

# ***SUBLET APPLICATION:***

***Jackson 34 Realty Corp.***

***82-06 34<sup>th</sup> Ave***

***82-16 34<sup>th</sup> Ave.***

***Jackson Heights, New York***

***11372***

**Contact Information:**

**Ms. Susan Rubin**

**Transfer Agent**

**Kaled Management Corp.,**

**7001 Brush Hollow Road Ste:200**

**Westbury, NY 11590**

**(516) 876-4800 X313 fax 516-780-8331**

**susan@kaled.com**

**11/19**

**Bldg. # 432**

**SUBLET REQUIREMENTS – JACKSON 34 REALTY CORP.**  
**APPLICATION PACKAGE CHECKLIST:**

Jackson 34 Realty Corp.

Kaled Management Corp.  
7001 Brush Hollow Road  
Westbury, NY 11590  
(516) 876-4800 Fax (516) 876-6812

**SUBLET APPLICATION**

Dear Applicant,

In order to process the subletting of your apartment, we require the prospective subtenant to submit the following information:

1. Sub-Lease Application. \_\_\_\_\_
2. Executed Lease Agreement; not to exceed one (1) year. \_\_\_\_\_
3. Reference letter from previous Landlord (explanation if none). \_\_\_\_\_
4. Three (3) letters of reference - one (1) business and two (2) personal, from someone other than family, who has known the prospective subtenant for a minimum of five (5) years. \_\_\_\_\_
5. Prior two (2) years completed and signed tax returns including, IRS form 1040 with all supporting schedules and W-2 forms.  
**(Please remove your social security number)** \_\_\_\_\_
6. Prior two (2) pay stubs from current employer (please ensure base pay and overtime pay are shown separately). \_\_\_\_\_
7. Buyer's Personal Financial Statement listing ALL assets, liabilities and corresponding net worth (sample sheet enclosed). \_\_\_\_\_
8. Supporting Statements for all items listed on the prospective subtenant's Personal Financial Statement (including but not limited to all bank accounts, brokerage accounts, mutual funds, stocks, bonds, notes, loans, mortgages and any other financial instruments not previously mentioned). \_\_\_\_\_
10. Bank balance copies of your latest Bank statements (2) two months. (Just the balance sheet that have name on account and balance) \_\_\_\_\_
11. Criminal/Credit authorization for each purchaser.  
**Only in original copy** \_\_\_\_\_

12. A signed window guard rider, Sprinkler Disclosure, Carbon monoxide and Lead paint \_\_\_\_\_  
acknowledgement, bed bug rider, signed, notarized, and initialed by both parties.
13. Signed Acknowledgement that House Rules have been received and read. \_\_\_\_\_
14. Pet rider signed \_\_\_\_\_
15. Copy of photo ID of everyone over the age of 18  
(e.g. driver's license, student ID card, etc.). \_\_\_\_\_

\*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**

The Board may require additional information

While the Board of Directors will attempt to promptly review all applications, the Corporation, the Board of Directors and its Agents assume no responsibility for expenses or liabilities resulting from any delays in its review.

**Required Fees: (All fees must be made payable by Certified Check or Money Order)**

- \* Enclose check in the amount of **\$600.00 payable to Kaled Management Corp.**, for administration fee. (Applicant)
- \* Enclose check in the amount of **\$150.00 payable to Kaled Management Corp.**, for Credit Check Fee (per person). (Applicant)
- \* A move-in deposit of **\$500.00 payable to Jackson 34 Realty Corp.** this is a refundable fee if all House Rules are adhered to and no damage is done while moving. Shareholder/Subtenant will be billed for any damages or violations of moving rules. \$500.00 fine if moving rules are broken by either Owner or sublease applicant. (Applicant)
- \* Owner to pay move out fee of **\$500.00 payable Jackson 34 Realty Corp.** this is a refundable fee if all House Rules are adhered to and no damage is done while moving. Owner will be billed for any damages or violations of moving rules. \$500.00 fine if moving rules are broken by either Owner or sublease applicant. (Shareholder)
- \* Sublet Fee –Two (2) month maintenance which will be divided over twelve (12) months and billed to the shareholder(s) account.
- \* Submit **Two (2) copies and One (1) original** completed packages to: **Ms. Susan Rubin / Kaled Management, 7001 Brush Hollow Road, Ste: 200 Westbury, NY 11590.**
- \* All proposed sub-tenants are subject to Board interview and approval. Kaled Management Corp. will contact the prospective sub-tenant for interview upon receipt of an acceptable credit check and application.
- \* Any packages not submitted in their entirety will be returned. **You must allow at least three (3) weeks for processing of the application.**

