

***SUBLET APPLICATION***  
**Blossom Gardens Apartments, Inc.**  
**Flushing, NY 11355**

**Contact Information:**

**Ms. Susan Rubin**  
**Transfer Agent**  
**Kaled Management Corp.**  
**7001 Brush Hollow Road**  
**Westbury, NY 11590**

**(516) 876-4800 x 313**  
**(516) 780-8331 Fax**  
**Email Susan@Kaled.com**

**Bldg. # 470**

**APPLICATION PACKAGE CHECKLIST:**

The following items must be included with the application:

1. Sublet Application including financial schedules \_\_\_\_\_
2. Copy of the fully executed Sublease \_\_\_\_\_
3. Copy of W-2 forms and federal income tax forms with all attachments for prior two (2) years. Note: All tax returns must be signed and dated. **( Please remove Social Security #)** \_\_\_\_\_
4. Letter from landlord or managing agent stating you monthly rent or maintenance, length of tenancy & amount of rent paid. (Previous landlord if living at current resident less then one year) If applicant is selling a residence, please provide copy of pending sale or copy of closing statement. \_\_\_\_\_
5. Letter of employment from the Human Resources Manager or Personnel Director, stating length of employment, title, & salary. (Salary must be disclosed). Two (2) most recent pay stub from latest payroll check. If employed less then one year please attach letter from previous employer. If applicant is retired, copies of pension or social security award letters. If applicant is self-employed, a letter from accountant stating annual income and net worth. Please attach latest balance sheet & profit & loss statement. \_\_\_\_\_
6. (2) two letters of personal reference letters. (non-related parties). \_\_\_\_\_
7. (3) months bank statements from present banks confirming balance in accounts.
8. Credit Check Authorization for each purchaser. \_\_\_\_\_
9. Lead Paint rider, Carbon Monoxide Rider, and Smoke Detector rider and Window Guards rider, signed by both seller(s) and purchaser(s) \_\_\_\_\_
10. Signed receipt of the House Rules \_\_\_\_\_
11. No pet rider signed

- All subtenants Purchasers and everyone living in the apartment are subject to application review and Board interview and approval. The Management Corp. will contact the prospective subtenant for interview upon receipt of an acceptable credit check and application review. Should a subtenant wish to have an interpreter present at board interview, the Board welcomes such additional individual.

\* Please submit **Seven (7) COLLATED COPIES AND ONE (1) ORIGINAL (Totaling Eight)**

*\* Please remove your social security number from all documents except credit check authorization*

**Any packages not submitted in their entirety will be returned**

**Required Application Fees – (All fees to be paid by Certified Check or Money Order)**

- \* Enclosed a check in the amount of **\$450.00** payable to **Kaled Management Corp.**, for administration fee. (subtenant)
- \* Credit check fee of **\$150.00** per person payable to **Kaled Management Corp.** (subtenant)
- \* Move in deposit of **\$250.00** payable to **Blossom Gardens Apartments, Inc.**, which is refundable only when subtenant vacates apartment and assuming the Cooperative's moving policy is not violated.
- \* Owner(Shareholder)- Move out deposit of **\$250.00** payable to **Blossom Gardens Apartments, Inc.**, which is refundable assuming the Cooperative's moving policy is not violated.
- \* Owner (Shareholder) to pay an **ANNUAL** sublet fee of **\$500.00** This will be billed on you maintenance statement.
- \* Submit completed packages to: **Ms. Susan Rubin c/o Kaled Management Corp., 7001 Brush Hollow Road, Westbury, NY 11590**. Please allow three (3) weeks for the processing of the application and the Board
- \* Any packages not submitted in their entirety will be returned. **Seven (7) COLLATED COPIES AND ONE (1) ORIGINAL are to be submitted (Totaling Eight 8) complete packages).**
- \* **Please remove social security from all documents except the credit authorization**

**SUBTENANT APPLICATION**

Application is herewith submitted for the sublease \_\_\_\_\_ shares of common stock of Blossom Gardens Apartments Inc., and for the right of residency in Apartment # \_\_\_\_\_.

