

# **SUBLET 6810 EQUITIES, INC.**

**68-10 108<sup>th</sup> Street  
Forest Hills, NY 11375**

**Contact Information:**

**Ms. Susan Rubin  
Transfer Agent  
Kaled Management Corp.  
7001 Brush Hollow Road Sre:200  
Westbury, NY 11590**

**(516) 876-4800 x 313  
Fax (516) 780-8313  
Susan@kaled.com**

**Bldg. # 344**

**5/2023**



**CORPORATE OFFICE**  
7001 BRUSH HOLLOW ROAD  
SUITE 200  
WESTBURY, NY 11590  
TEL: (516) 876-4800  
FAX: (516) 876-6812  
**WWW.KALED.COM**

**ASSET MANAGEMENT**  
757 THIRD AVENUE  
SUITE 2028  
NEW YORK, NY 10017  
TEL: (212) 376-5508

EMAIL: INFO@KALED.COM

**IMPORTANT INFORMATION REGARDING YOUR SOCIAL SECURITY  
NUMBER**

**PROTECTING YOUR PRIVACY**

In order to protect your privacy please remove/blackout your social security number from each financial institution document inserted into the application.

- Financial condition (net worth)
- Tax returns
- Personal loans
- Bank statements
  - IRA
  - CD'S
  - Savings

The Credit Agency Authorization Form AND Criminal Background Check Forms in the application are the only form that requires your Social Security number. These two forms containing your Social Security number will be shredded in our office as soon as we submit the information to the Agency used to obtain your reports.

If you have any questions please contact the Management Office.

**ALL SOCIAL SECURITY NUMBERS SHOULD BE REMOVED/BLOCKED**  
**OUT FROM TAX RETURNS AND ANY OTHER DOCUMENTS.**

**SUBLET REQUIREMENTS – 6810 Equities, Inc.**  
**APPLICATION PACKAGE CHECKLIST:**

The following items must be included with the application:

1. Sublet Application filled out in its entirety \_\_\_\_\_
2. Completed financial statement filled out in its entirety \_\_\_\_\_
3. Copy of Signed Co-op sublease \_\_\_\_\_
4. Reference letter from previous landlord \_\_\_\_\_
5. A letter from employer indicating length of employment/salary, position  
& likelihood of continued employment & current paystub. \_\_\_\_\_
6. Two (2) personal letters of reference and three (3) business reference \_\_\_\_\_
7. Copy of W-2 forms and federal income tax forms for prior two (2) year  
**(Please remove social security #)** \_\_\_\_\_
8. Copies of most recent bank and investment statements  
(2) two months \_\_\_\_\_
9. A signed Window Guard Rider form \_\_\_\_\_
10. Lead Paint Rider signed and initialed by both parties \_\_\_\_\_
11. Credit/criminal authorization completed and signed  
**(only in original package)** \_\_\_\_\_
12. Carbon & smoke affidavit signed & notarized purchaser/seller \_\_\_\_\_
13. Washing machine removal rider \_\_\_\_\_
14. Sprinkler disclosure \_\_\_\_\_

Shareholder will only be allowed to sublet one time with a maximum term of two consecutive years

- All prospective Subtenants are subject to Board interview and approval. Management will contact the prospective purchasers for interview upon receipt of an acceptable credit check and financials.
- All persons who will be residing in the premise must attend the interview

**\* The board of directors may require additional information.**

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

\* Please only put the credit authorization in the original package

\*Incomplete application packages will be returned to the buyer or broker.

**If instructions are not followed packages will be returned**

- **Must be a shareholder for at least (2) two years.**
- **One time sublet maximum term of two consecutive years.**
- **One year leases only**

**REQUIRED FEES: (All fees must be made by Certified Check or Money Order)**

\*Enclose a check in the amount of **\$600.00 payable to Kaled Management Corp.** for administration fee. **(Subtenant)**

\*Credit Check Fee **\$150.00 per applicant payable to Kaled Management Corp.**  
**(Subtenant)**

\*Move-in/out fee in the amount of **\$1000.00 payable to 6810 Equities Inc.** This fee is refundable if there are no damages during the move in/out and no rules are broken. **(Both Shareholder/Subtenant)**

\*Owner will be billed a sublet fee of 15% of the annual rent. This will be billed monthly.

Submit **one (1) original and one (1) collated copy totaling two (2)** complete application package to:

**Ms. Susan Rubin  
Kaled Management Corp.  
7001 Brush Hollow Road Ste: 200  
Westbury, NY 11590**

Any incomplete application packages will be returned. Please allow three (3) weeks For the processing of the application and scheduling interview with the Board.

### SUBLET APPLICATION

Application is herewith submitted for the sublet of \_\_\_\_\_ shares of common stock of 6810 Equities, Inc., and for the right of residency in Apartment # \_\_\_\_\_.

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

**Rental Amount:** \_\_\_\_\_ \$

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

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

**Social Security Number (last 4 Digits)** \_\_\_\_\_

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

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

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

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

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

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

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

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

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

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

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

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

**Social Security Number (last 4 Digits)** \_\_\_\_\_

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

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

Work Telephone Number(s) ( ) ( )

Employer's Name(s):

Employer Address:

Occupation(s):

Length of Employment:

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

Name of Landlord and Telephone: ( )

Length of Residency:

Reason for Leaving:

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

Names of Adults

Names of Children

Ages of  
Children

Name of all residents in the building known by applicant:

**6810 Equities, Inc.  
Applicant Information**

**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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**Names of all civic and community organizations, clubs, society memberships, fraternities & honorary societies to which applicant belongs:**

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Special remarks: Please give any additional information which may be pertinent or helpful as an indication of the nature of the applicants occupancy

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**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 6810 Equities, Inc.**

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

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

**6810 EQUITIES INC.**

We understand and acknowledge that 6810 Equities Inc. does not allow washer & dryers at no time during ownership and or sublease of the apartment

If there is a washer and dryer in the apartment it must be removed before a closing date is scheduled. You must contact the property manager Jodee Sarisky to inspect your apartment prior to closing. 516-876-4800

Shareholder\_\_\_\_\_

Apart#\_\_\_\_\_

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

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

Apart#\_\_\_\_\_

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

Applicant :\_\_\_\_\_

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

Applicant:\_\_\_\_\_

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

State: New York

County:

Sworn to before me this  
day of 20\_\_\_\_.

Notary:\_\_\_\_\_



## FINANCIAL STATEMENT

Name (s) \_\_\_\_\_

Address \_\_\_\_\_

The following is submitted as being a true and accurate statement of the financial condition of the undersigned on the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

ASSETS			LIABILITIES		
	Applicant	Co-Applicant		Applicant	Co-Applicant
Cash in banks			Notes Payable:		
Money markets Funds			To Banks		
Contract Deposit			To Relative		
Investments: Bonds & Stocks			To Others		
-see schedule			Installment Accounts Payable:		
Investment in Own Business			Automobile		
Accounts and Notes Receivable			Other		
Real Estate Owned - see schedule			Other Accounts Payable		
Year      Make			Mortgages Payable on Real		
Automobiles:			Estate - see schedule		
Personal Property & Furniture			Unpaid Real Estate Taxes		
Life Insurance			Unpaid Income Taxes		
Cash Surrender Value			Chattel Mortgages		
Retirement Funds/IRA			Loans on Life Insurance Policies		
401K			(Include Premium Advances)		
KBOGH			Outstanding Credit Card Loans		
Profit Sharing/Pension Plan			Other Debts - itemize		
Other Assets			TOTAL LIABILITIES		
TOTAL ASSETS			NET WORTH		
COMBINED ASSETS					
SOURCE OF INCOME					
	Applicant	Co-Applicant	COMBINED		
Base Salary			CONTINGENT LIABILITIES		
Overtime Wages			As Endorser or Co-maker on Notes	\$	
Bonus & Commissions			Alimony Payments (Annual)	\$	
Dividends and Interest Income			Child Support	\$	
Real Estate Income (Net)			Are you defendant in any legal action?		
Other Income - itemize			Are there any unsatisfied judgments?		
TOTAL			Have you ever taken bankruptcy? Explain:		
GENERAL INFORMATION					
	Applicant	Co-Applicant	PROJECTED EXPENSES / MONTHLY		
Personal Bank Accounts at					
			Maintenance		
Savings & Loans Accounts at			Apartment Financing		
			Other Mortgages		
			Bank Loans		
Purpose of Loan			Auto Loan		
			TOTAL		

**SCHEDULE OF BONDS AND STOCKS**

Amount of Shares	Description (Extended Valuation in Column)	Marketable Value	Non-Marketable Value

**SCHEDULE OF REAL ESTATE**

Description and Location	Cost	Actual Value	Mortgage Amount	Maturity Date

**SCHEDULE OF NOTES PAYABLE**  
Specify any assets pledged as collateral, including the liabilities they secure:

To Whom Payable	Date	Amount	Due	Interest	Pledged as Security

The foregoing financial statement has been carefully prepared, and the undersigned hereby solemnly declare(s) and certify(s) that all the information contained herein is true and correct.

Date \_\_\_\_\_ 20 \_\_\_\_                      Signature \_\_\_\_\_  
 Date \_\_\_\_\_ 20 \_\_\_\_                      Signature \_\_\_\_\_

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

CREDIT CHECK AUTHORIZATION

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

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

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

Home Address:  
(Last seven years): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

.....

In connection with my purchase/sublet of property, I authorize the procurement of a credit report on 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  
  
\_\_\_\_\_  
\_\_\_\_\_

## INFORMATION AND COLLECTION AUTHORIZATION

Our policy is to screen all prospective tenants through the use of a credit profile search. The fee for this service is \$150.00 per applicant to be paid by you and with which we pay the credit check company for its service.

The fee for this service is non-refundable under any circumstances, even if you are denied the rental or sale of the apartment on the basis of the report, or if you change your mind and do not rent/buy.