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

- \* Incomplete application packages will be returned to the buyer or broker.
- \* **If instructions are not followed packages will be returned**

### **Instructions to Shareholder**

All shareholders must be current with their financial obligations to the Co-op. No applications will be accepted from shareholders unless this condition is met. You must reside in your apartment for at least 2 years before you are allowed to sublease.

If you are planning to renew your sublease the agreement must be sent to Kaled Management Corp three (3) months prior to expiration

### **Application Handling & Procedures:**

Upon receipt of the completed application and required documents, the management Agent will proceed in obtaining a current credit report for the applicant(s). All completed documents are reviewed and verified by the agent prior to submitting them to the Board of Directors, who at their discretion will arrange for an interview with the applicant if one is needed. The Board upon review decides for an approval or rejection of the application, and notifies Agent accordingly. The Board has no obligation to explain their decision to the Shareholder or Applicant. All submitted documents are not returnable.

### **General Terms:**

The Cooperative Corporation and Managing Agent are not responsible for any physical representations related to the condition and appointments of the apartment. Shareholders and Occupants must obtain their own insurance policy to protect their personal belongings and furnishings. All shareholders and subtenants must adhere to the terms of the proprietary lease of the apartment. All above terms are to be considered as binding terms in any relationship between the shareholders, subtenants and the cooperative corporation.

This sublease cannot be renewed without Board's approval. A \$200.00 fine will be applied if your renewal does not have approval of the board. Your subtenant must always have a current lease, and it is your responsibility to contact the managing agent before it expires.

### **SUBLEASE APPLICATION**

Application is herewith submitted for the sublease and for the right of residency in apartment # \_\_\_\_\_ **Jackson 34 Realty Corp.**

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

**Owner SSN (last 4 digits):** \_\_\_\_\_

**Telephone Numbers - Home:** ( ) \_\_\_\_\_ **Cell:** ( ) \_\_\_\_\_ **Work:** ( ) \_\_\_\_\_

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

**Co-Applicant (if applicable):** \_\_\_\_\_

**Social Security Number ( last 4 digits):** \_\_\_\_\_

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

**Telephone Numbers - Home:** ( ) \_\_\_\_\_ **Cell:(** ( ) \_\_\_\_\_ **Work:** ( ) \_\_\_\_\_

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

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

**Occupation:** \_\_\_\_\_

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

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

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

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

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

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

**List all names of all people that will be occupying apartment:**

**Name:** \_\_\_\_\_ **Relationship:** \_\_\_\_\_ **Age:** \_\_\_\_\_ **Occupation:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I declare that I have examined this application and to the best of my knowledge, it is true, correct and complete. I acknowledge receipt, read and agree to adhere to the House Rules of Jackson 34 Realty Corp. I have read them and adhere to the same.

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

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

## REFERENCES

Landlord  
Name \_\_\_\_\_ Address \_\_\_\_\_

## FINANCIAL

BANK \_\_\_\_\_ Address \_\_\_\_\_

BANK \_\_\_\_\_ Address \_\_\_\_\_

BUSINESS  
NAME \_\_\_\_\_ Company \_\_\_\_\_

Address \_\_\_\_\_

## PERSONAL

Name \_\_\_\_\_ Address \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

Name \_\_\_\_\_ Address \_\_\_\_\_

Names of Residents in building known to applicant \_\_\_\_\_

Information regarding pets to be maintained in the apartment (specify, size, and type)

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In signing this application I(we) certify that all of the foregoing information is complete and accurate statement of the facts.

Applicants Signature \_\_\_\_\_ Date \_\_\_\_\_

Applicants Signature \_\_\_\_\_ Date \_\_\_\_\_



## YEARLY INCOME AND EXPENSE STATEMENT

**Instructions:** If the income tax statement you submit with this application is for the prior calendar year, then complete this form for the current calendar year only.