**Seller's Name(s):** \_\_\_\_\_

**Seller's Address:** \_\_\_\_\_

**Telephone/Fax Number:** (\_\_\_\_) \_\_\_\_\_ / (\_\_\_\_) \_\_\_\_\_

**Subtenant(s) Name(s):** \_\_\_\_\_

**Social Security Number(s): (Last 4 digits)** \_\_\_\_\_

**Address:** \_\_\_\_\_

**Home Telephone Number(s)** (\_\_\_\_) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_

**Work Telephone Number(s)** (\_\_\_\_) \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_

**Employer's Name(s):** \_\_\_\_\_

**Employer Address(es):** \_\_\_\_\_

**Occupation(s):** \_\_\_\_\_

**Length of Employment:** \_\_\_\_\_

**Present Amount of Monthly Rent:** \$ \_\_\_\_\_ **Mortgage:** \$ \_\_\_\_\_

**Name of Landlord and Telephone:** \_\_\_\_\_ (\_\_\_\_) \_\_\_\_\_

**Length of Residency:** \_\_\_\_\_

**Reason for Leaving:** \_\_\_\_\_

**Co Subtenant(s) Name(s):** \_\_\_\_\_

**Social Security Number(s): (Last 4 digits)** \_\_\_\_\_

**Address:** \_\_\_\_\_

Home Telephone Number(s) ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

Work Telephone Number(s) ( ) \_\_\_\_\_ ( ) \_\_\_\_\_

Employer's Name(s): \_\_\_\_\_

Employer Address(es): \_\_\_\_\_

Occupation(s): \_\_\_\_\_

Length of Employment: \_\_\_\_\_

Present Amount of Monthly Rent: \$ \_\_\_\_\_ Mortgage: \$ \_\_\_\_\_

Name of Landlord and Telephone: \_\_\_\_\_ ( ) \_\_\_\_\_

Length of Residency: \_\_\_\_\_

Reason for Leaving: \_\_\_\_\_

Broker Involved: \_\_\_\_\_

**Applicant Information**

Name of all persons who will reside in the apartment and, if children, their ages:

<u>Names of Adults</u>	<u>Names of Children</u>	<u>Ages of Children</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Name of all residents in the building known by applicant:

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**List any musical instruments played by Applicants and the extent they are played at home:**

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**Address, brief description, and future plans for any additional residence owned or leased:**

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Provide whatever information you wish to demonstrate your ability to pay the monthly maintenance charges and mortgage (if applicable).

**APPLICANT 1:**  
**Annual Salary**

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**Other income (specify source and amount):**

**APPLICANT 2:**

**Annual Salary**

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**Other income (specify source and amount):**

**Total Combined Income from All Sources:**

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**Use this space to describe any additional information in support of your application:**

I declare that I have examined this application and to the best of my knowledge, it is true, correct and complete. I acknowledge receipt, have read, and agree to adhere to the House Rules of Blossom Gardens Apartments Inc.

**Signature of Applicant:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**Signature of Co-Applicant:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## ASSETS AND LIABILITIES STATEMENT

Applicant's Name \_\_\_\_\_  
 Statement of Financial Condition as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

**Please Note:** Supporting documentation for all assets and liabilities is to be attached to this statement. Please use the word "none" where no amount is to be entered.