I have read the above agreement, and I agree to its terms. I have received a copy of this document and I am supplying you with the necessary information to conduct this collection of information and credit profile searches, and I, authorize the same.

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Applicants Signature

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Applicants Signature

Dated: \_\_\_\_\_

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Agent for Kaled Management Corp.

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 whatsoever 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:\_\_\_\_\_

### Applicants' Release

Re: Building Address: \_\_\_\_\_

Apartment # \_\_\_\_\_

The undersigned applicant(s) is (are) submitting an application to purchase/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/sublet 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 approved or not approved certain costs and expenses will be incurred and the fees described above will not be refunded to the applicants.

The applicant(s) releases both the cooperative corporation and Kaled Management Corp. the managing agent from any liability for the return of these funds incurred in processing the application, and agrees that in the event the applicant seeks recovery of such fees, the applicants shall be liable for all cost and expenses (including attorney's fees) incurred by the cooperative, transfer agent and/or managing agent.

Applicant \_\_\_\_\_

Applicant \_\_\_\_\_

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

## RESIDENTIAL LEASE ADDENDUM #1

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

#### Lease Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health 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.

#### Lessors' 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) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- (b) Records and reports available to the lessor (Check (i) or (ii) below):
- (i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below)
- \_\_\_\_\_
- (ii) \_\_\_\_\_ Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

#### Lessee's Acknowledgment (initial)

- (c) \_\_\_\_\_ Lessee has received copies of all information listed above.
- (d) \_\_\_\_\_ Lessee has received the pamphlet *Protect your Family from Lead in Your Home*.

#### Agent's Acknowledgement (initial)

- (e) \_\_\_\_\_ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d 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.

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lessee

\_\_\_\_\_  
Date

**AFFIDAVIT OF COMPLIANCE WITH SMOKE DETECTOR  
AND CARBON MONOXIDE DETECTOR REQUIREMENTS  
FOR ONE AND TWO FAMILY DWELLINGS**

State of \_\_\_\_\_ )  
County of \_\_\_\_\_ ) SS #:

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the Grantor and

Street address \_\_\_\_\_ unit # \_\_\_\_\_ Borough \_\_\_\_\_

New York, \_\_\_\_\_ (block) \_\_\_\_\_ (lot) (The "Premises")

Grantee of the real property or of the cooperative shares in a cooperative corporation owning real property located at \_\_\_\_\_, New York.

That the Premises is a one or two family dwelling, or a cooperative apartment or condominium unit in a one or two family dwelling, and that installed in the Premises is (i) an approved and operational smoke detecting device in compliance with the provisions of Article 6 of Subchapter 17 of Chapter 1 of Title 27 of the Administrative Code of the City of New York concerning smoke detector devices; and (ii) an approved and operational carbon monoxide detecting device in compliance with the provisions of Section 378 5-a of the Executive Law of the State of New York concerning carbon monoxide detector devices.

That they make this affidavit in compliance with New York City Administrative Code Section 11-2105(g). (The signatures of a least one Grantor and one Grantee are required, and must be notarized).

\_\_\_\_\_  
Name of GRANTOR (print)

\_\_\_\_\_  
Name of GRANTEE (print)

\_\_\_\_\_  
Signature of GRANTOR (print)

\_\_\_\_\_  
Signature of GRANTEE (print)

Sworn to before me this \_\_\_\_\_  
date of \_\_\_\_\_, 2006.

Sworn to before me this \_\_\_\_\_  
Date of \_\_\_\_\_, 2006.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

These statements are made with the knowledge that a willfully false representation is in lawful and is punishable as a crime of perjury under Article 210 of the Penal Code.

With respect to smoke detector devices - New York City real property transfer tax returns filed on or after February 6, 1990 with respect to the conveyance of a one or two family dwelling, or a cooperative apartment or a condominium unit in a one or two family dwelling, will not be accepted for filing unless accompanied by this affidavit.

With respect to carbon monoxide devices - New York City real property transfer tax returns filed on or after November 27, 2002, with respect to the conveyance of a one or two family dwelling, or a cooperative apartment or condominium unit in a one or two family dwelling, will not be accepted for filing unless accompanied by this affidavit.



## **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

**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): \_\_\_\_\_  
Lease Premises Address: \_\_\_\_\_  
Apartment Number: \_\_\_\_\_ (the "Leased Premises")  
Date of Lease: \_\_\_\_\_

**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 \_\_\_\_\_.

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)).

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**Acknowledgment & Signatures:**

I, the Tenant, 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 :	Name: _____	Date _____
	Signature: _____	
	Name: _____	Date: _____
	Signature: _____	
Owner	Name: _____	Date _____
	Signature _____	

The Undersigned hereby certifies that the following resolution was adopted by the Board of Directors of 6810 Equities, Inc. at a meeting held on April 16, 2013.

"It is hereby resolved that the house rules be amended with regard to shareholders subletting their apartment:

Sublets will now be allowed with the following rules and limitations:

- Those wishing to sublet their apartment must be a shareholder of 6810 Equities, Inc. for least two years
- Shareholders will only be allowed to sublet one time, with a maximum term of two consecutive years
- All subleases must be a minimum term of 1 year
- Shareholders seeking to sublet their apartment must be granted approval by the Board of Directors of 6810 Equities Inc., by submitting a completed sublet application package. The proposed subtenant must also be interviewed by the Board.

6810 Equities, Inc.

By: Carol Verschell

State of New York )  
County of Queens )

On this 16 day of April 2013 before me personally came Carol Verschell to me known, who being by me duly sworn did depose and say that he/she resides at 68-10 108<sup>th</sup> Street, Apt 3C, Forest Hills, NY 11375; that he/she is the President of 6810 Equities, Inc., a New York Corporation, the corporation described in and which executed the foregoing resolution; that he/she knows the seal of the said corporation and that the seal affixed to said instrument is such Corporate seal, that is was affixed by order of the Board of Directors of said Corporation, and that he/she signed name thereto by the like order.

Susan M. Rubin

Notary Public

Susan M. Rubin  
Notary Public, State of New York  
No. 01RU5046858  
Qualified in Suffolk County  
Commission Expires July 17, 2015

## Amend House Rules Section III January 2021

### MOVE IN AND DELIVERY DEPOSIT

At this time we would like to remind all residents that a \$1,000.00 refundable deposit is required for all moves in/out of the building. In addition, a refundable \$250.00 deposit is required for any large item delivery. A large item would be furniture or appliances, or anything else that requires a delivery to your apartment, not a package that is to be left in the lobby. Whether or not someone is actually moving in or out, the intent of the rule is to protect the building from any damage. Please remember to notify the Super or Management whenever such moves or deliveries are scheduled, so that the elevators can be padded properly.

# STANDARD FORM OF COOPERATIVE APARTMENT SUBLEASE

THE REAL ESTATE BOARD OF NEW YORK, INC.

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CAS/98

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

You should read this Sublease carefully. If You have any questions, or if You do not understand any words or statements, get clarification. Once You and Owner sign this Sublease, You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner have been written into this Sublease except for obligations arising under the Cooperative Documents (as defined in Article 4). You understand 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 \_\_\_\_\_ between  
month day year

Owner, the Sublessor, \_\_\_\_\_  
whose address is \_\_\_\_\_, and  
You, the Sublessee, \_\_\_\_\_  
whose address is \_\_\_\_\_.

## 1. APARTMENT AND USE

Owner agrees to sublease to You Apartment \_\_\_\_\_ on the \_\_\_\_\_ floor in the cooperative apartment building at \_\_\_\_\_, Borough of \_\_\_\_\_, City and State of New York (the "Building"). You shall use the Apartment for living purposes only. The Apartment may be occupied only by You and the following Permitted Occupants: \_\_\_\_\_.

You acknowledge that: (i) this Sublease may not commence until the occupancy of the Apartment by You and the Permitted Occupants has been approved by the Board of Directors of \_\_\_\_\_ ("Apartment Corporation"); and (ii) no other person other than You and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner and the Apartment Corporation.

## 2. LENGTH OF SUBLEASE

The term (that means the length) of this Sublease will begin on \_\_\_\_\_ and will end on \_\_\_\_\_. If You do not do everything You agree to do in this Sublease, Owner may have the right to end this Sublease before the ending date. If Owner does not do everything that Owner agrees to do in this Sublease, You may have the right to end the Sublease before the ending date. You acknowledge that the term of this Sublease may be reduced as authorized by Article 6.

## 3. RENT

Your monthly rent for the Apartment is \$ \_\_\_\_\_. You must pay Owner the rent, in advance, on the first day of each month either to Owner at the above address or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Sublease if the Sublease begins on the first day of the month. If the Sublease begins after the first day of the month, You must pay when You sign this Sublease: (i) the part of the rent from the beginning date of this Sublease until the last day of the month, and (ii) the full rent for the next full calendar month.

## 4. COOPERATIVE DOCUMENTS

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.

You 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 rent for the Apartment to the Apartment Corporation). You 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. You have reviewed the Cooperative Documents or waived their examination.

## 5. SECURITY DEPOSIT

You are required to give Owner the sum of \$ \_\_\_\_\_ when You sign this Sublease as a security deposit, which is called in law a trust. Owner will deposit this security in \_\_\_\_\_ bank at \_\_\_\_\_, New York. This security account shall not bear interest.

If You carry out all of your agreements in this Sublease and if You move out of the Apartment and return it to Owner in the same condition it was in when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty through no fault of your own, Owner will return to You the full amount of your security deposit within 60 days after this Sublease ends. However, if You do

the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Sublease as stated in Article 2, this Sublease shall be canceled and all prepaid rent and security deposit shall be promptly returned to You.

## **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 in the form it may have from time to time during this Sublease. Nothing in this Sublease can be interpreted to mean that You have given up any of your rights under that 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. You will do nothing to interfere to make more difficult the Apartment Corporation's efforts to provide You and all other occupants of the Building with the required facilities and services. Any condition caused by your misconduct or the misconduct of anyone under your direction or control shall not be a breach by Owner.

