonable period of time. The Cooperative reserves the right to remove or refuse notices which, in the Board's sole reasonable judgment, are objectionable or are inappropriate for this limited space.

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Elevators

The building has two elevators. The automated passenger elevator is accessible to all shareholders and residents at all times. The service elevator may be used by residents or shareholders, but the resident or shareholder must first contact the Superintendent in order to gain access to it.

Laundry Room

The laundry room, located in the basement, is for the exclusive use of shareholders and their resident families, guests, and employees, and approved subtenants of shareholders. The laundry room is open 24 hours a day, 7 days a week. It contains coin-operated washing machines and dryers, as well as carts for moving laundry to and from machines.

Since we are a large community of 102 families and individual residents, consideration of others must be exercised in the laundry room. Therefore, the following is required:

- You must be on hand to remove laundry from machine promptly at the end of each cycle. (Laundry remaining in machines for an extended period of time may end up being placed in - a cart for later reclamation.)
- Carts are to remain in the laundry room at all times.
- Machines should not be monopolized, especially on weekends when residents who work fall-time during the week need access to them.
- Pets are not allowed in the laundry room.
- The laundry room is cleaned daily, and everyone's cooperation is needed to maintain its cleanliness. Empty containers and other trash should be disposed of in the appropriate bins for recyclable and non-recyclable materials.
- Dryers should have their lint traps emptied after each use.
- Any machine malfunction should be reported promptly to the Superintendent.
- The Cooperative shall have the right to curtail or relocate the space devoted to the laundry room.

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Storage Bins and Bike Hack

In the back area of the basement of the building there are storage bins and racks for storing bicycles.

Shareholders may purchase the right to use, on a yearly basis, a storage bin for a non-refundable annual fee to be determined by the Board. The Superintendent is in charge of maintaining a list of storage bins and a waiting list, which will be determined on a first come/first served basis. Items stored in the bins are stored at the owner's risk. Each person using a storage bin is responsible for making sure all items fit into the bin and for providing a lock on the bin. Nothing is allowed to be stored outside the bin or on top of the bin. The Corporation reserves the right to relocate the storage bin at any time.

Items can be stored in storage bins only in accordance with the New York City Fire Department and other laws. Items prohibited from being stored in the basement include, but may not be limited to, bedding, upholstered furniture, paints, other flammable objects, and items that may attract rodents or vermin. The Cooperative has fall discretion in determining what articles can and cannot be safely stored.

Shareholders who place hazardous items in their storage bin will be notified by the Cooperative and will be required to comply with these regulations. Failure to comply after reasonable notice will result in the removal and disposal of the disallowed article(s) at the shareholder's expense and with no liability on the part of the Cooperative.

Shareholders may store bicycles on the basement bike rack for a non-refundable annual fee determined by the Board. . Storage is at the owner's risk. The Superintendent is in charge of maintaining a list of each bike storage rack, as well as a waiting list. The Superintendent is also in charge of assigning bike spaces and regulating the use of the rack.

Unregistered bikes and storage items will be removed once a year (after an attempt has been made to find the owners), and will be sold or discarded, with funds from the sale going to the Cooperative.

All storage is at the shareholders' risk.

Telephone Directories

New phone books, whenever issued, are stacked in the basement for pick up by individual residents.

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Housekeeping and Regard for Neighbors

Disposal of Household Refuse/Recycling

At no time are any large items of garbage for disposal to be placed in the hallways or stairwells. For disposal of large items such as refrigerators, furniture, etc., please arrange with the Superintendent regarding when and where they are to be transported to the basement.

All packing materials and all debris from any work being done by a resident must be taken to the basement for disposal. If an outside contractor or delivery person is being used, they must remove all garbage and debris must be removed from the premises by that contractor or delivery person on a daily basis.

Recyclable items must be separated from non-recyclable refuse as required by the NYC Department of Sanitation.

PLEASE NOTE:

Shareholders who fail to comply with the foregoing will be held responsible for damage caused, and for any violations received.

Exterminator

Extermination in the building is performed by a private service and is paid for by the Cooperative. Service is rendered the last Friday of the month. Every resident is encouraged to take advantage of this service.

If you require service, print your name and apartment number on the sign-up sheet posted on the bulletin board outside the laundry room. If you cannot be home at the time of extermination, please arrange for access to your apartment. Please also inform the Superintendent of any infestation problem areas on your floor, and tell the Superintendent if you suspect that infestation comes from a specific neighbor's apartment.

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Pet Policy

Pets are welcome in the Cooperative provided the following regulations are observed:

- Only one pet will be allowed per apartment.

- Pets must be leashed or carried when within the Cooperative's property. They must be leashed and curbed at building street sides. Pets must not be allowed to wander freely in lobby, hallways, elevator or stairwells, or any other public area of the building.

- Owners are responsible for any soilage or damage caused by their pets to the Cooperative's property, both inside and outside the building, up to and including:
  - Carpeting
  - Walls
  - Sidewalks
  - Lobbies
  - Stairwells

  Owners are personally obligated to clean up any soilage immediately. Owners will also be responsible for any replacement costs for damages caused by their pets, and will be billed on their maintenance bill accordingly.

- A pet that continually interferes with the quiet enjoyment of any shareholder(s)/resident(s) shall be subject to removal.

- Disposable kitty litter must be placed in tightly sealed bags for disposal.

- No pigeons or other birds or animals should be fed from the window sills, terraces, balconies or other public areas of the building, or on the sidewalk or street adjacent to the building.

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Public Areas

The lobbies, elevators, hallways, stairwells, basement, and laundry room of the building are public areas.' They are to be used with consideration for others and to conduct the daily business of shareholders, staff, and work persons entering and exiting the building.

Pursuant to New York City Department of Health April 1995 Amendment to No Smoking Laws, all smoking within any common areas of the building, (i.e., stairs, corridors, hallways, lobby, and passenger and service elevators, etc.), is strictly prohibited. This applies to everyone in the building. To avoid fire, residents are cautioned not to extinguish cigarettes, cigars, etc., in trash

receptacles or on carpeting.