Applicant's Name \_\_\_\_\_

INCOME		EXPENSES	
Salary (or earned income)	\$	Mortgage Payments	\$
Bonus and Commissions		Real Estate Taxes	
Real Estate Income (Net)		Rent/Co-op/Condo Maintenance	
Share of partnership income (loss)		Loan or Note Payments	
Business Income (Net) Sole Proprietorship		Auto Loan/Lease Payments	
Dividends		Insurance Premiums	
Interest		Tuition Expenses	
Pension (IRA, Keogh)		Charitable Contributions	
Social Security		Medical (unreimbursed)	
Investments (describe)		Alimony, Child Support, maint.	
		Living Expenses (food, clothing, utilities, etc.)	
Other Income (itemize)		Credit Card Payments	
		Investment Expenses	
		Pension (IRA, Keogh)	
		Other Expenses (itemize)	
TOTAL INCOME	\$	TOTAL EXPENSES	\$

List any unsatisfied judgments or legal actions pending against you and the amounts involved \_\_\_\_\_

Have you ever gone through bankruptcy or other insolvency proceedings? \_\_\_\_\_

Date \_\_\_\_\_

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

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

## ASSETS AND LIABILITIES STATEMENT

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

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

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

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

Date \_\_\_\_\_

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

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

**SCHEDULE A - REAL ESTATE OWNED**

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

**SCHEDULE B - NOTES PAYABLE**

Amount	Due to	In Name of	Maturity Date	Collateral	Monthly Payment

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

Amount	Due to	In Name Of	Maturity Date	Monthly Payment

**SCHEDULE D LOANS**

Amount	Type	Due to	Obligor	Final Maturity/or repayment	Collateral

\*including Letters of Credit and Surety Bonds

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

Name of Bank	Account No.	Balance
		\$

		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
<b>Total - Amount must match amount stated under Assets</b>		\$

**SCHEDULE F - SECURITIES (STOCKS AND BONDS)**

Name of Institution	Account No.	Balance
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
<b>Total - Amount must match amount stated under Assets</b>		\$

**SCHEDULE G - RETIREMENT FUNDS - IRAs AND 401Ks**

Name of Institution	Account No.	Balance
		\$
		\$
		\$
		\$
		\$
		\$
		\$
<b>Total - Amount must match amount stated under Securities</b>		\$

# NOTIFICATION OF SHAREHOLDERS MAILING ADDRESS

Effective\_\_\_\_\_ all corrtespondence and maintenance bills for  
Apt.\_\_\_\_\_ in premises \_\_\_\_\_  
are to be sent to the following address:

SHAREHOLDER'S NAME\_\_\_\_\_

SHAREHOLDER'S NAME:\_\_\_\_\_

ADDRESS:\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: (home)\_\_\_\_\_ (work)\_\_\_\_\_

(cell) \_\_\_\_\_

**Jackson 34 Realty Corp.**

"WE UNDERSTAND AND ACKNOWLEDGE THAT JACKSON 34 Realty  
CORP. DOES NOT ALLOW PETS AND AT NO TIME DURING OWNERSHIP AND  
OR SUBLEASE OF THE APARTMENT WILL WE HARBOR ANY DOGS IN THE  
APARTMENT".

By: \_\_\_\_\_

DATE: \_\_\_\_\_

By: \_\_\_\_\_

DATE: \_\_\_\_\_

### 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: \_\_\_\_\_

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

### CREDIT CHECK AUTHORIZATION

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

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

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

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

\_\_\_\_\_

\_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated



Release of Information Authorization

Authorization to obtain Criminal, Credit/Litigation Report

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

I hereby release the individual, company or institution and all individuals connected therewith from all liability for any damage 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: \_\_\_\_\_

**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 _____	

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

\_\_\_\_\_  
SUBTENANT (PRINT)

\_\_\_\_\_  
SUBTENANT(SIGNATURE)