## **9. CARE OF YOUR APARTMENT; END OF SUBLEASE-MOVING OUT**

A. You 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. You 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 You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of your own.

B. When the Sublease ends, You must remove all of your movable property. You must also remove at your own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment You 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, You shall pay any such deposit or fee when requested by the Apartment Corporation. You must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. You have not moved out until all persons, furniture and other property of yours is also out of the Apartment. If your property remains in the Apartment after the Sublease ends, Owner may either treat You as still in occupancy and charge You for use, or may consider that You have given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at your expense. You agree 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.

## **10. CHANGES AND ALTERATIONS TO APARTMENT**

You cannot build in, add to, change or alter, the Apartment in any way, including wallpapering, painting, repainting, or other decorating, without first obtaining the prior written consent of Owner and, if required under the Proprietary Lease, the Apartment Corporation. Without Owner's and/or the Apartment Corporation's prior written consent, You 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 tenants of the Building. Also, You cannot place in the Apartment water-filled furniture.

## **11. YOUR DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND RULES**

A. GOVERNMENT LAWS AND ORDERS. You will obey and comply: (i) with all present and future city, state and federal laws and regulations 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. You 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 YOU. You will obey all of the Cooperative Documents other than the provisions of the Cooperative Documents required to be performed by Owner.

C. YOUR RESPONSIBILITY. You are responsible for the behavior of yourself, the Permitted Occupants of the Apartment, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment, have not obeyed government laws and orders, the Cooperative Documents or this Sublease.

## **12. OBJECTIONABLE CONDUCT**

You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment will not engage in objectionable conduct in the Building. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other occupants of the Building. Objectionable conduct by You gives Owner the right to end this Sublease.

## **13. SERVICES AND FACILITIES**

A. REQUIRED SERVICES. The Apartment Corporation will provide cold and hot water and heat, as required by law, repairs to the Apartment, as required by the Proprietary Lease, elevator service if the Building has elevator equipment, and the utilities, if any, included in the rent, as set forth in subparagraph B. You are 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. If the Apartment Corporation provides electricity or gas for a separate, submetered charge, your obligations to the Apartment Corporation and/or Owner are described in a rider attached to this Sublease. If electricity or gas is not included in the rent and is not charged separately by the Apartment Corporation and/or Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service and cable television service if the cost of any such service is not included in the rent.

## 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; to inspect the Apartment; and to make any necessary repairs or changes Owner or the Apartment Corporation decide are necessary. Your rent will not be reduced because of any of this work, unless the rent payable by Owner under the Proprietary Lease is reduced.

B. To show the Apartment to persons who may wish to become owners of the Apartment or may be interested in lending money to Owner.

C. For two months before the end of the Sublease, to show the Apartment to persons who wish to sublease it.

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

E. If, at any time, You are 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 You, unless during this entry, any authorized party is negligent or misuses your property.

## 16. ASSIGNING; SUBLETTING; ABANDONMENT

A. Assigning and Subletting. You cannot assign this Sublease or sublet the Apartment. You acknowledge that Owner may refuse any request made by You to assign this Sublease or to further sublet the Apartment for any reason or no reason.

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

## 17. DEFAULT

A. You default under the Sublease if You act in any of the following ways:

- (i) You fail to carry out any agreement or provision of this Sublease;
- (ii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment behave in an objectionable manner;
- (iii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment violate any of the Cooperative Documents;
- (iv) You do not take possession or move into the Apartment 15 days after the beginning of this Sublease; or
- (v) You and the Permitted Occupants of the Apartment move out permanently before this Sublease ends.

If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within 10 days. You must then either stop or correct the default within 10 days, or, if You need more than 10 days, You must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible.

B. If You do not stop or begin to correct a default within 10 days, Owner may give You a second written notice that this Sublease will end 6 days after the date the second written notice is sent to You. At the end of the 6-day period, this Sublease will end, You then must move out of the Apartment. Even though this Sublease ends, You will remain liable to Owner for unpaid rent up to the end of this Sublease, the value of your occupancy, if any, after the Sublease ends, and damages caused to Owner after that time as stated in Article 18.

C. If You do not pay your rent when this Sublease requires after a personal demand for rent has been made, or within 3 days after a statutory written demand for rent has been made, or if the Sublease ends Owner may do the following: (i) enter the Apartment and retake possession of it if You have moved out; (ii) go to court and ask that You and all other occupants in the Apartment be compelled to move out.

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

## 18. REMEDIES OF OWNER AND YOUR LIABILITY

If this Sublease is ended by Owner because of your default, the following are the rights and obligations of You and Owner.

A. You must pay your rent until this Sublease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.

B. Once You are 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.

C. Whether the Apartment is re-rented or not, You 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 putting the Apartment in good condition for re-rental; and
- \*\*\* (iii) Owner's expenses for attorney's fees (*Delete if inapplicable*).

D. You shall pay all 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

- ing the Apartment or the Building which You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You have caused;
- (iii) Preparing the Apartment for the next subtenant if You move out of the Apartment before the Sublease ending date without Owner's prior written consent;
  - \*\*\* (iv) Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of a default by You for defending lawsuits brought against Owner because of the actions of You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You *(Delete if inapplicable)*;
  - (v) Removing all of your property after this Sublease is ended;
  - (vi) Any miscellaneous charges payable to the Apartment Corporation for services You requested that are not required to be furnished You under this Sublease for which services You have failed to pay the Apartment Corporation 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 You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You.

These fees and expenses shall be paid by You to Owner as additional rent within 30 days after You receive Owner's bill or statement. If this Sublease has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.

B. Owner agrees that unless subparagraph (iv) of subparagraph 20 A has been stricken out of this Sublease, You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law Section 234.

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

## **21. PROPERTY LOSS, DAMAGES OR INCONVENIENCE**

Unless caused by the negligence or misconduct of Owner, Owner's representatives or the agents and employees of the Apartment Corporation, none of these authorized parties are responsible to You for any of the following: (i) any loss of or damage to You or your property in the Apartment or the Building due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Building; (ii) any loss of or damage to your property delivered to any agent or employee of the Apartment Corporation (i.e. doorman, superintendent, etc.); or (iii) any damage or inconvenience caused to You by actions, negligence or violations of the Cooperative Documents by any other tenant or person in the Building except to the extent required by law.

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 You 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 You to cancel the Sublease.

## **22. FIRE OR CASUALTY**

A. 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 You under subparagraph D below. However, the rent will be reduced immediately. This reduction will be based upon the square footage of the part of the Apartment which is unusable.

B. Owner and/or the Apartment Corporation will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below.

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 You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives You such notice, this Sublease will end 60 days from the last day of the calendar month in which You were given the notice.

D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, You may give Owner written notice that You end the Sublease. If You give that notice, this Sublease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund your security deposit and the pro-rata portion of rents paid for the month in which the casualty happened.

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

F. You acknowledge that if fire, accident, or other casualty causes damage to any of your personal property in the Apartment, including, but not limited to your furniture and clothes, neither the Owner nor the Apartment Corporation will be responsible to You for the repair or replacement of any such damaged personal property unless such damage was 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. You shall have no claim against Owner for any damage resulting; You also agree that by signing this Sublease, You assign to Owner any claim against the government or government agency for the value of the unexpired portion of this Sublease.

## **24. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS**

All leases and mortgages of the Building or of the land on which the Building is located and the Proprietary Lease for the Apartment now in effect or made after this Sublease is signed, come ahead of this Sublease. In other words, this Sublease is "subject and subordinate to" the Proprietary Lease and any existing or future lease or mortgage on the Building or land, including any renewals, consolidations, modifications and substitutions.



writing, (ii) signed by or in the name of Owner or Owner's agent, and (iii) addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment. The date of service of any written notice by Owner to You under this agreement is the date of delivery or mailing of such notice.

B. Notices to Owner. If You wish to give a notice to Owner, You must write it and deliver it or send it by registered or certified mail to Owner at the address noted on page 1 of this Sublease or at another address of which Owner or Agent has given You written notice.

## **27. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM**

A. Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Sublease, the relationship of You and Owner as sublessee and sublessor or your 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 You which asks that You be compelled to move out, You cannot make a counterclaim unless You are 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 your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Sublease the failure of Owner to make action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if You against do not do what You have agreed to do.

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

C. If You pay and Owner accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or part of the earliest rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the rent due unless there is a written agreement between You and Owner.

D. Any agreement to end this Sublease and also to end the rights and obligations of You and Owner must be in writing, signed by You and Owner or Owner's agent. Even if You give 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**

When You signed this Sublease, You did not rely on anything said by Owner, Owner's representatives or the Apartment Corporation's employees, agents, or superintendent about the physical condition of the Apartment, the Building or the land on which is built. You did not rely on any promises as to what would be done, unless what was said or promised is written in this Sublease and signed by both You and Owner. Before signing this Sublease, You have inspected the Apartment and You accept it in its present condition "as is", except for any condition which You could not reasonably have seen during your inspection. You agree that Owner has not promised to do any work in the Apartment except as specified in a rider attached to this Sublease.

## **30. DEFINITIONS**

A. Owner: The term "Owner" means the person or organization receiving or entitled to receive rent from You 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. You. The Term "You" means the person or persons signing this Sublease as sublessee and the successors and assigns of the signer. This Sublease has established a sublessor-sublessee relationship between Owner and You.

## **31. SUCCESSOR INTERESTS**

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

## **32. TERMINATION OF PROPRIETARY LEASE**

You acknowledge that if the Proprietary Lease is terminated by the Apartment Corporation, this Sublease shall terminate and come to an end 30 days after the Proprietary Lease is terminated. In such event, Owner shall return to You pay rent paid in advance on a pro rata basis.