ASSETS		LIABILITIES	
Cash in bank (attach bank statements & schedule E)	\$	Notes Payable (attach schedule B)	\$
Down payment on contract (if paid)		Mortgages payable (attach schedule A)	
Securities (Stocks & Bonds - attach statements & schedule F)		Unpaid Real Estate Taxes	
Cash value of life insurance, less any loans		Unpaid Income Taxes	
Investment in own business		Accounts Payable (attach schedule C)	
Real Estate Owned (attach schedule A)		Outstanding Credit Card Balances (attach schedule C)	
Vested Interest in Retirement Fund (include IRAs and 401Ks) (attache schedule G)		Other Liabilities (itemize)	
Automobile (make and year)			
Loans and Notes Receivable			
Personal Property and Furniture			
Other Assets (itemize)			
<b>TOTAL ASSETS</b>	<b>\$</b>	<b>TOTAL LIABILITIES</b>	<b>\$</b>
		<b>NET WORTH (excess of assets over liabilities)</b>	<b>\$</b>
Contingent Liabilities (personal guarantees or potential liabilities)	\$		

The foregoing statements and details pertaining thereto, both printed and written, have been carefully read and the undersigned hereby solemnly declares and certifies that same is a full and correct exhibit of my/our financial condition.

Date \_\_\_\_\_

\_\_\_\_\_  
 Signature of Applicant

\_\_\_\_\_  
 Signature of Applicant

**SCHEDULE A - REAL ESTATE OWNED**

Location and Type of Property	Title In the Name of	Date Acquired	Cost	Recent Appraised Value	Mortgage Balance	Maturity Date	Monthly Payment

**SCHEDULE B - NOTES PAYABLE**

Amount	Due to	In Name of	Maturity Date	Collateral	Monthly Payment

**SCHEDULE C - ACCOUNTS PAYABLE (include credit card balances here)**

Amount	Due to	In Name Of	Maturity Date	Monthly Payment

**SCHEDULE D**

Amount	Type	Due to	Obligor	Final Maturity/or repayment	Collateral

\*including Letters of Credit and Surety Bonds

**SCHEDULE E - SCHEDULE OF CASH IN BANKS - INCLUDE CD'S AND MONEY MARKET ACCTS**



## ACKNOWLEDGEMENT

**Re:** \_\_\_\_\_

**Shareholder:** \_\_\_\_\_

**Subtenants:** \_\_\_\_\_

**Date:** \_\_\_\_\_

The Subtenant hereby acknowledges that he/she is subletting a residential unit and that it is not to be used in the performance of business of any type.

The subtenant further acknowledges that there will be no **partitioning** of the apartment for the purpose of rental of rooms/beds, etc.

The Shareholder acknowledges that if he does not comply with the above, that any expense associated with ensuing litigation with regard to the above shall be at the purchaser's sole expense and that the co-op may move to cancel Shareholder shares in the event of such default.

\_\_\_\_\_

**Subtenant/Signature**

\_\_\_\_\_

**Shareholder/Signature**

## APARTMENT CORPORATION

### DISCLOSURE OF INFORMATION STATEMENT CONCERNING LEAD-BASED PAINT

APT CORPORATION: BLOSSOM GARDENS APARTMENTS, INC.

PREMISES: \_\_\_\_\_

APARTMENT: \_\_\_\_\_

SHAREHOLDER: \_\_\_\_\_

SUBTENANT: \_\_\_\_\_

BROKER: \_\_\_\_\_

#### 1. LEAD WARNING STATEMENT

Every purchaser 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 of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips and dust can pose healthy hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

#### 2. APARTMENT CORPORATION'S DISCLOSURE

A. Presence of known lead-based paint and/or lead-based paint hazards in the Apartment and on the Premises

(i) The Apartment Corporation has no specific knowledge of any lead-based paint and/or lead-based paint hazards in the Apartment and on the Premises. Since the Premises were built prior to 1978, it is likely that some of the layers of paint in the Premises and some of the painted areas of the Apartment contain lead-based paint.

**B. Records and reports available to and reasonably obtainable by Apartment Corporation**

(i) The Apartment Corporation has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the Apartment or elsewhere on the premises.

**C. Lead Information Pamphlet**

The Apartment Corporation has provided Purchaser with an EPA-approved Lead information pamphlet, which is attached to this disclosure statement.