\_\_\_\_\_  
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

**NOTICE TO TENANT  
DISCLOSURE OF BEDBUG INFESTATION HISTORY**

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

Name of tenant(s): \_\_\_\_\_

Subject Premises: \_\_\_\_\_

Apt. #: \_\_\_\_\_

Date of vacancy lease: \_\_\_\_\_

**BEDBUG INFESTATION HISTORY**  
(Only boxes checked apply)

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

Signature of Tenant(s): \_\_\_\_\_ Dated: \_\_\_\_\_

Signature of Owner/Agent: \_\_\_\_\_ Dated: \_\_\_\_\_

## 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  
CARBON MONOXIDE/SMOKE DETECTOR REQUIREMENT  
FOR DWELLINGS

State of New York     )

                              ) SS

County of                )

The undersigned, being duly sworn, depose and say under penalty of perjury that they are the grantor of the real property or of the cooperative corporation owning real property located at:

\_\_\_\_\_ Street Address \_\_\_\_\_ Unit/Apt.

\_\_\_\_\_ New York, \_\_\_\_\_, \_\_\_\_\_ (the "Premises")  
Borough                               Block                               Lot

That the premises is a one or two family dwelling, or a cooperative apartment or condominium unit and installed in the Premises is an approved and operational carbon monoxide detector of such manufacture, design and installation standards as established by the State of New York Fire Prevention and Building Code Council.

The grantor is in compliance with Subdivision 5(a) of Section 378 of the New York State Executive Law. (The signature of at least one grantor is required and must be notarized).

\_\_\_\_\_  
Name of Lessor

\_\_\_\_\_  
Name of Lessee

\_\_\_\_\_  
Signature of Lessor

\_\_\_\_\_  
Signature of Lessee

Sworn to before me  
This \_\_\_\_ date of \_\_\_\_ 20\_\_.

Sworn to before me  
This \_\_\_\_ date of \_\_\_\_ 20\_\_.

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

This Affidavit of Compliance with Carbon Monoxide/Smoke Detector Requirement is for informational purposes.

## JACKSON 34 REALTY CORP. HOUSE RULES

### Introduction

Contained in this distribution are the revised House Rules and policies of the Jackson 34 Realty Corp. These rules, effective upon distribution, are provided for the harmonious enjoyment, comfort, safety, and security of all individuals residing or planning to reside at 82-06/16 34th Avenue, Jackson Heights, NY 11372.

All residents—shareholders, holders of unsold shares, rental tenants, and sublessees—as well as their families, household help, employees of the cooperative, and visitors to the premises are obligated to comply with these rules and policies. Failure to follow them constitutes a violation of the Proprietary Lease and can result in penalties according to the attached fee schedule and actions up to and including the termination of your proprietary lease. Parents or guardians are responsible for their children knowing and abiding by these rules.

These House Rules and attached fee schedule may be amended, revised, or repealed at any time by resolution of the Board of Directors. Any consent or approval given under these House Rules by the Board of Directors shall be revocable at any time.

We are grateful to the J34 House Rules Committee, led by **Annie Balocating** (and supported by Michael De Chillo, Anya Knoblock, Larry Russo, and Gloria Rosario-Wallace) without whose help this revision would not have been possible.

Please direct all questions about the House Rules to the Managing Agent.

Yours,

The J34 Board of Directors

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**JACKSON 34 REALTY CORP.  
HOUSE RULES**

**Employees of the Corporation**

- (1) Jackson 34 Realty Corp. retains three staff members who are guided by policies established by the Board of Directors: the Superintendent, the Managing Agent, and a porter.

The Superintendent is responsible for the maintenance and day-to-day operation of the building and inspection/review of the work of contractors in the building. In case of emergency, such as water or gas leaks, the Superintendent may need to gain access to a Resident's apartment to determine damages and resolve an issue. If work needs to be done in your apartment, please complete a maintenance request form, which can be found in the laundry room by the bulletin board. This will help to ensure that your problem receives a prompt response.

Any private work negotiated with the building staff by residents must be performed after the staff's regular work hours. These agreements are not between the corporation or Board of Directors and residents, but between the employee and the resident. The House Rules regarding repairs and alterations (below) apply to these agreements.