## **33. INSURANCE**

You may obtain liability insurance insuring You, the Permitted Occupants of the Apartment, your servants and people visiting the Apartment, and personal property insurance insuring your furniture and furnishings and other items of personal property located in the Apartment. You may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment. You acknowledge that Owner may not be required to maintain any insurance with respect to the Apartment.

## **34. CONSENT**

You shall furnish to the Apartment Corporation or its managing agent, within 5 business days after the date of this Sublease, such personal and financial references and additional information concerning You 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. You 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 You and the Permitted Occupants shall have no right to occupy

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 furniture and furnishings in the Apartment when this Sublease terminates, You shall pay Owner upon demand the cost of any required repairs.

You may not remove any furniture or furnishings from the Apartment or change the location of any such furniture or furnishings during the pendency of this Sublease without Owner's prior written consent.

**36. BROKER [DELETE EITHER SUBPARAGRAPH A OR B]**

A. You represent to Owner that You have not dealt with any real estate broker(s) in connection with the subleasing of the Apartment other than \_\_\_\_\_, [and that \_\_\_\_\_ is your real estate broker in connection with the subleasing of the Apartment (*Delete bracket if inapplicable*)]. You will compensate such broker(s) in accordance with a separate agreement. You shall indemnify and hold Owner harmless from any and all loss incurred by Owner as a result of a breach of the foregoing representations.

B. You represent to Owner that you have not dealt with any real estate broker in connection with the subleasing of the Apartment. You shall indemnify and hold Owner harmless from any and all loss incurred by Owner as a result of a breach of the foregoing representation.

**37. LEAD PAINT DISCLOSURE [DELETE IF THE BUILDING WAS ERECTED AFTER 1978]**

Simultaneously with the execution of this Sublease, You 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. You acknowledge receipt of the pamphlet, "Protect Your Family From Lead in Your Home" prepared by the United States Environmental Protection Administration.

**38. PETS [DELETE EITHER SUBPARAGRAPH A OR B]**

A. You may not keep any pets in the Apartment.

B. If authorized by the Cooperative Documents, You may keep pets in the Apartment provided: (i) You obtain the prior written consent of Owner; and (ii) You comply with the Cooperative Documents with respect to the keeping of pets in the Building.

**39. KEYS**

Owner shall retain keys to all locks of the Apartment. If You make any changes to any such lock, You must deliver keys to Owner, and to the Apartment Corporation or its managing agent. At the end of this Sublease, You must deliver to Owner all keys to the Apartment. If You fail to return any keys, You shall pay Owner the cost of replacing any such keys.

**40. WINDOW GUARDS**

You shall complete and deliver to the Apartment Corporation, when requested, a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York. You acknowledge that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

**41. OWNER'S DEFAULT TO APARTMENT CORPORATION**

If: (i) Owner defaults in the payment to the Apartment Corporation of rent or other charges payable under Owner's Proprietary Lease for the Apartment; (ii) the Apartment Corporation notifies You of such default; and (iii) the Apartment Corporation instructs You to pay the rent under this Sublease to the Apartment Corporation, then You shall pay all future installments of 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 You pay any installment of rent payable under this Sublease to the Apartment Corporation as herein provided, You have satisfied your obligation to pay any such installment of rent to Owner. Nothing contained in this Article shall suspend your obligation to pay rent under this Sublease.

**42. BINDING EFFECT**

It is expressly understood and agreed that this Sublease shall not constitute an offer or create any rights in your 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 You and Owner and a fully executed copy of this Sublease is delivered to both You and Owner.

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

WITNESS:

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

**GUARANTY**

The undersigned Guarantor guarantees to Owner the strict performance of and observance by Sublessee of all the agreements, provisions and rules in the attached Sublease. Guarantor agrees to waive all notice when Sublessee is not duly performing or observing

# 6810 EQUITIES, Inc. HOUSE RULES

## The Lexington House

6810 108 Street  
Forest Hills, New York 11375

Updated May 1, 2023

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Change Control		
Date	Version	Updates
May 23, 2008	Baseline House Rules	<ul style="list-style-type: none"><li>• N/A</li></ul>
Apr. 23, 2013	Subletting HR.46	<ul style="list-style-type: none"><li>• Amended</li></ul>
May 31, 2018 May 1, 2023	Current Version- Revised	<ul style="list-style-type: none"><li>• Reformat document;</li><li>• Add HR 52, 53, 54, 55</li><li>• Modify HR48a</li><li>• 5/1/23, add HR 56</li></ul>

## I. GENERAL RULES

- (1) The House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor in accordance with the terms of the Proprietary Lease.
- (2) Any consent or approval given under these House Rules by the Lessor shall be revocable at any time by the Board of Directors.
- (3) The Board of Directors may, at its discretion, allow exceptions to the rules. Such exceptions will be recorded in writing.
- (4) Complaints regarding the services of the building shall be made in writing to the Managing Agent of the Lessor. Complaints regarding the Managing Agent shall be made in writing to the Board of Directors.
- (5) During regular working hours, activities of employees of the Cooperative Corporation are for the benefit of the entire Corporation. These employees are prohibited from performing private work for residents, whether on or off property, during regular working hours. Any damage to Corporation property caused by an employee working for a resident outside regular working hours is the responsibility of the resident.
- (6) An administrative fee of 5% is charged to the monthly bill of all Lessees on any unpaid balance from the previous month and on any previous month's payment made after the 10<sup>th</sup> of that month. Additional administrative charges at the same 5% rate will be made for every month that an unpaid balance continues outstanding. Moreover, the administrative fees are cumulative and will be charged on previous unpaid administrative fees. Cumulative fees if not satisfied while the shareholder resides in the building will be collected when the shareholder sells the unit.

Lessees are also charged the current bank rate for returned checks plus an administrative fee.

## II. COMMON AREAS

- (7) Public areas and stairways shall not be obstructed or used for any purpose other than ingress to and egress from the apartments.
- (8) No client of any resident practicing a profession in the building shall be permitted to wait in the lobby. (Such use of an apartment is limited under Paragraph 14 of the Lease Agreement.)
- (9) Residents shall not play in the public halls, stairways, solariums, elevators, back porch, gardens or in the laundry room. The use of roller skates and blades is forbidden in these areas.
- (10) No public hall of the building shall be decorated or furnished by any Lessee in any manner without prior consent of the Lessor. No article shall be placed in the halls, staircases, landings or solariums. However, placing a doormat outside the front door of an apartment is permitted as an exception to this rule. Temporary celebratory decorations on doors are also permitted.
- (11) Common areas are not to be defaced. Writing on the walls or in the elevators is prohibited. The tone and elegance of the building are not to be lowered by lewd or obscene writings, drawings or other markings added to posted notices.
- (12) No bicycle, scooter or similar vehicle shall be allowed to stand in the public halls, passageways or building gardens. The same prohibition applies to baby carriages, strollers, shopping carts and the like.  
  
12a. The only exception to this rule is for bicycles kept in the basement bicycle racks. These should be locked since the Corporation is not responsible for loss or damage.
- (13) To prevent damage to the lobby and interior surfaces, shopping carts, bicycles and similar vehicles are to be brought in and out of the building only through the basement service entrance.
- (14) The roof may only be used as follows.
  - By residents plus their guests accompanied by a resident,
  - Between 7am and 10pm,
  - Only the deck portion may be used,
  - Children under 16 years must be supervised by an adult,
  - No food or beverages allowed on the roof,
  - No playing or creating excessive noise, including fireworks, is prohibited,
  - No pets allowed,

- Nothing shall be thrown over the parapet,
  - No smoking in the solarium or on the roof.
- (15) The use of the rear yard and rear porch is prohibited except for residents engaged in quiet activities. These areas are not to be used for playing. Bicycles and similar vehicles are prohibited. Children under sixteen must be accompanied by an adult and should generally conform to quiet adult behavior. Chairs may be used on the porch only, but not left there.
- (16) The squash court is not operational and may not be used by residents. It is in use for the Corporation for purposes of storage.
- (17) No smoking in common areas including the basement.
- (18) Residents shall use the available laundry facilities only upon such days during such hours as may be designated and posted by the Lessor.

### III. DELIVERIES AND VISITORS

- (19) When the front door is in attendance, all guests, visitors and trades persons will be stopped at the front door and announced on the intercom system. No visitors will be admitted unless resident approval is given.
- 19a. When the front door is unattended, the outside intercom will be used. Always ask for verbal and visual identification before allowing entry to the building, even if someone is expected. Do not respond to the buzzer simply by buzzing back. Compliance in this regard is critical for the protection of every resident.
- (20) Large deliveries of packages, groceries, laundry, etc., must be through the basement service entrance. However, restaurant food, newspapers and small packages may be delivered through the front door provided rule (19) above is observed.
- 20a. Deliveries cannot be accepted unless the resident is at home or has made prior arrangements with building staff or a neighbor. The Corporation does not assume responsibility for any deliveries
- 20b. Carts are available in the basement for the transport of groceries and luggage to apartments. Carts in the basement should be returned to the basement after being used. They are the property of the building.
- (21) Furniture and large appliance deliveries etc., should be made Monday through Friday between 8am and 6pm only unless special permission is asked for and granted. The Superintendent must be notified of such

deliveries at least the day before, so that the elevators can be padded for protection. Staff on duty will supervise the delivery and inspect the elevator and public hallways for damage after the delivery. Shareholders are responsible for damage to the building caused by a delivery. Time in and time out of persons making a delivery will be recorded in the log book in the basement.

- (22) Trunks and heavy baggage shall be taken in or out of the building only through the basement service entrance.
- (23) Contractors, plumbers, electricians, painters etc., coming to perform work must use the basement entrance. All such visitors must sign their entry into and exit from the building in the log book. The Superintendent must be given at least 24 hour advance notice of such visits.
- (24) Commercial flyers and circulars are not to be distributed throughout the building but rather should be left for residents to pick up, either just inside or just outside the front door. Persons wishing to distribute these flyers frequently buzz any apartment to gain access and sometimes give a false identity such as postman. To the best of your ability do not provide access.