**D. Disclosure Review Period**

The Apartment Corporation provided Purchaser with a 10-day period to review foregoing information and to conduct a further inspection and/or testing of the Premises for lead-based paint. The Purchaser was given an option to cancel the contract of sale if dissatisfied with the results of such inspection and/or testing.

**3. SUBTENANT'S ACKNOWLEDGEMENT (Each Subtenant must initial)**

(i) \_\_\_\_\_ The Apartment Corporation has disclosed the presence of any known lead-based paint and/or lead-based paint hazards in the Apartment and on the Premises or has disclosed no knowledge of same.

(ii) \_\_\_\_\_ Subtenant has received EPA approved Lead information pamphlet from the Apartment Corporation.

Upon receipt of the Apartment Corporation's disclosure package, subtenant received a 10 day period to conduct a risk assessment or inspection of the Apartment and the Premises for the presence of lead-based paint and/or lead based paint hazards and an option to cancel the contract of sale if dissatisfied with the results of such risk/assessment/inspection.

(iii) \_\_\_\_\_ Subtenant is satisfied with the condition of the Apartment and the Premises and waives any further right or opportunity to conduct any further risk assessment or inspection of the Apartment and the premises for the presence of lead-based paint and/or lead-based paint hazards.

**4. BROKER ACKNOWLEDGEMENT**

(i) \_\_\_\_ Agent has informed the Apartment Corporation of its obligations under 42 U.S.C. Section 4852d and is aware of his/her responsibility to ensure compliance.

**5. 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

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Shareholder

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
Subtenant

\_\_\_\_\_  
Subtenant

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**ALL PARTIES MUST SIGN\*\*ALL PARTIES MUST SIGN\*\*ALL PARTIES MUST SIGN**

**Blossom Gardens Apartments Inc.**

**“WE UNDERSTAND AND ACKNOWLEDGE THAT BLOSSOM GARDENS APARTMENTS INC. NOT ALLOW ANY PETS AND AT NO TIME DURING OWNERSHIP/SUBLEASING OF THE APARTMENT WILL WE HARBOR ANY PETS IN THE APARTMENT.”**

BY: \_\_\_\_\_

BY: \_\_\_\_\_

State: of New York

County: .

Notary \_\_\_\_\_

Re: Sublet/Sale of Apartment # \_\_\_\_\_ Address: \_\_\_\_\_

**CREDIT CHECK AUTHORIZATION**

**Name:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

**Social Security Number:** \_\_\_\_\_

**Home Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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In connection with my purchase/sublet of property, I authorize the procurement of a credit report of myself. I further authorize all credit agencies, banks, lending institutions and persons to release information they may have about me and release them from any liability and responsibility doing so. This authorization, in original or copy form, shall be valid for this and any future reports that may be requested. Further information may be available upon written request within a reasonable period of time.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated

Release of Information Authorization

Authorization to obtain Criminal, Credit/Litigation Report

In order to comply with the provision of Section 6.06 (A) of the Federal Fair Credit Reporting Act, I hereby authorize any individual, company or institution to release to Kaled Management Corp. and/or its representative any and all information that they have concerning any Criminal/Litigation activity.

I hereby release the individual, company or institution and all individuals connected therewith from all liability for any damage what-so-ever incurred in furnishing such information.

Print Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Signature: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Print Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Signature: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

SAMPLE CONTRACT LEAD-BASED PAINT TESTING CONTINGENCY LANGUAGE

This contract is contingent upon a risk assessment or inspection of the property for the presence of lead-based paint and/or lead-based paint hazards<sup>1</sup> at the Purchaser's expense until 9:00 P.M. on the tenth calendar day after ratification

[insert date 10 days after contract ratification or a date mutually agreed upon].