Sebastian Buttafuoco  
Managing Agent  
Kaled Management Corp.  
7001 Brush Hollow Road  
Westbury, NY 11590  
Phone: 516-876-4800  
Fax: 516-780-8328  
Email: sbuttafuoco@kaled.com

J34 Board of Directors  
[jackson34board@gmail.com](mailto:jackson34board@gmail.com)

Emergencies after 5PM or weekends  
1-800-207-0392

Jessica Decelian  
Phone: 516-876-4800

**Building Personnel Contacts**

Orby Valerio, Superintendent  
82-16 34th Ave, #1B  
Cell: (347) 822-2635  
Email: [j34orby@gmail.com](mailto:j34orby@gmail.com)

## Use of Premises

- (2) No open house, group tour, nor exhibition of any unit, its contents, or the gardens shall be conducted, nor shall any auction sale be held in any unit without prior consent of the Board of Directors or the Managing Agent.
- (3) Any gathering in a common area must have the prior written approval of the Board of Directors. The common areas include: lobbies, hallways, vestibules, courts, stairways, fire escapes, basement, laundry room, elevators, back garden, roof deck and front entrance walkways. The definition of a gathering is, "an assembly or meeting, especially a social or festive one or one held for a specific purpose". Therefore if more than 1 person is coming together for a meeting, a party, or other purpose in a common area, prior written approval should be obtained from the Board of Directors before the activity can take place.
- (4) Alcohol is not allowed to be served or consumed in any common area of the building except with the permission of the Board of Directors, or as specified in other sections of the house rules.
- (5) Loitering is not permitted in any of the common areas. Loitering is to wander or stand without purpose.
- (6) Shareholders will be held responsible for the actions of their tenants and/or guests.

Anyone creating a disturbance may be asked to leave the property. Failure to comply will be considered a violation of this House Rules and could result in fees and/or termination of your proprietary lease.

- (7) The feeding of wild animals is not permitted
- (8) For the safety and security of shareholders, security cameras have been installed in some common areas, including the elevators.
- (9) Keys and key fobs (for keyless entry) to the entrance doors are for the sole and exclusive use of legal Residents. Entrance keys should not be given to others. You may loan your key or request an extra key fob for a house cleaner, a childcare provider, a pet sitter, or someone performing other personal service on a regular basis. Upon their leaving your employment, it is your responsibility to see that all keys are returned.
- (10) No one shall play in the common areas.
- (11) As per NYC ordinance, smoking (including e-cigarettes and hookahs) is not permitted in any of the common areas of the building.

## Quiet Enjoyment

- (12) No Lessee shall make or permit any disturbing noises in the building, nor permit anything to be done which will interfere with the rights, comfort or convenience of other lessees.
- No Lessee shall play any musical instrument nor loudly operate an audio system, gaming system, or television loudspeaker system between the hours of 10:00 PM and 8:00AM.
  - Construction, repair work or other installation involving noise is permitted on:
    - o Weekdays (not including legal holidays) between the hours of 8:30AM and 5:00PM.
    - o Saturdays between the hours of 10:00AM and 5:00PM.
  - No construction or repair of any kind is allowed on Sundays.
- (13) The floors of each unit must be covered with area rugs, carpeting, or equally effective noise reducing material to the extent of at least 80 percent of the total floor area of the unit (excepting only kitchen, pantry, bathroom, and closets). If a complaint regarding excessive noise from foot traffic is made against a unit, the unit shareholder must allow an inspection of the apartment by the Managing Agent to confirm that the carpeting rule has been obeyed.

## Additional Rules Regarding Common Areas

Rules contained in other parts of this document that are pertinent to the common areas are incorporated in this section.

### (13) Hallways, Stairwells, and Lobby Areas

The public halls and stairways of the building shall not be obstructed or used for any purpose other than access to/from the units in the building, and any fire escapes shall not be obstructed in any way.

No bicycles, scooters, toys or similar vehicles and baby carriages shall be allowed to stand in the public halls, passageways, areas or courts of the building.

### (14) Laundry Area

Residents may use the available laundry facilities only on such days and such hours as may be designated by the Board of Directors. Presently, the laundry area may be used any day between the hours of 6:00AM and 12:00AM. The last wash should begin no later than 10:30PM.

Residents and/or their employees using the laundry facilities of the building shall keep the facilities neat and clean. Laundry should be removed promptly when the machine has stopped. Please do NOT to clean the lint filters on the dryers. Please contact the Superintendent if you believe the lint filter needs to be cleaned. Neither J34 nor the Managing Agent is responsible for laundry equipment failure, loss of coinage, or damage to clothing.