Public halls, walls, and apartment doors are not to be decorated by any shareholder/tenant, or used to display messages in support of organizations or causes. (The outside of an apartment door is considered a public area.) However, holiday emblems may be hung temporarily on the outside of an apartment door, with the exception of live wreaths or decorations, which are forbidden by the NYC Fire Department.

It is illegal and dangerous to obstruct public areas with bicycles, baby carriages, shoes and outer footwear, umbrellas, shopping carts, and other such items.

Bicycles may not be parked in halls or stairwells, nor may they be chained to the fence or awning surrounding the building.

Roller skating and rollerblading is expressly prohibited in all of the building's public

areas. The building's public areas must not be used as play areas for children.

No aerial, transmitter, receiver, or satellite dish shall be attached to or hung from the exterior of the building without prior approval of the Board.

Respect for the Right to Peaceful Enjoyment

The consideration of other shareholders and residents, and respect for the right to quiet enjoyment of one's home, require that no shareholder and/or tenant shall permit the creation of any excessive noise, including but not limited to stomping, banging, singing, or playing of televisions, stereo equipment, or musical instruments in a loud manner at any time. Strict adherence to this rule is essential between the hours of 10:00 PM and 8:00 AM.

No shareholder or resident is to use power tools or make noisy repairs or installations between 10:00 ' PM and 8:00 AM weekdays or all day Saturday and Sunday.

Violations of these rules should be reported to the Superintendent with the request that they cease. If violations continue, the aggrieved shareholder should report them to Management in writing.

Shareholders are encouraged to carpet any heavily traveled areas in their apartments so as to lessen noise emanating from their apartments. When complaints occur and noise persists, Management reserves the right to demand the shareholder to install thick nap carpet with heavy sound attenuating padding on 80% of their flooring to correct the condition.

The Board reserves the right to assess penalties for noncompliance.

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Tenancy

Apartment Alterations and Renovation

Shareholders, who are planning to make any renovations that require the use of a contractor, painter, floor finisher, etc., must be current in all payment obligations to the Cooperation including maintenance, assessments, late charges, etc. Shareholders will also be required to provide a copy of a current homeowner's insurance policy prior to commencing alteration work.

Shareholders must first submit their plans in writing to Management and sign an Alteration Agreement in the form prescribed by the Cooperative. The Managing Agent also requires architectural drawings, proof of insurance (both liability and workmen's comp), and proof of licensed professionals doing the work. In addition, a $1,000 escrow check is required to cover any possible damage to neighboring apartments and/or common property as a result of the work. A copy of the Corporation's Alteration Agreement is available in the Superintendent's office.

While work is being done, the contractor must at all times protect the hallway floors and walls from any damage. Contractors and their employees will only be allowed to use the service entrance and the service elevator whenever they are in the building.

Shareholders must adhere to the rules of the Alteration Agreement and allow the Superintendent periodic inspections of the site. Additionally, shareholders doing renovations must inform the Superintendent of the schedule for shipments of any material to be delivered to the building. The Superintendent will decide if the elevators need to be padded and/or if the contractor needs to cover the flooring in the public areas.

Under no circumstances is work allowed to begin before 8:00 AM, and all work must be finished by 4:00 PM, Mondays through Fridays. No work is allowed to be done on Saturdays or Sundays.

Apartment Ambient Temperature

Each shareholder is responsible for maintaining the interior temperature of his or her apartment at an ambient level relative to the season. The Board, its agents, and representatives, shall have the right to enter any apartment to adjust heating and cooling levels to ambient levels if the existing apartment temperatures threaten to damage any apartment or any common areas or creates an undue load on the building's mechanical systems. *(See also Apartment Access and Key Policy on page 18.)*

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Chargeback Policy

The following shall be charged back to the shareholder as appropriate:

- Legal fees billed by Corporate Counsel, where appropriate.
- Repairs done by building staff in shareholder-owned apartments, where appropriate.
- Professional and other fees incurred by the Corporation to have proposed alteration plans reviewed by an engineer.
- Repair of structural damage done to the building by an identifiable shareholder.
- Repair or replacement of toilet flush meters.
- Bank charges for bounced checks/insufficient funds.

Guest/Visitor Policy

Any guest/visitor to a resident of the building must be announced by the doorman to gain access to the building.

Any shareholder who wishes to have a guest occupy his/her apartment for a short period of time must first fill out and sign a Guest Registration Form *(see next page)* and provide the completed form to the Superintendent.

It is the responsibility of the shareholder to ensure that the guest honors the House Rules set forth in this document. The shareholder is responsible for any damages that may be caused by his/her guest.

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GUEST REGISTRATION FORM

IRVING TENANTS CORP.
81 Irving Place, New York, NY 10003

To: The Board of Directors:

The undersigned unit owner hereby represents and Warrants that the following individual(s) is (are) my guest(s) and has my permission to occupy my apartment at 81 Irving Place (hereinafter referred to as the "Building") as follows:

The Undersigned hereby agrees that the permission granted as aforesaid expires on the date indicated in paragraph 5 above at 3 p.m. I do not give permission to my guest(s) to remain in the building after said period absent a duly completed and timely submitted Guest Registration Form.

1. Guests Name:_____
2. Guests Home Phone Number:_____
3. Guests Cell Phone Number:_____
4. Guests Identifying Age:_____ Sex:_____
   Hair Color: _____ Weight: _____
5. Length of Stay (Days):_____
6. From:_____ To:_____
7. Name, address and phone number of person to contact in case of emergency:
   _____
8. Guest has or will have key to my apartment (Yes or No) Circle one

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Individual Apartment Refinancing Policy

Refinancing apartment loans requires Board approval. Policy information and fowls are available through Management.

Move-in/Move-out Procedures

All shareholders and/or subtenants moving into or out of the building must:

- Notify the Superintendent two weeks before the scheduled move.

Provide to the Superintendent a refundable $500 deposit to cover any damages that may occur. Upon completion of the move, the Superintendent will inspect the public areas for any damages. In the event damages occur, the Superintendent will deduct the cost of the repairs from the deposit. If the amount of the damage exceeds the amount of the deposit, the shareholder and/or subtenant will be responsible for promptly paying the balance.