24a. Residents should on no account allow strangers to enter and roam the building at will. This may sometimes be embarrassing but it is a security measure especially important while there is not 24-hour doorman service.

- (25) Residents are required to inform Management in writing of the names of any non residents whom they have provided with building or apartment keys. This measure is to ensure proper security for the building.
- (26) Moving in or out of the building shall be done between 8am and 6pm on weekdays. The Superintendent must be notified by entry in the log book 48 hours in advance so that the elevator can be prepared for the move. Moving will not be permitted on weekends, legal holidays or high holy days unless specifically authorized in advance by the Lessor.

26a. A refundable deposit will be required in advance of any move, in or out. This deposit may be used to offset any damage that may occur or any unusual labor requirements such as overtime. Nevertheless, the party making the move, whether purchaser, seller, shareholder or tenant, is responsible for all such costs not limited to the deposit amount. The Superintendent will inspect for damage after the move.

26b. Hoisting of furniture or other large objects on the exterior of the building is prohibited, except with prior written consent of the Managing Agent.

## DOORS, WINDOWS, TERRACES AND EXTERIORS

- (27) No article shall be hung or shaken from the doors, windows, terraces or balconies, or placed upon the exterior window sills of the building.
- (28) No exterior shades, awnings, window guards, ventilators, fans or air conditioning devices shall be used in and about the building except those expressly approved by the Managing Agent as to quality, size, placement and material. No fixtures shall be placed in or on the exterior building walls, or outside or protruding from the windows.
- (29) No wires of any kind may be run along or from the exterior of the building, or across any common area. In particular, this applies to telephone lines. No radio or television aerial shall be attached to or hung from the exterior of the building.
- (30) No sign, notice or advertisement shall be inscribed or exposed on or at any window or other part of the building, except on bulletin boards or as shall have been approved in writing by the Lessor or the Managing Agent.
- (31) Window guards, of standard and approved design, must be installed in each window of an apartment that is a residence of a child under the age of ten. New York City requires the Corporation to comply with this law. Installation and materials are provided by the Lessor.
- (32) Residents whose apartments have access to individual terraces and patios are responsible for upkeep and maintenance of these areas. Terraces and patios are to be kept clean, orderly and free from debris at all times. There should be no mattresses, clothing lines or out unsightly obstructions on the terraces. Cooking on the terraces is prohibited.
- (33) Any plantings on terraces and balconies shall be in good taste and generally accord with the quality and tone of appearance of the building. Moreover, any such plantings and their containers shall be maintained by the Lessee in a condition that poses no danger and does not lead to damage to the building
- (34) Lessees shall keep apartment windows clean.



#### IV. APARTMENT INTERIORS

- (35) No resident shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other residents. No resident shall play upon, or suffer to be played upon, any musical instrument, or permit to be operated any phonograph, radio or television between the hours of 11pm and the following 8am, if the same shall disturb or annoy the occupants of the building.
- (36) Water closets, toilets, sinks, tubs and showers shall not be used for any purpose other than those for which they were constructed. The cost of repairing any damage resulting from misuse of any water apparatus shall be paid for by the Lessee in whose apartment shall have been caused. Sweepings, rubbish, rags or other articles shall not be thrown in the water closets or otherwise disposed of through the plumbing system. Water closets are not to be used for garbage disposal. The sink is for maintenance purposes only.
- (37) 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 80% of the floor area of each room excluding only kitchens, pantries, bathrooms, and closets.
- (38) No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale or open house be held in any apartment without the consent of the Managing Agent.
- (39) The Managing Agent or Superintendent will inspect each apartment at least once annually by appointment, or more often if deemed necessary by the Board of Directors, to check on the condition of the building and mechanical systems and to monitor compliance with the House Rules.
- (40) It is the policy of the Corporation to maintain the building in pest free condition. To that end, and generally to control vermin, insects and other pests, the Corporation provides exterminator service on a regular periodic basis. Residents are required to provide apartment access for the exterminator. Residents are advised in advance of the exterminator schedule in the building. Experience has shown that the absence of pests in an apartment is not sufficient reason for dispensing with fumigation or some other effective pest control measure in that apartment if the building as a whole is to be kept uninfested.

- (41) Smoke detectors and carbon monoxide detectors, required by law, have been installed in every apartment. Maintenance is the responsibility of each apartment resident. Test monthly by pressing button which will cause alarm to sound. Change battery annually or more frequently if necessary. Only functioning detectors will give warning of danger.
- (42) The Superintendent must have access to all apartments in the event of emergency. To this end, residents must leave a complete set of keys for apartment access with the Superintendent who keeps them in a coded system. Failure to provide keys is not acceptable to the Corporation, is potentially dangerous in an emergency and may subject the resident to additional liability because of damage caused while gaining access to the apartment.
- (43) Lessee may not alter, remodel, renovate, add to or otherwise engage in construction in or about his or her apartment without prior written consent of the Lessor. Likewise, Lessee shall not make any attachments to the plumbing lines or add to the electrical system without prior written approval of the Lessor. Guidelines for obtaining Lessor approval will be provided upon request. To grant approval, the Board of Directors will impose any conditions deemed necessary or advisable to maintain the standard and good condition of the building. Licensed and insured contractors are required.
- (44) Construction, repair, remodeling, renovation, alteration or additions to a Lessee's apartment shall be confined to the hours of 8am and 6pm on weekdays. No such work may be performed on Saturday, Sunday, any legal holiday or high holy days, unless specifically approved in advance by the Lessor.
  - 44a. Painting is an exception in that it may be performed on any day of the week provided it is not combined with other work of a noisy nature.
- (45) No clothes washing machines will be permitted to be installed into any apartments.

## V. SUBLETTING

- (46). House Rule 46 was amended on April 16, 2013 by the Board of Directors of 6810 Equities, Inc. at a meeting held on April 16, 2013. Shareholders were notified.

Effective April 16, 2013:

Sublets will now be allowed with the following rules and limitations:

46a. Those wishing to sublet their apartment must be a shareholder of 6810 Equities, Inc. for at least two (2) years.

46.b. Shareholders will only be allowed to sublet one time, with a maximum term of two consecutive years.

46c. All sublease must be a minimum term of one (1) year.

46d. Shareholders seeking to sublet their apartment must be granted approval by the Board of directors of 6810 Equities, Inc. by submitting a completed sublet application package. The proposed sub-tenant must also be interviewed by the Board.

See **House Rule 53** regarding short-term subletting.

## VI. GARBAGE

(47) This building is equipped with trash compactors located in the basement. Compactor closets, equipped with chutes to the basement compactor, are located on each floor. Signs with instructions on the proper use of the compactor have been placed on the wall above each chute. Fire extinguishers in case of emergency have been installed in every compactor closet.

47a. Garbage should be well drained and securely wrapped and tied in plastic bags. Garbage bags should not be allowed to drip on the landings. Bags should be placed in the compactor chutes and not be left in the chute openings nor in the chute closets, nor in the hallways.

47b. Glass, metal, metal foil and plastic objects shall not be placed in the chutes but put in the recycling bins. Newspapers, magazines, books and corrugated cardboard should be stacked in the compactor chute closets as indicated. Bottles and cans should be rinsed before disposal. Recycling of these materials is now required by State law.

47c. Apart from items for recycling, no garbage should be left in the compactor chute closets. Moreover, no garbage, cigarette butts or chewing gum should be left on the stairways, landings or any other public area. Residents should clean up any garbage they accidentally drop in public areas.

47d. Vacuum cleaner bags should not be emptied directly into the compactor chutes but should be securely wrapped in an outer plastic bag before disposal down the chute.

47e. It is unlawful to throw the following items down the compactor chutes: unwrapped carpet sweepings, naphthalene camphor balls, floor scrapings, oil soaked rags, empty paint or aerosol cans, inflammable, explosive or noxious substances and lighted cigarette or cigar stubs. Inflammable, explosive and noxious substances, as well as empty paint cans, should be brought to the basement for disposal by building staff.

47f. Cartons, boxes, crates or large items for disposal shall be taken directly to the basement and left in the designated area near the compactor. The same shall be done by residents with any garbage item that is not suitable for recycling nor for disposal down the chute in a plastic bag.

47g. Cat litter should be disposed of in the basement receptacles, not thrown down the chute.

## VII. PETS

- (48) No bird or animal or pet of any kind shall be kept or harbored in the building unless expressly permitted in each instance by the Lessor in writing. 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. Dogs are not allowed in the laundry room.

48a. No pet should be permitted to evacuate or urinate in the common areas, nor in the gardens and grassy areas surrounding the building, nor in the entrance path. With regard to the sidewalks and curbs surrounding the property, residents should abide by the "pooper scooper" law.

In addition, with respect to building cleanliness, maintenance and sanitary considerations, dog owners are not permitted to allow their pets access to the backyard, porch area or, the grassy areas surrounding the building. Also see HR 48b.

48b. Dogs are part of the interview process and must attend the interview. Dogs may only enter and exit the premises via the building basement. The Lexington House does not in principle allow dogs. Dogs are only allowed on a case by case basis provided the standard of the building is not adversely affected.

48c. No pigeons or other birds or animals shall be fed from window sills, terraces, balconies or in the yard, gardens, common areas or street sidewalks adjacent to the building.

48d. Damage to the Corporation caused by a pet is the responsibility of the pet owner.

Also see **House Rule # 54** regarding registered service dogs.

## VIII. STORAGE BINS

- (49) Highly inflammable, noxious or explosive materials shall not be kept in basement storage bins. Contents and arrangement of storage bins must conform to the Fire Department code. Penalties for violation of that code are the shareholder's responsibility. The Corporation is not responsible for loss or damage for items placed in storage bins.
- (50) Storage bins may not be sublet or assigned by Lessees. Storage bins are assigned by the Lessor and may be reassigned. A monthly charge is levied on any Lessee having more than one storage bin.
- (51) The Corporation has the right to inspect the bins once a year. If the bin is over stuffed, the shareholder will be notified to remove items from the bin. The inspection will be done by a staff member and the results reported to the Board.