**(15) Back Garden**

- No active sport (e.g. running, ball throwing) activities are permitted in the garden.
- Persons under the age of 18 years are permitted in the garden ONLY when accompanied by an adult. The accompanying adult is responsible for the safety and well-being of these individuals, and must also ensure that they do not interfere with the rights, comfort, quiet enjoyment or convenience of other residents.
- No bicycles, skates, skateboards, scooters can be ridden at any time in the garden.
- Shareholders are asked to adhere to the plots provided for planting and gardening. If in doubt if a space is in use, please contact the Managing Agent.
- Residents can enjoy the garden at any time. However, all activities should be quiet after sundown.

**(16) Bicycle Room, bicycles and other wheeled objects (e.g., strollers, shopping carts, etc.)**

Residents may store their bicycles or strollers in the Bicycle Rooms. Jackson 34 Realty Corp is not responsible for any loss or damage to items stored in this room.

Resident should take care moving their bicycles or other wheeled objects via the elevator, lobby, exterior doors and other common areas. The penalty for causing damage to the common areas may include fees according to the attached schedule, the cost to repair the damage and/or penalties up to and including the termination of your proprietary lease.

**(17) Roof Deck & Rules Governing the Use of the Roof Deck at 82-06 & 82-16 34th Ave**

- **Primary Means of Access; Prohibited Access**

The primary means of access to and from the Roof Deck will be the 6th floor elevator and stairs leading to the roof deck. Access will be controlled by key fob.

- **Permitted Users; No Exclusive Use**

Use of the Roof Deck is limited to shareholders and their designated group. A group can include spouses, partners, children, caregivers, or other family. All children under the age of 21 must be accompanied by an adult designated in the shareholder's group. Any infractions by a member of this group will be the shareholder's responsibility. Shareholders, residents and group members who do not abide by the House Rules of the Corporation may be denied access to the roof deck.

- In no event shall the number of persons using the Roof Deck at any one time exceed the maximum permitted by law. No subscribing shareholder, or group of subscribing shareholders, shall have exclusive use of the Roof Deck at any time without the prior written approval of the Board of Directors of Jackson 34 Realty Corp.

- **Hours**

The Roof Deck shall be open during daylight hours and until 10 p.m. daily; provided, that on any night when there are fireworks after 10 p.m. the Roof Deck will remain open until 30

minutes after the conclusion of the fireworks.

- **Responsibility of Permitted Users**

- A shareholder's group larger than ten (10) people must obtain permission from the Board of Directors to occupy the roof deck and will be required to pay a deposit and fee to reserve the space.
- Shareholders and members of their group are responsible to ensure that all personal items and trash is removed from the Roof Deck before they leave the area and that the Roof Deck is thoroughly cleaned.
- We aspire to have a fun, respectful, and safe shared space. Be mindful of your neighbors during your time in this shared space. Any offensive behaviors that violate our shared space that may not be included below will be addressed by the Board of Directors.

- **Prohibited Activities**

The following are not allowed at any time on the Roof Deck:

- Barbecuing or cooking of any type;
- Planting flowers, plants, or any flora;
- Glassware (it being understood that plastic, paper or otherwise unbreakable drinking bottles or other vessels shall be used);
- Playing any type of musical instrument;
- Playing any type of music or sound reproduction without the use of earphones or headphones;
- Smoking of any kind;
- Placing any item on the parapet walls, furniture or planters;
- Disorderly, inappropriate or disturbing behavior; or loud and/or disruptive talking;
- Hateful and/or hurtful language verbally or in writing;
- The use of any golf, tennis, badminton, soccer, baseball, weightlifting or other athletic equipment or gear of any kind;
- Ball playing, Frisbee playing, rollerblading, roller skating, skateboarding or use of scooters, bicycles or other conveyances; and
- Use of any controlled or illegal substance or the use (whether or not legal) of marijuana.
- Feeding of wild animals anywhere on the premise

- **Sole Risk**

Access to, and use of, the Roof Deck is at the sole risk and responsibility of each permitted user and any damage, destruction, personal injury or property damage occasioned by a permitted user (or his/her spouse or guests) is the sole liability of such user.