- All trash and debris created by the move-in/out must be taken to the basement for disposal. Nothing is to be left in the halls or stairwells.
- The service entrance must be used to move all personal property into and out of the building.
- Moves into or out of the building are permitted only between- 8:00 AM and 4:00 PM, Monday through Friday. There are no exceptions.

Open House Policy

Open houses are not permitted in the building. No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment, without written Consent of the Board of Directors.

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Professional Apartments

Entrance into and egress from all professional apartments shall be through their designated entrances on the 19th Street side of the building. No patient, employee, or visitor of any doctor who has offices in the building shall be permitted to use the Irving Place entrance, except as permitted by the Board, or to wait in the lobby.

No sign or light fixture shall be attached to any part of the building without approval of the Board.

Sales and Transfer of Sales Policy

All unit sales and transfer of shares must first be approved by the Board of Directors. A form outlining the requirements for submission of a sales request to the Board is available from the Managing Agent. A variety of fees also applies, which fees are outlined in the information available from Management.

An in-person interview between the Board and prospective purchaser is required prior to approval of any sales application. Management will schedule this interview upon receipt and review of the completed application paperwork, and the Board's decision will be communicated to the shareholder by Management in a timely manner following the interview.

Subleasing

The Cooperative allows shareholders to apply to sublet their apartments provided the shareholder is in good financial standing with the Cooperative, and his/her maintenance and any and all other charges are paid in a timely fashion.

Subleases are allowed for periods of one year and are subject to review at the end of each term by the Board. The Board will not consider a sublet for a period of less than one year. The Board, in accordance with the Sublet Policy, must approve each Sublet Renewal.

In no event shall a portion of an apartment (as opposed to the entire apartment) be subleased, and no transient occupant may be accommodated therein.

Any shareholder desiring to sublet his/her apartment must supply complete and proper documents as requested by the Cooperative. A complete list of documents is available from Management. These are to include in the proper lease for sublet in a Cooperative. All of these documents must be

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filled out completely and all fees must be paid before the candidate will be considered for an interview.

If the proposed subtenant meets the standards required of all applicants regarding personal and financial reliability, he/she must be interviewed by the Applications Committee to get acquainted, to discuss and agree to abide by the House Rules, and for the purposes attendant to the interview process. An in-person interview is required prior to approval of any sublease application. Management will schedule this interview upon receipt and review of the completed application paperwork and payment of fees, and the Board's decision will be communicated to the shareholder by Management in a timely manner following the interview.

The Board must approve all sublets in writing prior to the move-in of the subtenant. No shareholder will be allowed to permit a subtenant to occupy his/her apartment before Board approval. If this occurs, the subtenant is subject to eviction at the expense of the shareholder.

The Board reserves the right, in its sole discretion, to accept or reject any proposed sublease agreement for any reason or for no reason.

A shareholder must provide proof of co-op owner's/homeowner's insurance before the Board will interview a prospective subtenant. The subtenant is required to obtain renter's insurance and provide Management with proof of same, and to maintain this insurance for the entire period of the lease.

The shareholder subletting the apartment is responsible for ensuring that his/her subtenant adheres to the terms of the Proprietary Lease and these House Rules.

The shareholder (not the subtenant) remains liable to the Cooperative for payment of maintenance and appliance charges, and any other charges that may be required of all shareholders, (One such charge is a damage escrow of $500 upon move-in/out of the building as described in the Move-in/Move-out Procedures on page 14.)

A fee of 10% of the yearly lease will be charged to the shareholder's maintenance on a monthly basis for the duration of the approved sublease.

Additional fees currently are as follows

To the Management: $125 for credit check, $500 for processing.

To the Cooperative: $100 for processing, $500 move-in escrow.

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Terraces

No plantings or planters shall be installed on terraces without inspection by the Managing Agent and the Superintendent. The shareholder is responsible for the proper maintenance of the containers, as well as the weep holes and drains in the terraces.

Water Conservation

Water conservation is everyone's responsibility. If you are experiencing leaky faucets or any other water usage-related leak, please report the leak to the Superintendent immediately.

Windows and Window Guards

Nothing shall be hung, shaken, or thrown from windows, or placed on outside windowsills.

No sign, notice, advertisement, or illumination shall be inscribed or exposed on or at any window or other part of the building except such as have been approved in writing by the Board.

Drilling in the internal metal frames of the windows in our building will cause damage to the windows. Therefore, before installing window treatments that require drilling, the installer must consult with the Superintendent.

New York City law requires window guards on each window in an apartment in which children 10 years of age or younger reside. These window guards are available at no cost to the shareholder, and will be installed by the Superintendent or the staff.

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Safety and Security

Apartment Access and Key Policy

Residents must notify the Superintendent in writing of any visitors and/or service providers who will be entering the building and/or any apartment with keys. When keys are left with the doorman, notice must be provided in writing as to who will be entering the building and to which apartment the visitor will be going.

In the event of an emergency, such as flood, fire, etc., access to each shareholder's apartment is imperative. It is therefore mandatory to leave a key with the Superintendent. Management must be able to gain emergency access to your apartment.

Please note that the Superintendent or other authorized agent of the Cooperative shall have the right of necessary and/or emergency access to each apartment at all times in accordance with Paragraph 19 of the Proprietary Lease and also as set forth below. Should it become necessary to break into the apartment if the key is not available, and/or to engage the services of a locksmith, the shareholder will bear the expense of any and all fees, and/or damage to or replacement of the door.