## IX. OTHER HOUSE RULES AND AMENDMENTS

- (52) In addition to the prohibition of washing machines in House Rule 45, those apartments with existing as of November 1, 2017 permitted to remain. However, washing machines cannot be replaced if removed.

52a. When the apartment is sold, the washing machine must be removed by the selling shareholder prior to closing and must be certified by building management. Closing will be delayed if the washing machine is not removed.

- (53) Short-term rentals through Air BNB and similar services are prohibited in their entirety. There are no exceptions.
- (54) Dogs permitted subject to House Rule 48 must enter and /or exit the building through the basement service door.

54a. Service dogs are exempt from this rule. Service dog owners must submit a copy of their pet's registration to Building management. Service dogs can be registered through this site [US Dog Registry - Service Dog Registration and Supplies](#)

- (55) Air conditioners: With concern for safety House Rules are amended May 31, 2018 that prohibit air conditioner installation in windows that are over terraces and balconies.

55a. Residents who have air conditioners in place prior to the new rule effective date are grandfathered and do not have to remove the current units. However, upon sale of the apartment the new shareholder will be subject to the prohibition.

55b. Apartments 2C, 2D, 2E and 2F are exempt as they have balconies/terraces and are allowed, at their discretion and risk, to install air conditioning units in the door transoms.

- (56) No bicycle, e-bike, scooter, or any other mobility device powered by a lithium ion battery shall be permitted in any common area, apartment, storage area, basement, terrace, balcony, or any other space within the building or any adjoining area. This rule shall not apply to any mobility device used in compliance with the Americans with Disabilities Act ("ADA")

Should any such device be identified within any of the spaces enumerated in this Rule, the Corporation shall demand removal and immediate compliance.

In the event of a violation of this rule, and a fire or other casualty occurs, the Lessee or occupant shall indemnify and hold harmless the Corporation or any damaged parties for any and all losses resulting from such violation.

Furthermore, the Corporation reserves the right to all other enforcement mechanisms, including the Termination of the Proprietary Lease and eviction proceedings.

68-10 Equities, Inc.  
The Lexington Hosue  
68-10 108<sup>th</sup> Street  
Forest Hills, NY 10375

July, 2018

Dear Shareholders/Residents:

68-10 Equities, Inc. is hereby giving notice to all residents and shareholders of the Coop's smoking policy pursuant to New York City's newly enacted Local Law 147/2017 which policy is in accord with the existing NYC 2002 Smoke Free Air Act (the "Act"). This act was implemented due to the fact that the harmful effects of secondhand smoke caused by indoor smoking are simply too great to ignore.

68-10 Equities, Inc. has been, and will continue to be in compliance with the Act and be smoke-free in all enclosed areas except within a shareholder's actual dwelling unit and all common outdoor areas except as below. This means that there will be no carrying or use of a lit tobacco product, including e-cigarettes, hookahs and vaporizers (meaning any electronic device that provides a vapor of liquid nicotine and/or other substances to the user as she or he simulates smoking), in any indoor common spaces including but not limited to, porches, vestibules, laundry rooms, garages/parking lots, playgrounds and as may otherwise be prohibited by law. In addition, smoking shall be forbidden on any terraces within the apartments or within 100 feet of any entrance to the building that make up the cooperative.

- The Coop's smoking policy always has been, and will continue to be, applicable to all shareholder-tenants, subtenants, invitees of tenants, guests and any other person on the premises, maintenance personnel and staff.
- In accordance with Local Law 147, in the event a shareholder shall sublease his/her unit, the shareholder must incorporate this smoking policy into any sublease. Any shareholder selling the shares appurtenant to their unit must incorporate this smoking policy into the contract of sale. The Coop notes that Local Law 147 provides for civil penalties levied by the Board of Health in the event these required disclosures are not complied with; specifically, Local Law 147 provides for civil penalties in the event of any violation as follows: First violation: \$200 to \$400; Second violation, if within 12-months of first violation: \$500 to \$1000; Third or subsequent violation, within 12-month period: \$1000 to \$2000
- The Board will be amending the Coop House Rules to incorporate the Coop's smoking policy set forth above in accordance with local Law 147 and will distribute to all Shareholders a copy of the Amended House Rules as soon as same are available.

Thank you for your cooperation and compliance with the Coop's smoking policy and the Act.

Very truly yours,  
Board of Directors





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# **NEW YORK CITY FIRE DEPARTMENT**

2022-2023 Fire and Emergency Preparedness Bulletin  
For New York City Apartment Buildings

## **APARTMENT BUILDING FIRE SAFETY**

### **E-Bike Fire Safety (Fire Safety Hazards Associated with Powered Mobility Devices)**



There have been over 140 e-bike and other lithium-ion structural fires in New York City in the first 10½ months of 2022 alone. Six persons died and 140 persons were injured in these fires. Apartments have been severely damaged.

**WHAT YOU NEED TO KNOW ABOUT E-BIKE FIRE SAFETY**  
(SEE NEXT PAGE)

E-bikes, scooters, hoverboards and other mobility devices powered by lithium-ion batteries have become popular. Many people store and charge them in their apartments. However, the devices' lithium-ion batteries and chargers present serious fire safety hazards.

**Immediately stop charging your e-bike  
and call 911 if you notice:**

- Fire or Smoke
- Battery overheating
- Change in battery shape or color
- Battery leaking
- Strange battery smell
- Battery making odd noises

**Powered Mobility Device Fire Safety**

BUY only e-bikes or other mobility devices that are CERTIFIED by nationally recognized testing laboratory. Look for symbols such as UL, ETL and CSA.

- WHY? The laboratories test these products to make sure they meet industry standards and are safe to operate under normal circumstances.

USE the original battery, power adapter and power cord supplied with the device, or a manufacturer-recommended and/or a testing laboratory-certified replacement.

- NEVER use unapproved batteries/chargers, even if they are much less expensive.
- WHY? Unapproved batteries or chargers may not be designed to work with an e-bike or e-bike battery.
- RESULT: An unapproved battery may overcharge, overheat and catch on fire.

PLUG the e-bike directly into an electrical wall outlet when charging.

- NEVER charge an e-bike or e-bike battery with an extension cord or power strip.
- WHY? Lithium-ion battery charging requires a lot of electrical current, more than most extension cords and power strips can handle.
- RESULT: The extension cord or power cord can overheat and cause a fire.

CHARGE your e-bike or other device in a safe facility, not in your apartment, if possible. Ask your building or employer if they can provide a safe charging and storage facility.

- WHY? Lithium-ion batteries store a lot of energy and when they overheat they release intense energy. Most apartments are unsprinklered and many furnishings and household items are highly combustible.
- RESULT: A fire in your apartment can be devastating.

MAKE SURE you have a way out of the apartment in the event of fire!

- NEVER charge your e-bike next to the apartment entrance door or any other place where it could prevent your escape.

MONITOR your e-bike or e-bike battery when it is being charged.

- READ the manufacturer's charging and storage instructions and follow them.
- NEVER charge the battery overnight or when you are not in the apartment.
- NEVER charge an e-bike or e-bike battery on or near your bed or couch, or close to drapes, papers or other combustible materials.

## **NOTICE DISCLOSING TENANTS' RIGHTS TO REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES**

### **Reasonable Accommodations**

The New York State Human Rights Law requires housing providers to make reasonable accommodations or modifications to a building or living space to meet the needs of people with disabilities. For example, if you have a physical, mental, or medical impairment, you can ask your housing provider to make the common areas of your building accessible, or to change certain policies to meet your needs.

To request a reasonable accommodation, you should contact your property manager by calling 516-876-4800, or by e-mailing [info@kaled.com](mailto:info@kaled.com). You will need to show your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider.

If you believe that you have been denied a reasonable accommodation for your disability, or that you were denied housing or retaliated against because you requested a reasonable accommodation, you can file a complaint with the New York State Division of Human Rights as described at the end of this notice.

Specifically, if you have a physical, mental, or medical impairment, you can request:

- Permission to change the interior of your housing unit to make it accessible (however, you are required to pay for these modifications, and in the case of a rental your housing provider may require that you restore the unit to its original condition when you move out);
- Changes to your housing provider's rules, policies, practices, or services;
- Changes to common areas of the building so you have an equal opportunity to use the building. The New York State Human Rights Law requires housing providers to pay for reasonable modifications to common use areas.

Examples of reasonable modifications and accommodations that may be requested under the New York State Human Rights Law include:

- If you have a mobility impairment, your housing provider may be required to provide you with a ramp or other reasonable means to permit you to enter and exit the building.
- If your doctor provides documentation that having an animal will assist with your disability, you should be permitted to have the animal in your home despite a "no pet" rule.
- If you need grab bars in your bathroom, you can request permission to install them at your own expense. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done.
- If you have an impairment that requires a parking space close to your unit, you can request your housing provider to provide you with that parking space, or place you at the top of a waiting list if no adjacent spot is available.
- If you have a visual impairment and require printed notices in an alternative format such as large print font, or need notices to be made available to you electronically, you can request that accommodation from your landlord.

#### Required Accessibility Standards

All buildings constructed for use after March 13, 1991, are required to meet the following standards:

- Public and common areas must be readily accessible to and usable by persons with disabilities;
- All doors must be sufficiently wide to allow passage by persons in wheelchairs; and
- All multi-family buildings must contain accessible passageways, fixtures, outlets, thermostats, bathrooms, and kitchens.

If you believe that your building does not meet the required accessibility standards, you can file a complaint with the New York State Division of Human Rights.