- **Roof Rental**

- Shareholders, upon receiving approval from the Board of Directors, may rent one side of the roof deck at a fee of (\$250) for groups no larger than 20 total participants/guests. Guests cannot be charged an entrance fee of any kind.

- A deposit of \$500 will be required for use of the space. It will be returned upon verification by the Managing Agent or Superintendent that the deck is free of damage after the rental.
- Any children included in the group must include an accompanying adult.
- No tape, glue, flames/fire, coloring agent, or any item that can permanently damage or change the environment can be used in decorating the space.
- If the shareholder and event guests do not follow the norms of the space, they will be asked to leave.

- **Amendments**

These rules may be changed, amended, supplemented or waived at any time or from time to time by the Board of Directors of Jackson 34 Realty Corp.

### **Building Appearance, including Windows and Air Conditioners**

(18) No public hall of the building shall be decorated or furnished by any Lessee or Sub-Lessee in any manner without the prior consent of the Board of Directors. No advertising, open house, rent or sale notices are permitted without the prior consent of the Board. All notices will be posted by the superintendent in an area designated by the Board. No decorations or items will be hung on any of the chandeliers.

(19) Appropriate, minimal door markers for seasonal or religious purposes are allowed using only command style hooks. However, nothing can be hung or shaken from any windows, in hallways, nor on staircases or on any fire escapes, nor shall anything be hung or shaken from the doors and windows, or placed upon the windowsills of the building—excluding air conditioners or pigeon spike strips.

(20) Apartment door maintenance: No stickers or hooks of any kind should be placed on apartment doors. Apartment number signs must be maintained in compliance with the current numbering system.

(21) Window air conditioning units and ventilator fans must be installed in compliance with the New York City code, which stipulates all window-mounted air conditioners must be secured to the building with a bracket and maintained in a safe condition. In addition, there should be no items (e.g., wood, bricks, or flower pots) on any window sill or under any air conditioner.

To protect Jackson 34 Realty Corp, the air conditioning units and proper brackets must be installed and removed by someone who is not an employee of the cooperative. Therefore, the building staff will not be able to install or remove any air conditioning units for you. You are free to install the air conditioner bracket yourself, or use a qualified contractor provided they carry the necessary insurance coverage.

(22) Per New York City Health Code, shareholders/renters can request window guards, even if there are no children living with you. For instance:

- you have friends or family with young children who visit
- you sometimes babysit for children in your apartment
- you have grandchildren visiting
- you have older relatives who might accidentally fall

(23) The Shareholder/Renter shall keep the windows and attached screens of the apartment clean. No refuse and/or excess furnishings shall be visible from the exterior of the windows. In case of refusal or neglect of the Shareholder/Renter after ten (10) days notice in writing from the Board of Directors or the Managing Agent to clean the windows of said apartment, such cleaning may be done at the direction of the Board of Directors who shall have the right, by its authorized agents, to enter the apartment for such purpose and to charge the cost of such cleaning to the Shareholder/Renter.

(24) No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except with prior written approval by the Lessor or the Lessor's Managing Agent.

### **Moving In and Out of the Building**

(25) All moves in or out of the building should be coordinated with the Managing Agent and Super. Moves are permitted only between the hours of 9:00AM and 5:00PM, Monday through Saturday. All moves must be done through the back gates and back doors, and the Managing Agent must be informed of any and all move-in or move-out activity 2 business days prior to the move taking place. Anyone moving in or out of the building must submit a deposit of \$500.00 to the Managing Agent prior to a move. This deposit shall be refunded upon completion of the move and the Managing Agent's confirmation of no damage.

Any repair or replacement expenses due to damage caused by a move-in or move-out (including damage to the elevator interior) will be deducted from the deposit; expenses above the deposit amount will be charged to the shareholder's account. A fee in the amount of \$500.00 will be posted on the Shareholder account for each unauthorized move.

(26) Elevators cannot be held or reserved for moves.

### **Delivery or Disposal of Furniture, Major Household Appliances and Other Heavy Objects**

(27) Deliveries, moves or disposal of large and heavy items (such as furniture, appliances) must be coordinated with the super, and are permitted only between the hours of 9:00AM and 5:00PM, Monday through Saturday. These items must be taken in or out of the building through the back doors only. Delivery of large appliances may require a Certificate of Insurance (COI) prior to delivery.