The Managing Agent or Manager shall retain a passkey, security code or the like to each apartment. No shareholder shall change any lock, security code or the like on any door leading into his/her apartment without supplying a new passkey, security code or the like, to the Managing Agent or Manager immediately after the lock, security code or the like is changed. If the Managing Agent or Manager must gain access to an apartment for emergency purposes and a shareholder has not furnished a key, security code or the like to the Managing Agent or Manager as provided in this paragraph, then the affected shareholder shall he liable and responsible for any damage to the building, including without limitation, other apartments, common areas, or such apartment caused by the Managing Agent or Manager in gaining access to such apartment. Furthermore, if the shareholder is not personally present to open or and permit such entry to his/her apartment at any time when an entry therein is necessary or permissible under these Rules or those set forth in the Proprietary Lease, By Laws, or original House Rules, or any others hereinafter adopted, and has not furnished a key, security code or the like to the Managing Agent or Manager, then the Managing Agent, Manager or its agents (but, except in an emergency, only when specifically authorized by a Board member or any officer of the Managing Agent or Manager) may forcibly enter such apartment without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such shareholder or occupant's property). All costs incurred in gaining entry to an apartment pursuant to this Rule shall be borne by the shareholder thereof

If any key, security code, or the like are entrusted by a shareholder or by his/her agent, servant,

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employee, licensee, or visitor to an employee of the building, the Board, the Managing Agent or Manager, whether for such shareholder's apartment or an automobile, trunk, or other item of personal risk, the acceptance of the key, security code or the like shall be at the sole risk of such shareholder and neither the building, the Board, nor the Managing Agent or Manager shall be liable for injury, loss, or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

Deliveries

When packages are delivered to the building, the doorman will accept them and enter them in a log. The doorman will then buzz the apartment to announce the delivery. If the resident is not home, the doorman will give the delivery to the resident when he/she returns home. No delivery person is allowed access to any area of the building other than the outer lobby area. The shareholder/tenant must receive the delivery in that area of the building.

Fire Detectors/Smoke Alarm

New York City law requires smoke detectors in all residential apartments. These detectors are photoelectric devices that contain no reductive materials. An alarm is sounded when smoke from a fire clouds the photoelectric field in the detector.

Smoke detectors should be placed as close as possible to, or in, sleeping quarters, but not near the kitchen, where cooking smoke or steam could set off the alarm in error. The maintenance of smoke detectors in each apartment is the responsibility of the apartment resident. The detectors should be tested monthly by pushing the button that causes the alarm to sound. These detectors make a chirping sound when the battery is running down. This is your signal to insert a new battery immediately. Remember: Only a functioning smoke detector will warn you of a fire.

Fire Exits

All building fire doors must be kept closed at all times.

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Fire Safety Plan

As required under Local Law, 81 Irving Place posts and distributes to all residents and staff a Fire Safety Plan unique to our building. The plan provides information about the building's construction and its fire safety systems. The plan also explains how to stay safe and what to do in the event of a fire.

In compliance with the law, 81 Irving Place posts its Fire Safety Plan in every public area of the building. Each shareholder/resident must securely affix the Fire Safety Plan to the interior side of the unit's front door so that it is accessible and visible from inside the apartment.

Insurance

All shareholders must provide evidence of co-op owner's/homeowner's insurance with minimum liability coverage of $1-million. This insurance must name the Cooperative as additional insured and must contain such other provisions that the Cooperative may require. Documentation of this insurance must be attached to closing documents: The insurance must be maintained by the shareholder at all times, and proof given annually to Management. At least 30 days' notice of cancellation must be given to the Cooperative by the shareholder and by the insurer. All shareholders who sublet their apartment must likewise be insured.

Shareholders who are not now insured must obtain insurance as set forth above.

Window Guards

New York City law requires window guards on each window in an apartment in which children 10 years of age and younger reside. These window guards are available at no cost to the shareholder, and will be installed by the Superintendent or the staff.

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akam®
Associates, Inc.
Exceptional Management
Impeccable Reputation

MOVE IN/MOVE OUT POLICY

1. No move out will be permitted unless the Residents are in full compliance with all obligations to 81 Irving Place, monetary and otherwise.
2. Moving is permitted Monday through Friday between the hours of 8:00am and 4:00pm, only with the coordination of the superintendent and the Managing Agent's office. All items are to be transported using the designated moving elevator with the appropriate protective mats.
3. Prior to any move in or out of the building, a Resident must provide to the Managing Agent:

   A) Deposit of $500 to cover any damage or loss to the property that may be incurred during the move. The deposit will be returned to the Resident if there are no damages. Deposits must be in the form of a certified check or money order, made payable to Irving Tenants Corp.
4. Residents must notify the superintendent/Managing Agent in writing two weeks prior to the planned move in or out of a unit.
5. All moving companies must provide certificates of insurance for both, liability and worker's compensation naming Irving Tenants Corp., the shareholder/s, and AKAM Associates, Inc. as an additional insured.
6. Residents are responsible for any damages to common areas such as walls, stairs, elevators, floors, etc. caused by them or their movers. The Managing Agent shall assess the condition of the common areas as they were left after the move for any damage or loss to the property. Any and all expenses related to the cleaning, repairing, restoring or replacing of building property that has been lost or damaged due to the move shall be charged to the responsible Resident and deducted from the Resident's deposit. The Managing Agent shall refund any remaining amount of the deposit. Any Resident who moved in or out is responsible for the full payment of remedial expenses that may exceed the $500 set aside as a deposit and the exceeded expense will be billed to the unit owner's maintenance account.

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IRVING TENANTS CORPORATION
81 IRVING PLACE
NEW YORK, NY 10003

TO ALL CONTRACTORS & SUB-CONTRACTORS

In order to do any work at 81 Irving Place, the following must be supplied before you will be allowed into the building.

1. **A Certificate of Insurance, naming Irving Tenants Corp, the Board of Directors and Akam Associates Inc. as additional insured, for the specific job must be submitted with Alteration and a copy given to Ricardo Herrera, the Superintendent.**

2. **Plans for any and all work to be done must be submitted in writing and have written approval of the Board of Directors.**

3. **The Contractor must remove all debris daily.**

4. **Work will only be allowed between the hours of 8:00AM and 3:30PM, Monday through Friday. Work and clean up for the day must be completed by 4:00PM.**

5. **This applies to all work being done in the building, including painting and floor polishing and refinishing.**

6. **No contraction may commence prior to written approval of Mark Weil, Managing Agent.**

10. All Contractors and sub-Contractors must be approved, by the Board, which will not be unreasonably withheld.

UNDERSTOOD AND APPROVED,

_____

SUPERINTENDENT DATE

_____

CONTRACTOR DATE

_____

BOARD OF DIRECTORS DATE

_____

MARK WEIL DATE
MANAGING AGENT
WHEN COMPLETE, PACKAGE TO BE DELIVERED TO MANAGING AGENT 205 West End Ave. (Management Office) NY, NY 10023

BoardPackagePreview

81 Irving Tenants' Corp.
81 Irving Place
New York, New York 10003

Alteration Agreement

Re: Apartment _____

_____
Dated

TO: **Board of Directors of 81 Irving Tenants' Corp.**

c/o: _____:
Managing Agent

Pursuant to paragraph _____ of my Proprietary Lease, I hereby request permission to install the equipment and make the alterations described in the annexed document (hereafter collectively referred to as the Awork@) in the above apartment.