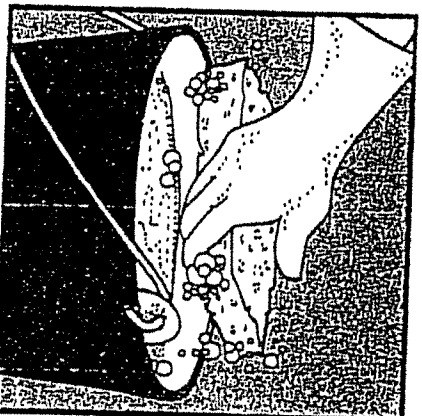
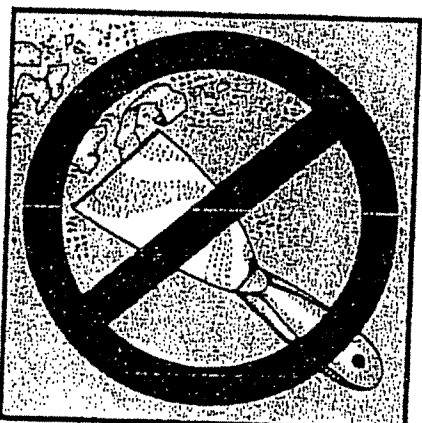
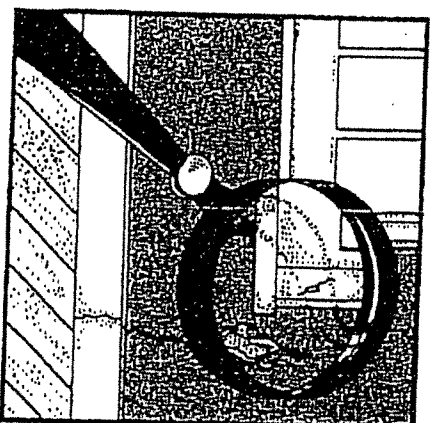
#### How to File a Complaint

A complaint must be filed with the Division within one year of the alleged discriminatory act. You can find more information on your rights, and on the procedures for filing a complaint, by going to [www.dhr.ny.gov](http://www.dhr.ny.gov), or by calling 1-888-392-3644 with questions about your rights. You can obtain a complaint form on the website, or one can be e-mailed or mailed to you. You can also call or e-mail a Division regional office. The regional offices are listed on the website.

## Simple Steps To Protect Your Family From Lead Hazards

### If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.

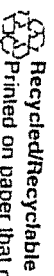


# Protect Your Family From Lead In Your Home



**EPA**  
United States  
Environmental Protection  
Agency

United States Consumer  
Product Safety Commission



Printed on paper that contains at least 20 percent postconsumer fiber.

U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207

EPA747-K-94-001

# Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

**M**any houses and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

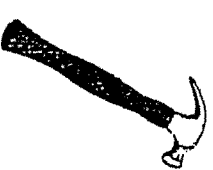
By 1996, federal law will require that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



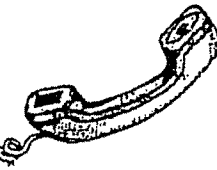
**LANDLORDS** will have to disclose known information on lead-based paint hazards before leases take effect. Leases will include a federal form about lead-based paint.



**SELLERS** will have to disclose known information on lead-based paint hazards before selling a house. Sales contracts will include a federal form about lead-based paint in the building. Buyers will have up to 10 days to check for lead hazards.



**RENOVATORS** will have to give you this pamphlet before starting work.



**IF YOU WANT MORE INFORMATION** on these requirements, call the National Lead Information Clearinghouse at 1-800-424-LEAD.

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## EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

### EPA Regional Offices

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

John F. Kennedy Federal Building  
One Congress Street  
Boston, MA 02203  
(617) 505-3420

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

Building 5  
2890 Woodluridge Avenue  
Edison, NJ 08837-3679  
(908) 321-6671

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

841 Chestnut Building  
Philadelphia, PA 19107  
(215) 597-9800

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

345 Cornland Street, NE  
Atlanta, GA 30365  
(404) 347 4727

## CPSC Regional Offices

### Eastern Regional Center

6 World Trade Center  
Vesey Street, Room 350  
New York, NY 10048  
(212) 466-1612

### Central Regional Center

230 South Dearborn Street  
Room 2914  
Chicago, IL 60604-1601  
(312) 353-8260

### Western Regional Center

600 Harrison Street, Room 245  
San Francisco, CA 94107  
(415) 744-2966

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

77 West Jackson Boulevard  
Chicago, IL 60604-3500  
(312) 886-6003

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

First Interstate Bank Tower  
1445 Ross Avenue, 12th Floor, Suite 1200  
Dallas, TX 75202-2733  
(214) 665-7244

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

726 Minnesota Avenue  
Kansas City, KS 66101  
(913) 551-7020

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

999 18th Street, Suite 500  
Denver, CO 80202-2405  
(303) 293-1603

**Region 9** (Arizona, California, Hawaii, Nevada)

75 Hawthorne Street  
San Francisco, CA 94105  
(415) 744-1124

**Region 10** (Idaho, Oregon, Washington, Alaska)

1200 Sixth Avenue  
Seattle, WA 98101  
(206) 553-1200

## State Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency (listed below) to see if state or local laws apply to you. Most state 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.

State/Region	Phone Number	Missouri	(314) 526-4911
Alabama	(205) 242-5661	Montana	(406) 444-3671
Alaska	(907) 465-5152	Nebraska	(402) 471-2451
Arkansas	(501) 661-2534	Nevada	(702) 687-6615
Arizona	(602) 542-7307	New Hampshire	(603) 271-4507
California	(510) 450-2424	New Jersey	(609) 633-2043
Colorado	(303) 692-3012	New Mexico	(505) 841-8024
Connecticut	(203) 566-5808	New York	(800) 458-1158
Washington, DC	(202) 727-9850	North Carolina	(919) 715-3293
Delaware	(302) 739-4735	North Dakota	(701) 328-5188
Florida	(904) 488-3385	Ohio	(614) 466-1450
Georgia	(404) 657-6514	Oklahoma	(405) 271-5220
Hawaii	(808) 832-5860	Oregon	(503) 248-5240
Idaho	(208) 332-5544	Pennsylvania	(717) 782-2884
Illinois	(800) 545-2200	Rhode Island	(401) 277-3424
Indiana	(317) 382-6662	South Carolina	(803) 935-7945
Iowa	(800) 972-2026	South Dakota	(605) 773-3153
Kansas	(913) 296-0189	Tennessee	(615) 741-5683
Kentucky	(502) 564-2154	Texas	(512) 834-6600
Louisiana	(504) 765-0219	Utah	(801) 536-4000
Massachusetts	(800) 532-9571	Vermont	(802) 863-7231
Maryland	(410) 631-3859	Virginia	(800) 523-4019
Maine	(207) 287-4311	Washington	(206) 753-2556
Michigan	(517) 335-8885	West Virginia	(304) 558-2981
Minnesota	(612) 627-5498	Wisconsin	(608) 266-5885
Mississippi	(601) 960-7463	Wyoming	(307) 777-7391

## IMPORTANT!

### Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

**FACT:** Lead exposure can harm young children and babies even before they are born.

**FACT:** Even children that seem healthy can have high levels of lead in their bodies.

**FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips with lead in them.

**FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.

**FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

## Lead Gets in the Body in Many Ways

**1 out of every 11 children in the United States has dangerous levels of lead in the bloodstream.**

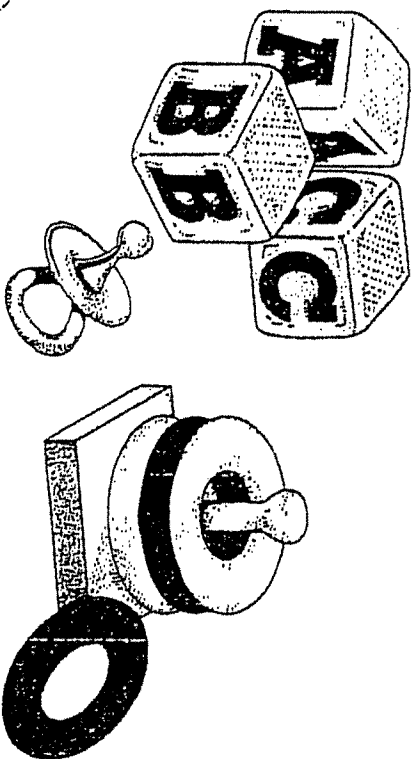
**Even children who appear healthy can have dangerous levels of lead.**

People can get lead in their body if they:

- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).

**Lead is even more dangerous to children than adults because:**

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

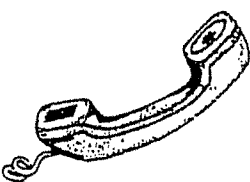


## For More Information

### The National Lead Information Center

Call 1-800-LEAD-FYI to learn how to protect children from lead poisoning.

For other information on lead hazards, call the center's clearinghouse at 1-800-424-LEAD. For the hearing impaired, call, TDD 1-800-526-5456 (FAX: 202-659-1192, Internet: EHC@CAIS.COM).

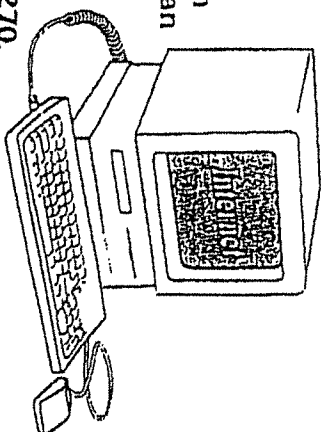


### EPA's Safe Drinking Water Hotline

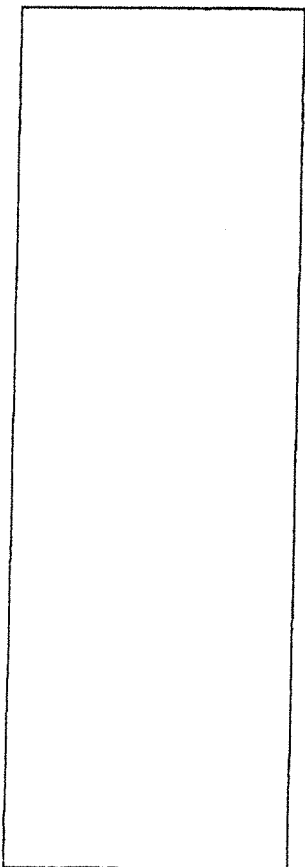
Call 1-800-426-4791 for information about lead in drinking water.