This contingency will terminate at the above predetermined deadline unless the Purchaser (or Purchaser's agent) delivers to the Seller (or Seller's agent) a written contract addendum listing the specific existing deficiencies and corrections needed, together with a copy of the inspection and/or risk assessment report. The Seller may, at the Seller's option, within \_\_\_\_\_ days after Delivery of the addendum, elect in writing whether to correct the condition(s) prior to settlement. If the Seller will correct the condition, the Seller shall furnish the Purchaser with certification from a risk assessor or inspector demonstrating that the condition has been remedied before the date of the settlement. If the Seller does not elect to make the repairs, or if the Seller makes a counter-offer, the Purchaser shall have \_\_\_\_\_ days to respond to the counter-offer or remove this contingency and take the property in "as-is" condition or this contract shall become void. The Purchaser may remove this contingency at any time without cause.

<sup>1</sup> Intact lead-based paint that is in good condition is not necessarily a hazard. See EPA pamphlet *Protect Your Family From Lead in Your Home* for more information.

**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

*Every purchaser 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 of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.*

**Seller'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 housing (explain).

(ii)  Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i)  Seller has provided the purchaser with all available records and reports pertaining to leadbased paint and/or lead-based paint hazards in the housing (list documents below).

Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

**Purchaser's Acknowledgment (initial)**

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i)  received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(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 Acknowledgment (initial)**

(f) \_\_\_\_\_ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her 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.

_____ Seller	_____ Date	_____ Seller	_____ Date
_____ Purchaser	_____ Date	_____ Purchaser	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

**WINDOW GUARDS REQUIRED**

**NOTICE TO OWNER**

**You are required by law** to have window guards installed if child 10 years of age or younger live in your apartment.

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

- If you **ask** him to put in window guards at any time (you need not give reason)
- If a child 10 years of age or younger lives in your apartment

**It is a violation of law** to refuse, interfere with installation, or remove window guards where required.

**CHECK ONE:**

- CHILDREN 10 YEARS OF AGE  
OR YOUNGER LIVE IN MY APARTMENT
- NO CHILDREN 10 YEARS OF AGE OR  
YOUNGER LIVE IN MY APARTMENT
- I WANT WINDOW GUARDS EVEN  
THOUGH I HAVE NO CHILDREN  
10 YEARS OF AGE OR YOUNGER

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**SUBTENANT (PRINT)**

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**SUBTENANT(SIGNATURE)**

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**SUBTENANT(SIGNATURE)**

**FOR FURTHER INFORMATION CALL:**

Window Falls Prevention Program  
New York City Department Of Health  
125 Worth Street, Room 222A  
New York, N.Y. 10013  
(212) 566-8082



# SUBLEASE AGREEMENT

The parties agree as follows:

Date of this Sublease:		19	
Parties to this Sublease:	Overtenant: (Shareholder)		Address for notices:
	You, the Undertenant: (Subtenant)		Address for notices:
	If there are more than one Overtenant or Undertenant, the words "Overtenant" and "Undertenant" used in this Sublease includes them.		
Information from Over-Lease: PROPRIETARY LEASE)	Landlord:		Address for notices:
	Overtenant:		Address for notices:
	Date of Over-Lease:	19	
	Term:	from: 19 to: 19	
	A copy of the Over-Lease is attached as an important part of the Sublease.		
(SUBLEASE) Term:	1.	years: ending: 19	months: Beginning: 19
Premises rented:	2.		
Use of premises:	3. The premises may be used for _____ only.		
Rent:	4. The yearly rent is \$ _____. You, the Undertenant, will pay this yearly rent to the Overtenant in twelve equal monthly payments of \$ _____. Payments shall be paid in advance on the first day of each month during the Term.		
Security:	5. The security for the Undertenant's performance is \$ _____. Overtenant states that Overtenant has received it. Overtenant shall hold the security in accordance with Paragraph _____ of the Over-Lease.		
Agreement to lease and pay rent:	6. Overtenant sublets the premises to you, the Undertenant, for the Term. Overtenant states that it has the authority to do so. You, the Undertenant, agree to pay the Rent and other charges as required in the Sublease. You, the Undertenant, agree to do everything required of you in the Sublease.		
Notices:	7. All notices in the Sublease shall be sent by certified mail, "return receipt requested".		
Subject to:	8. The Sublease is subject to the Over-Lease. It is also subject to any agreement to which the Over-Lease is subject. You, the Undertenant, state that you have read and initialed the Over-Lease and will not violate it in any way.		
Overtenant's duties:	9. The Over-Lease describes the Landlord's duties. The Overtenant is not obligated to perform the Landlord's duties. If the Landlord fails to perform, you, the Undertenant, must send the Overtenant a notice. Upon receipt of the notice, the Overtenant shall then promptly notify the Landlord and demand that the Over-Lease agreements be carried out. The Overtenant shall continue the demands until the Landlord performs.		
Consent:	10. If the Landlord's consent to the Sublease is required, this consent must be received within _____ days from the date of this Sublease. If the Landlord's consent is not received within this time, the Sublease will be void. In such event all parties are automatically released and all payments shall be refunded to you, the Undertenant.		
Adopting the Over-Lease and exceptions:	11. The provisions of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease applying to the Overtenant are binding on you, the Undertenant, except these: <ul style="list-style-type: none"> <li>a) These numbered paragraphs of the Over-Lease shall not apply:</li>   <li>b) These numbered paragraphs of the Over-Lease are changed as follows:</li> </ul>		

**No authority:** 12. You, the Undertenant, have no authority to contact or make any agreement with the Landlord about the premises or the Over-Lease. You, the Undertenant, may not pay rent or other charges to the Landlord, but only to the Overtenant.

**Successors:** 13. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights or take the place of the Overtenant or you, the Undertenant. Examples are an assign, heir, or a legal representative such as an executor of your will or administrator of your estate.

**Changes:** 14. This sublease can be changed only by an agreement in writing signed by the parties to the Sublease.

**Signatures:** \_\_\_\_\_  
 (OVERTENANT: (SHAREHOLDER))  
 \_\_\_\_\_  
 \_\_\_\_\_  
 You, the UNDERTENANT: (SUBTENANT)  
 \_\_\_\_\_  
 \_\_\_\_\_  
**Witness:** \_\_\_\_\_  
 \_\_\_\_\_

**GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE**

**Date of Guaranty:** 19 \_\_\_\_\_

**Guarantor and address:** \_\_\_\_\_

**Reason for Guaranty:** 1. I know that the Overtenant would not rent the premises to the Undertenant unless I guarantee Undertenant's performance. I have also requested the Overtenant to enter into the Sublease with the Undertenant. I have a substantial interest in making sure that the Overtenant rents the premises to the Undertenant.

**Guaranty:** 2. The following is my Guaranty:  
 I guaranty the full performance of the Sublease by the Undertenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.

**Changes in Sublease have no effect:** In addition, I agree to these other terms:  
 3. This Guaranty will not be affected by any change in the Sublease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will be binding even if I am not a party to these changes.

**Waiver of notice:** 4. I do not have to be informed about any failure of performance by Undertenant. I waive notice of non-payment or nonperformance.

**Performance:** 5. If the Undertenant fails to perform under the Sublease, the Overtenant may require me to perform without first demanding that the Undertenant perform.

**Waiver of jury trial:** 6. I give up my right to trial by jury in any claim related to the Sublease or this Guaranty.

**Changes:** 7. This Guaranty of payment and performance can be changed only by written agreement signed by all parties to the Sublease and Guaranty.

**Signatures:** \_\_\_\_\_  
 GUARANTOR:  
 \_\_\_\_\_  
 WITNESS:  
 \_\_\_\_\_

**STATE OF** \_\_\_\_\_ **COUNTY OF** \_\_\_\_\_ **NO.:** \_\_\_\_\_  
 On 19 \_\_\_\_\_ before me personally appeared

me known and known to me to be the individual(s) described in and who executed the foregoing Sublease, and duly acknowledged me that he executed the same.