If such permission be granted:

1. I agree, before any work is begun:

(a) To provide you with a complete and conformed copy of every agreement made with contractors and suppliers.

(b) If required by law or Governmental regulations, to file plans with and procure the approval of all Governmental Agencies having jurisdiction over the work and, not more than ten days after receipt of such approval, to deliver to you a copy of every permit or certificate issued. If there be any doubt as to the need for such approval, you shall be the sole arbiter in resolving the doubt.

(c) To procure from my contractor, or contractors:

(i) Comprehensive personal liability and property damage insurance policies, each in the amount of $1,000,000.00, which policies name you and your Managing Agent, as well as myself, as parties insured. Such policies shall provide that they may not be terminated until at least ten days after written notice to you; and

(ii) Workmen=s compensation and employees liability insurance policies, covering all employees of the contractor, contractors or subcontractors.

All such policies, or certificates evidencing their issuance shall be delivered to you.

2. If you are required or shall deem it wise to seek legal, engineering or architectural advice prior to granting permission, I agree to reimburse you, on demand, for reasonable fees incurred, and if permission be granted, then, in any event, prior to commencement of any work.

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3. It is understood that:

(a) I assume all risks of damage to the building and its mechanical systems, and to persons and property in the building which may result from or be attributable to the work being performed hereunder and all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all work, whether or not structural, weather tightness of windows, exterior walls or roofs, waterproofing of every part of the building directly or indirectly affected by the work, and maintenance of all heating, plumbing, air conditioning and other equipment installed or altered pursuant hereto. If the operation of the building, or any of its equipment, is adversely affected by the work, I shall, when so advised, promptly remove the cause of the problem.

(b) I recognize that there will be no change in the operation of the building=s heating system (or air-conditioning system, if any) to facilitate the functioning of any heating or air-conditioning units I may be installing.

(c) The alterations and materials used shall be of the quality and style in keeping with the general character of the building.

(d) I undertake to indemnify you, your Managing Agent and tenants or occupants of the building for any damages suffered to person or property as a result of the work performed hereunder, whether or not caused by negligence, and to reimburse you and your Managing Agent for any expenses (including, without limitation, attorneys= fees and disbursements) incurred as a result of such work.

(e) If, after making any alterations or installing any equipment refereed to herein, I shall:

(i) seek to exercise my right to terminate my Proprietary Lease pursuant to paragraph _____ thereof, I will on your demand, but at my expense, restore the premises and equipment to their condition prior hereto, agreeing that compliance with this agreement shall be a condition precedent to the cancellation of my lease, or

(ii) seek to transfer the corporate shares allocated to the apartment and the Proprietary Lease appurtenant thereto, I will, if requested by you, either restore the premises and equipment to their condition prior hereto or provide you with an agreement by my transferee to assume all of my obligations hereunder, including my continuing obligations and understanding expressed in subparagraphs (a) through (d) of this paragraph.

4. All permitted work shall be completed within _____ days after Governmental approval thereto has been granted or, if no such approval is required by law or regulation, then from the date hereof.

5. No work shall be done, except between the hours of 8 A.M. and 5 P.M., Saturdays, Sundays and holidays excluded, and any work which can produce unusual noises, which might be disturbing to building occupants, shall not be done before 10 A.M.

6. All precautions will be taken to prevent dirt and dust from permeating other parts of the building during the progress of the alteration. Materials and rubbish will be placed in barrels or bags, before being taken out of the apartment. All such barrels or bags, rubbish, rubble, discarded equipment, empty packing cartons and other materials will be taken out of the building and removed from the premises at my expense. I recognize that only the service elevator may be used for such removal and only at such times as the Superintendent of the building may direct. If the convenience of other tenants requires that the service elevators be operated on an Aovertime@ basis, I shall reimburse you for any wages or related expenses incurred in connection therewith.

7. I will bear the entire cost of alterations and installations and pay all bills incurred in connection therewith, not later than thirty (30) days after completion of the work. If any mechanic=s liens be filed for work claimed to have been done or materials alleged to have been supplied, I shall cause such liens to be discharged within ten

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days after such filing. If I fail so to do, you may exercise any or all your rights and remedies under the Proprietary Lease or this agreement.

8. At the completion of the work, I will deliver to you an amended Certificate of Occupancy and a certificate of the Board of Fire Underwriters, if either be required, and such other proof as may be necessary to indicate all work has been done in accordance with all applicable laws, ordinances and Government regulations.

9. I recognize that by granting consent to the work, you do not profess to express any opinion as to the design, feasibility or efficiency of the work.

10. My failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the Proprietary Lease, pursuant to which your consent has been granted, and, in addition to all other rights, you may also suspend all work and prevent workmen from entering my apartment for any purpose other than to remove their tools or equipment.

11. This agreement may not be changed orally. This agreement shall be binding on you, me, and our personal representatives and authorized assigns.

Annexed hereto is the Awork@ document and rider of _____ pages which is made a part of this agreement.

Very truly yours,

_____
Tenant

_____
Tenant

Permission Granted:

_____

_____
Owner

By: _____
Agent

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81 Irving Tenants' Corp.

Apartment _____

RE: Installation and Operation of Whirlpool Tubs

The undersigned shareholder(s) (the AShareholder@) agrees with **81 Irving Tenants' Corp.** (the ACorporation@) to the following regarding the installation and operation of any jacuzzi or whirlpool type tub (a AWhirlpool@) in the Apartment:

1. No Whirlpool shall be installed without the specific approval of the Corporation based upon the Shareholder=s submission of Specifications of the Whirlpool and for its installation.