### Consumer Product Safety Commission Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call 1-800-638-2772. (Internet: info@cpsc.gov). For the hearing impaired, call TDD 1-800-638-8270.



### Local Sources of Information





## Checking Your Family for Lead

Get your children tested if you think your home has high levels of lead.

A simple blood test can detect high levels of lead. Blood tests are important for:

- ◆ Children who are 6 months to 1 year old (6 months if you live in an older home with cracking or peeling paint).
- ◆ Family members that you think might have high levels of lead.

If your child is older than 1 year, talk to your doctor about whether your child needs testing.

Your doctor or health center can do blood tests. They are inexpensive and sometimes free. Your doctor will explain what the test results mean. *Treatment can range from changes in your diet to medication or a hospital stay.*

## Where Lead-Based Paint Is Found

In general, the older your home, the more likely it has lead-based paint.

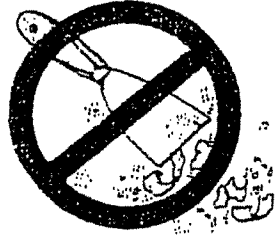
Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ 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.)

## Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

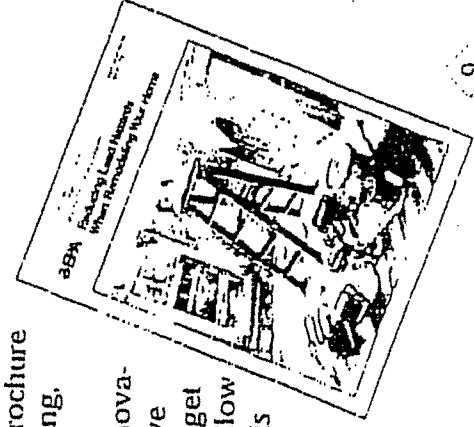
- ◆ Have the area tested for lead-based paint.
- ◆ Do not use a dry scraper, belt-sander, propane torch, or heat gun to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.



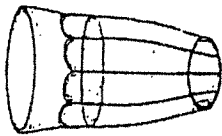
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.

- ◆ Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

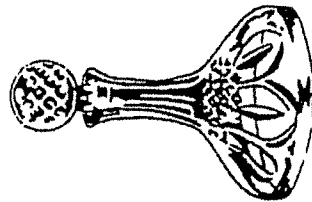
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



## Other Sources of Lead



*While paint, dust, and soil are the most common lead hazards, other lead sources also exist.*



- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - Use only cold water for drinking and cooking.
  - Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your clothes separately from the rest of your family's.
- ◆ **Old painted toys and furniture.**
- ◆ **Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.**
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

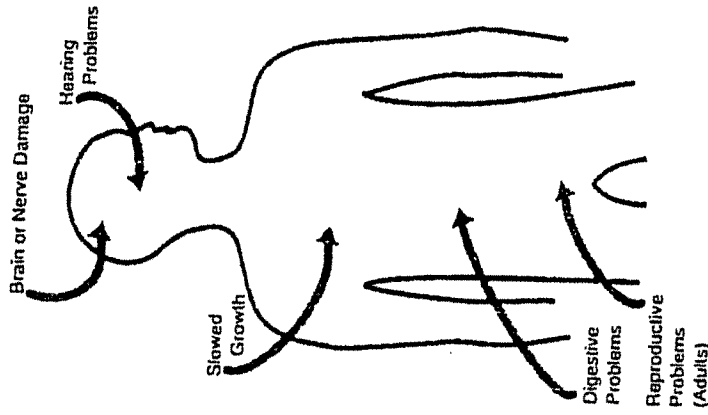
## Lead's Effects

If not detected early, children with high levels of lead in their bodies can suffer from:

- ◆ Damage to the brain and nervous system
- ◆ Behavior and learning problems (such as hyperactivity)
- ◆ Slowed growth
- ◆ Hearing problems
- ◆ Headaches

Lead is also harmful to adults. Adults can suffer from:

- ◆ Difficulties during pregnancy
- ◆ Other reproductive problems (in both men and women)
- ◆ High blood pressure
- ◆ Digestive problems
- ◆ Nerve disorders
- ◆ Memory and concentration problems
- ◆ Muscle and joint pain



*Lead affects the body in many ways.*

## Checking Your Home for Lead Hazards

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home checked for lead hazards in one of two ways, or both:

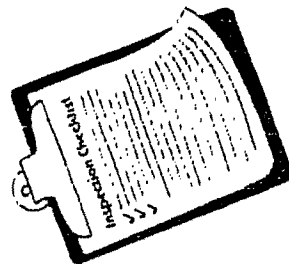
- ◆ A paint inspection tells you the lead content of every painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.
- ◆ A risk assessment tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards.

Have qualified professionals do the work. *The federal government is writing standards for inspectors and risk assessors. Some states might already have standards in place.* Call your state agency for help with locating qualified professionals in your area (see page 12).

Trained professionals use a range of methods when checking your home, including:

- ◆ Visual inspection of paint condition and location.
- ◆ Lab tests of paint samples.
- ◆ Surface dust tests.
- ◆ A portable x-ray fluorescence machine.

Home test kits for lead are available, but recent studies suggest that they are not always accurate. Consumers should not rely on these tests before doing renovations or to assure safety.

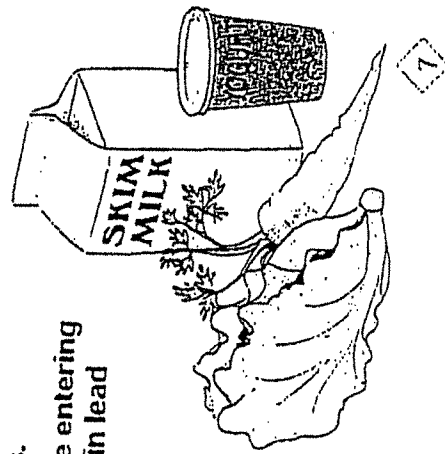
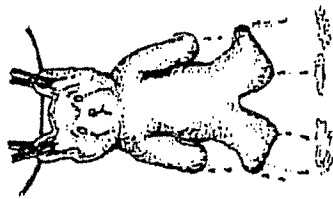
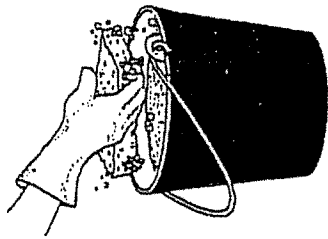


## What You Can Do Now To Protect Your Family

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

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash 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.
- ◆ Clean or remove shoes before entering your home to avoid tracking in lead from soil.

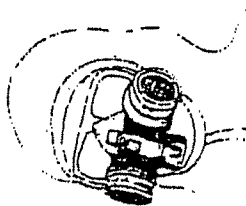
- ◆ Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and low-fat dairy products. Children with good diets absorb less lead.



## How To Significantly Reduce Lead Hazards

**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

*Always use a professional who is trained to remove lead hazards safely.*



In addition to day-to-day cleaning and good nutrition:

- ◆ You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To permanently remove lead hazards, you must hire a 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 enough.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. If possible, hire a certified lead abatement contractor. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Call your state agency (see page 12) for help with locating qualified contractors in your area and to see if financial assistance is available.

## Where Lead Is Likely To Be a Hazard

Lead-based paint that is in good condition is usually not a hazard.

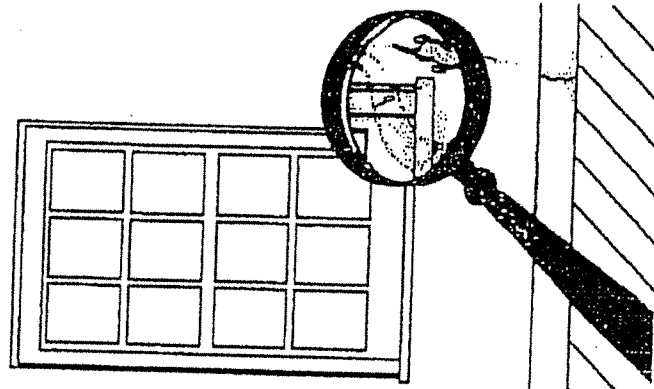
Peeling, chipping, chalking, or cracking lead-based paint is a hazard and needs immediate attention.

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. These areas include:

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, and banisters.
- ◆ Porches and fences.

Lead dust can form when lead-based paint is dry scraped, dry sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when people vacuum, sweep, or walk through it.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. Call your state agency (see page 12) to find out about soil testing for lead.



## 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.

The sending of this notice does not vitiate any prior litigation notices or pleading served upon you, nor does the sending of this notice serve to revive or reinstate any previously terminated tenancy. The word "tenant" as recited in the notice is solely for identification purposes and not a statement of legal status. No admissions or concessions of an owner right or remedy may be construed from the text or sending of this notice.

### NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)

#### UNIT INFORMATION

STREET:
UNIT OR APARTMENT NUMBER:
CITY/TOWN/VILLAGE:
STATE:
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);

☐ 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 licensed 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 subdivision 10 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);

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.)

(PLEASE MARK AND FILL OUT THE APPLICABLE RESPONSE)

\_\_\_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? (PLEASE MARK ALL APPLICABLE REASONS)

\_\_\_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):

\_\_\_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);

\_\_\_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);

I acknowledge receipt of the Good Cause Eviction Law Notice

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Date