- (11) Kitchen supplies, market goods and packages of every kind are to be delivered only at the service entrance of the Building and through the service elevator to the Apartments (if any) when such elevator is in operation.
- (12) Trunks and heavy baggage shall be taken in or out of the Building through the service entrance.
- (13) Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or the managing agent of the Building may direct.
- (14) Water closets and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee in whose Apartment it shall have been caused.
- (15) No Lessee shall send any employee of the Lessor out of the Building on any private business of a Lessee.
- (16) No bird or animal shall be kept or harbored in the Building unless the same in each instance be expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor. In no event shall dogs be permitted on elevators or in any of the public portions of the Building unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or in the yard, court spaces or other public portions of the Building, or on the sidewalks or street adjacent to the Building.
- (17) No radio or television aerial shall be attached to or hung from the exterior of the Building without the prior written approval of the Lessor or the managing agent.
- (18) No vehicle belonging to a Lessee or to a member of the family or guest, subtenant or employees of a Lessee shall be parked in such manner as to impede or prevent ready access to any entrance of the Building by another vehicle.
- (19) The Lessee shall use the available laundry facilities only upon such days and during such hours as may be designated by the Lessor or the managing agent.
- (20) The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
- (21) Unless expressly authorized by the Board of Directors in each case, the floors of each Apartment must be covered with rugs or carpeting or equally effective noise-reducing material, to the extent of at least eighty (80%) percent of the floor area of each room excepting only kitchens, pantries, bathrooms, maid's rooms, closets and foyer.
- (22) 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 the consent of the Lessor or its managing agent.

(23) The Lessee shall keep the windows of the Apartment clean. In case of refusal or neglect of the Lessee during ten (10) days after notice in writing from the Lessor or the managing agent to clean the windows, such cleaning may be done by the Lessor, which shall have the right, by its officers or authorized agents, to enter the Apartment for the purpose and to charge the cost of such cleaning to the Lessee.

(24) The passenger and service elevators (if any), unless of automatic type and intended for operation by a passenger, shall be operated only by employees of the Lessor, and there shall be no interference whatever with the same by Lessees or members of their families or their guests, employees or subtenants.

(25) Complaints regarding the service of the Building shall be made in writing to the managing agent of the Lessor.

(26) Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.

(27) If there be a garage in the Building, the Lessee will abide by all arrangements made by the Lessor with the garage operator with regard to the garage and the driveways thereto.

(28) The following rules shall be observed with respect to incinerator equipment (if any):

- (i) All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel.
- (ii) Debris should be completely drip-free before it leaves the Apartment and carried to the incinerator closet in a careful manner and in a drip-proof container; then placed into the flue hopper so it will drop into the flue or disposal.
- (iii) No bottles or cans shall be dropped down the flue before 10:00 a.m. or after 5:00 p.m., but shall be left in a neat manner in service elevator area, if such items must be disposed of before 10:00 a.m. or after 5:00 p.m.
- (iv) Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into hopper opening. Small items of this nature may be left in a neat manner on the incinerator closet floor. Bulky items should be left at service elevator area between 10:00 a.m. and 6:00 p.m. and service employee summoned to dispose of them by way of the service elevator.
- (v) Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible substances or lighted cigarettes or cigar stubs be thrown into the incinerator flue.
- (vi) Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed through hopper door panel into flue.

(vii) The superintendent shall be notified of any drippings, or moist refuse, appearing on incinerator closet floor and corridors.

(29) No Lessee shall install any plantings on the terrace, balcony or roof without the prior written approval of the Lessor. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the Lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.

(30) The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any Apartment at any reasonable hour of the day for the purpose of inspecting such Apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. If the Lessor takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the Lessee, as additional rent.

(31) These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.

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