2. The Shareholder understands and acknowledges that any approval of the Shareholder=s installation and operation of a Whirlpool is a conditional approval. The Shareholder agrees that if, at any time, the resident of any apartment in the building is determined by the Corporation, in the Corporation=s reasonable judgment, to have suffered any damage, disturbance or inconvenience caused by the Whirlpool, including without limitation, the effects of noise, vibration or water seepage from the installation or operation of the Whirlpool, the Corporation may, in the Corporation=s sole discretion, require the Shareholder ***(i)*** to immediately cease the operation and use of the Whirlpool and/or ***(ii)*** to disconnect the Whirlpool mechanism within ten (10) days. If the Shareholder fails to cease the operation or fails to disconnect the Whirlpool mechanism within said ten (10) day period, the Corporation may enter the Apartment (upon telephone notice) and cause such cessation and/or disconnection of the Whirlpool mechanism at the Shareholder=s cost and expense.

3. Acoustical insulation must be installed around the entire Whirlpool tub so as to minimize sound transmission.

4. Vibration isolators and/or rubber pads shall be installed at each point where a motor or pump is mounted to the Whirlpool tub, the walls and/or the floors of the Apartment.

5. No Whirlpool may be operated or installed above or adjacent to the bedroom of another apartment.

6. Whirlpools may only be operated between the hours of 7:00 a.m. and 11:00 p.m.

7. The Shareholder agrees that the Shareholder and the Shareholder=s successor-in-interest shall assume full responsibility for the future repair and maintenance of the Whirlpool and all plumbing and electrical lines and equipment installed in connection therewith. The Shareholder further agrees that the Shareholder and the Shareholders successor-in-interest shall bear any and all cost for any plumbing leaks or other conditions, including vibration, which cause damage to any part of the building, including other apartments, if such leakage or damage results from the Whirlpool or the plumbing and electric lines and equipment installed in connection therewith.

_____ _____

Print Name Signature

_____

Date

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81 Irving Tenants' Corp.

Apartment _____

Re: **Specifications for Installation of Ceramic Tile or Marble Floors**

To safeguard the rights of all tenants, the following procedure is required in the installation or re-installation of ceramic tile (or marble) flooring.

1. Before any work can begin, a written plan shall be submitted to and approved by ***a)*** the management representative; ***b)*** a member of our Board of Directors; and ***c)*** our Superintendent.

2. The written plan is to include ***a)*** a sketch of the proposed installation, in plan, to show the full extent of the surface, and in cross-section to show the substructure; ***b)*** a detail of treatment at juncture of floor and wall; ***c)*** a description and specifications of the materials to be used.

3. Approved substructure would consist of ***a)*** a thin base layer of Latecrete to level the slab; ***b)*** a middle strata of Enkalite; ***c)*** a top layer of Wonderboard or equivalent. This is to cover the entire area upon which the tile is to be laid.

4. At junction of floor and wall, for the entire perimeter, there shall be a sound-deadening strip to prevent transmission of noise from floor to wall.

5. The installation shall maintain the original integrity of structure and water-tightness. This may require temporary removal of cabinets during re-installation.

6. To the satisfaction of the management representative, the contractor shall establish that he is capable of this kind of installation. A construction agreement is then required.

7. The superintendent (and whomever he wishes to involve) shall inspect the installation in progress, at no less than 4 stages; ***a)*** after slab is cleared and ready for substructure to begin; ***b)*** after installation of Enkalite; ***c)*** after completing of substructure, including the edging strip around the perimeter; ***d)*** after installation of tile.

8. Installations by procedure other than here prescribed shall be deemed improper; their removal shall be ordered and enforced at the discretion of your board of directors.

9. The installation of marble or ceramic floors is limited to the kitchen and entryway. This does not eliminate the House Rule which requires that 80% of the floor area be covered with carpeting.

Tenant: _____

Apt.# _____

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28. Pet Registration

Please complete Pet Registration (enclosed).

AKAM

EST. 1983

PET REGISTRATION FORM

Building Name: _____ Unit #: _____

Name of Pet Owner: _____

Home/Cell Telephone: *(000) 000-0000* _____ Work Telephone: *(000) 000-0000* _____

PET INFORMATION
Please list all pets separately:

Pet's Name	Type	Breed	Age	Weight	License of I.D # (NYC registered pet)

PET REFERENCES

Veterinarian: _____ Phone: *(000) 000-0000* _____

Address: _____

PETS EMERGENCY CARETAKER

Name: _____ Phone: *(000) 000-0000* _____

Address: _____

Please upload the following on BoardPackager::
Recent photo of your pet(s)
Copy of the registration with the City of New York
Immunization records

I have read and understand the Rules and Regulations pertaining to the pet policy for the above referenced building, and I and members of my household promise to fully comply.

Pet owner Signature: X _____ Date: *MM/DD/YYYY*

Approval Signature: X _____ Title: _____ Date: *MM/DD/YYYY*

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29. Residential Flood Disclosure

Please complete Residential Flood Disclosure (enclosed).

NEW YORK STATE FLOOD HISTORY AND RISK NOTICE TO RESIDENTIAL TENANTS

Pursuant to and in accordance with New York State Real Property Law 231-b et seq, all residential leases shall provide notice of previous flood history and current flood risk of the leased premises.

The owner of _____ (Leased Premises) hereby provides such notice by checking one of the following options:

- ☐ any of all of the Leased Premises is located wholly or partially in a Federal Emergency Management Agency ("FEMA") designated floodplain.
- ☐ any of all of the Leased Premises is located wholly or partially in the Special Flood Hazard Area ("SFHA"; "100-year flood-plain") according to FEMA's current Flood Insurance Rate Maps for the leased premises' area.
- ☐ any of all of the Leased Premises is located wholly or partially in a Moderate Risk Flood Hazard Area ("500-year floodplain") according to FEMA's current Flood Insurance Rate Maps for the leased premises' area.
- ☐ the leased premises has experienced any flood damage due to a natural flood event, such as heavy rainfall, coastal storm surge, tidal inundation, or river overflow which is detailed as follows:

  _____

  _____

  _____

  _____

- ☐ None of the above conditions apply to any portion of the Leased Premises.

NOTICE TO TENANT: Flood insurance is available to renters through the Federal Emergency Management Agency's (FEMA's) National Flood Insurance Program (NFIP) to cover your personal property and contents in the event of a flood. A standard renter's insurance policy does not typically cover flood damage. You are encouraged to examine your policy to determine whether you are covered.

_____	X _____	*MM/DD/YYYY*
Tenant Name (Print)	Tenant Signature	Date
_____	X _____	*MM/DD/YYYY*
Owner or Managing Agent Name (Print)	Owner or Managing Agent Signature	Date

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30. Good Cause Eviction Notice

Please complete Good Cause Eviction Notice (enclosed).

NOTICE TO TENANT OF APPLICABILITY OR INAPPLICABILITY OF THE NEW YORK STATE GOOD CAUSE EVICTION LAW

This notice from your landlord serves to inform you of whether or not your unit/apartment/home is covered by the New York State Good Cause Eviction Law (Article 6-A of the Real Property Law) and, if applicable, the reason permitted under the New York State Good Cause Eviction Law that your landlord is not renewing your lease. Even if your apartment is not protected by Article 6-A, known as the New York State Good Cause Eviction Law, you may have other rights under other local, state, or federal laws and regulations concerning rents and evictions. This notice, which your landlord is required to fill out and give to you, does not constitute legal advice. You may wish to consult a lawyer if you have any questions about your rights under the New York State Good Cause Eviction Law or about this notice.

This Notice is being attached to your Proprietary Lease under the requirements of Article 6-A and does NOT indicate any intention to terminate your lease or evict you.

NOTICE

UNIT INFORMATION

Street: _____

Unit or Apartment Number: _____

City/Village/Town: _____

State: NEW YORK

Zip Code: _____

1. IS THIS UNIT SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW? (PLEASE MARK APPLICABLE ANSWER)

   ☐ YES

   ■ NO

2. IF THE UNIT IS EXEMPT FROM ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, WHY IS IT EXEMPT FROM THAT LAW? (PLEASE MARK ALL APPLICABLE EXEMPTIONS)

   ☐ A. Village/Town/City outside of New York City has not adopted good cause eviction under section 213 of the Real Property Law;

   ☐ B. Unit is owned by a "small landlord," as defined in subdivision 3 of section 211 of the Real Property Law, who owns no more than 10 units for small landlords located in New York City or the number of units established as the maximum amount a "small landlord" can own in the state by a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, or no more than 10 units, as applicable. In connection with any eviction proceeding in which the landlord claims an exemption from the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, on the basis of being a small landlord, the landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person who owns or is a beneficial owner of, directly or indirectly, in whole or in part, the housing accommodation at issue in the proceeding, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence. If the landlord is an entity, organized under the laws of this state or of any other jurisdiction, then such landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person with a direct or indirect ownership interest in such entity or any affiliated entity, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence (exemption under subdivision 1 of section 214 of the Real Property Law);

   ☐ C. Unit is located in an owner-occupied housing accommodation with no more than 10 units (exemption under subdivision 2 of section 214 of the Real Property Law);

   ☐ D. Unit is subject to regulation of rents or evictions pursuant to local, state, or federal law (exemption under subdivision 5 of section 214 of the Real Property Law);

   ☐ E. Unit must be affordable to tenants at a specific income level pursuant to statute, regulation, restrictive declaration, or pursuant to a regulatory agreement with a local, state, or federal government entity (exemption under subdivision 6 of section 214 of the Real Property Law);

   ■ F. Unit is on or within a housing accommodation owned as a condominium or cooperative, or unit is on or within a housing accommodation subject to an offering plan submitted to the office of the attorney general (exemption under subdivision 7 of section 214 of the Real Property Law);

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☐ G. Unit is in a housing accommodation that was issued a temporary or permanent certificate of occupancy within the past 30 years (only if building received the certificate on or after January 1st, 2009) (exemption under subdivision 8 of section 214 of the Real Property Law);

☐ H. Unit is a seasonal use dwelling unit under subdivisions 4 and 5 of section 7- 108 of the General Obligations Law (exemption under subdivision 9 of section 214 of the Real Property Law);

☐ I. Unit is in a hospital as defined in subdivision 1 of section 2801 of the Public Health Law, continuing care retirement community license pursuant to Article 46 or 46-A of the Public Health Law, assisted living residence licensed pursuant to Article 46-B of the Public Health Law, adult care facility licensed pursuant to Article 7 of the Social Services Law, senior residential community that has submitted an offering plan to the attorney general, or not-for-profit independent retirement community that offers personal emergency response, housekeeping, transportation and meals to their residents (exemption under subdivision10 of section 214 of the Real Property Law);

☐ J. Unit is a manufactured home located on or in a manufactured home park as defined in section 233 of the Real Property Law (exemption under subdivision 11 of section 214 of the Real Property Law);

☐ K. Unit is a hotel room or other transient use covered by the definition of a class B multiple dwelling under subdivision 9 of section 4 of the Multiple Dwelling Law (exemption under subdivision 12 of section 214 of the Real Property Law);

☐ L. Unit is a dormitory owned and operated by an institution of higher education or a school (exemption under subdivision 13 of section 214 of the Real Property Law);

☐ M. Unit is within and for use by a religious facility or institution (exemption under subdivision 14 of section 214 of the Real Property Law);

☐ N. Unit has a monthly rent that is greater than the percent of fair market rent established in a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York Good Cause Eviction Law, or 245 percent of the fair market rent, as applicable. Fair market rent refers to the figure published by the United States Department of Housing and Urban Development, for the county in which the housing accommodation is located, as shall be published by the Division of Housing and Community Renewal no later than August 1st in any given year. The Division of Housing and Community Renewal shall publish the fair market rent and 245 percent of the fair market rent for each unit type for which such fair market rent is published by the United States Department of Housing and Urban Development for each county in New York State in the annual publication required pursuant to subdivision 7 of section 211 of the Real Property Law (exemption under subdivision 15 of section 214 of the Real Property Law).

Not all applicable exemptions may have been checked above.

Paragraphs 3 and 4 below are inapplicable because of exemption.

3. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES, WHAT IS THE LANDLORD'S JUSTIFICATION FOR INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES? (A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent.)

☐ A. The rent is not being increased above the threshold for presumptively unreasonable rent increases described above: _____;

☐ B. The rent is being increased above the threshold for presumptively unreasonable rent increases described above: _____;

B-1: If the rent is being increased above the threshold for presumptively unreasonable rent increases described above, what is the justification for the increase:

_____

_____

_____

4. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS NOT RENEWING A LEASE, WHAT IS THE GOOD CAUSE FOR NOT RENEWING THE LEASE?

☐ A. This unit is exempt from Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, for the reasons stated in response to question 2, above (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED):_____;

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☐ B. The tenant is receiving this notice in connection with a first lease or a renewal lease, so the landlord does not need to check any of the lawful reasons listed below for not renewing a lease under Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED);

☐ C. The landlord is not renewing the lease because the unit is sublet and the sublessor seeks in good faith to recover possession of the unit for their own personal use and occupancy (exemption under subdivision 3 of section 214 of the Real Property Law): _____;

☐ D. The landlord is not renewing the lease because the possession, use or occupancy of the unit is solely incident to employment and the employment is being or has been lawfully terminated (exemption under subdivision 4 of section 214 of the Real Property Law):_____;

☐ E. The landlord is not renewing the lease because the tenant has failed to pay rent due and owing, and the rent due or owing, or any part thereof, did not result from a rent increase which is unreasonable. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph a of subdivision 1 of section 216 of the Real Property Law):_____;

☐ F. The landlord is not renewing the lease because the tenant is violating a substantial obligation of their tenancy or breaching any of the landlord's rules and regulations governing the premises, other than the obligation to surrender possession of the premises, and the tenant has failed to cure the violation after written notice that the violation must cease within 10 days of receipt of the written notice. For this good cause to apply, the obligation the tenant violated cannot be an obligation that was imposed for the purpose of circumventing the intent of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law. The landlord's rules or regulations that the tenant has violated also must be reasonable and have been accepted in writing by the tenant or made a part of the lease at the beginning of the lease term (good cause for eviction under paragraph b of subdivision 1 of section 216 of the Real Property Law):_____;

☐ G. The landlord is not renewing the lease because the tenant is either (a) committing or permitting a nuisance on the unit or the premises; (b) maliciously or grossly negligently causing substantial damage to the unit or the premises; (c) interfering with the landlord's, another tenant's, or occupants of the same or an adjacent building or structure's comfort and safety (good cause for eviction under paragraph c of subdivision 1 of section 216 of the Real Property Law): _____;

☐ H. The landlord is not renewing the lease because the tenant's occupancy of the unit violates law and the landlord is subject to civil or criminal penalties for continuing to let the tenant occupy the unit. For this good cause to apply, a state or municipal agency having jurisdiction must have issued an order requiring the tenant to vacate the unit. No tenant shall be removed from possession of a unit on this basis unless the court finds that the cure of the violation of law requires the removal of the tenant and that the landlord did not, through neglect or deliberate action or failure to act, create the condition necessitating the vacate order. If the landlord does not try to cure the conditions causing the violation of the law, the tenant has the right to pay or secure payment, in a manner satisfactory to the court, to cure the violation. Any tenant expenditures to cure the violation shall be applied against rent owed to the landlord. Even if removal of a tenant is absolutely essential to the tenant's health and safety, the tenant shall be entitled to resume possession at such time as the dangerous conditions have been removed. The tenant also retains the right to bring an action for monetary damages against the landlord or to otherwise compel the landlord to comply with all applicable state or municipal housing codes (good cause for eviction under paragraph d of subdivision 1 of section 216 of the Real Property Law): _____;

☐ I. The landlord is not renewing the lease because the tenant is using or permitting the unit or premises to be used for an illegal purpose (good cause for eviction under paragraph e of subdivision 1 of section 216 of the Real Property Law): _____;

☐ J. The landlord is not renewing the lease because the tenant has unreasonably refused the landlord access to the unit for the purposes of making necessary repairs or improvements required by law or for the purposes of showing the premises to a prospective purchaser, mortgagee, or other person with a legitimate interest in the premises (good cause for eviction under paragraph f of subdivision 1 of section 216 of the Real Property Law): _____;

☐ K. The landlord is not renewing the lease because the landlord seeks in good faith to recover possession of the unit for the landlord's personal use and occupancy as the landlord's principal residence, or for the personal use and occupancy as a principal residence by the landlord's spouse, domestic partner, child, stepchild, parent, step-parent, sibling, grandparent, grandchild, parent-in-law, or sibling-in-law. The landlord can only recover the unit for these purposes if there is no other suitable housing accommodation in the building that is available. Under no circumstances can the landlord recover the unit for these purposes if the tenant is (a) 65 years old or older; or (b) a "disabled person" as defined in subdivision 6 of section 211 of the Real Property Law. To establish this good cause in an eviction proceeding, the landlord must establish good faith to recover possession of a housing accommodation for the uses described herein by clear and convincing evidence (good cause for eviction under paragraph g of subdivision 1 of section 216 of the Real Property Law):

☐ L. The landlord is not renewing the lease because the landlord in good faith seeks to demolish the housing accommodation. To establish this good cause in an eviction proceeding, the landlord must establish good faith to demolish the housing accommodation by clear and convincing evidence (good cause for eviction under paragraph h of subdivision 1 of section 216 of the Real Property Law):_____;

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☐ M. The landlord is not renewing the lease because the landlord seeks in good faith to withdraw the unit from the housing rental market. To establish this good cause in an eviction proceeding, the landlord must establish good faith to withdraw the unit from the rental housing market by clear and convincing evidence (good cause for eviction under paragraph i of subdivision 1 of section 216 of the Real Property Law):_____;

☐ N. The landlord is not renewing the lease because the tenant has failed to agree to reasonable changes at lease renewal, including reasonable increases in rent, and the landlord gave written notice of the changes to the lease to the tenant at least 30 days, but no more than 90 days, before the current lease expired. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published by August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph j of subdivision 1 of section 216 of the Real Property Law): _____;

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