If a hand truck is used to move any large and heavy items, the shareholder will be responsible for any damage to the interior of the elevator. A fee + the cost to repair the damage, will be charged for any damage to the elevator due to moving large and heavy items. If moving damages light fixtures in the

elevator, lobby, hallway, or any space the shareholder is responsible.

(28) Elevators cannot be held or reserved for moving or delivering large and heavy items.

(29) Time warner, Verizon or other cable, telephone or video service installation must be coordinated with the Superintendent.

### **Pets and Pet Waste**

(30) Dogs, birds, and reptiles are expressly forbidden. Cats and other small animals are allowed with prior written approval of the Board of Directors. Permissions shall be revocable by the Lessor at any time. Dogs shall not be permitted in the building at any time or under any circumstances unless the dog has grandfathered written permission from the Lessor. All pets permitted in the Building must be registered with the Management office. The registration must include a description of the pet and a picture of the pet (digital is acceptable). Please be aware that permission for grandfathered pets is specific to that pet and is not transferable in any way. Pet behavior and noise is the responsibility of the owner. The Board reserves the right to limit the number of pets (of any kind) in any apartment. Pet waste must be disposed of properly. It must not be placed in the Compactor Chute. It must be double wrapped in plastic and brought to the "General Waste" bin in the basement adjacent to recycling bins. Violations of this policy will result in fees and actions up to and including expulsion of your pet and/or revocation of your Proprietary Lease.

### **Disposal of Refuse and Recycling**

(31) Garbage and refuse from the units shall be disposed of only at such times and in such manner as the superintendent or the Lessor's Managing Agent may direct. Residents are responsible for the separation of all recyclable items and are to be held liable for any fees or penalties imposed for any violation of the recycling rules of the City of New York. The following rules shall be observed with respect to the compactor equipment:

- (i) Throwing floor scrapings, oil-soaked rags, empty paint cans or any other flammable, toxic, chemical or highly combustible substances into the compactor chute is unlawful and the offender is subject to a penalty. See the Superintendent for instructions on proper and responsible disposal.
- (ii) All garbage shall be well drained, wrapped in a compact package that will not drip or bust while being transported to and deposited into the compactor hopper panel. It also should be so wrapped that it will not come apart in its descent into the basement equipment.
- (iii) Vacuum cleaner bags should not be emptied directly into the compactor chute; such dirt or powdered waste should be securely wrapped or bagged before disposal.
- (iv) Nothing of an explosive nature should be deposited into the compactor chute.



- (v) Cartons, boxes, wood crates, sticks, boards or other solid matter should be placed in the designated area for pick up. Oversized items (e.g., furniture or appliances) requiring disposal should be coordinated with the Superintendent.
- (vi) If a Lessee notes that a chute is blocked, the Superintendent must be informed immediately. If emergency conditions (e.g., smoke coming from a chute) are observed, please call 911 immediately.

(32) The only items that may be left in the Compactor Rooms are magazines and newspapers. Any other items, including recyclables and pet waste, must be brought to the basement for proper disposal. Anyone who is found to have left any other items than newspapers and magazines in the Compactor Room will incur a fee and may face other penalties up to and including termination of their proprietary lease.

### **Extermination**

(33) The agents of the Lessor, and any contractor or workman authorized by the Lessor may enter any unit at any reasonable hour of the day for the purpose of inspecting such unit to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. If the Lessor takes measures to control or exterminate vermin, insects or other pests, the costs thereof shall be charged to the lessee.

(34) Shareholders are encouraged to take advantage of the pest extermination service, which is offered on the third Saturday of each month. This is a free service to shareholders, and you may sign up where designated the week before the scheduled exterminator's visit. Shareholders who would like more information about the materials used during services are encouraged to reach out to the exterminators directly.

### **Repairs or Alteration of Apartments**

(35) Any and all renovations, repairs or painting of individual apartments must have the prior consent of the Board. Shareholders must submit a written request at least 30 days prior to the planned commencement of the renovation to the Managing Agent's office and await the Agent's instructions. The majority of cases require that an alteration agreement be completed. No individual contractor is permitted in the building without evidence of insurance by providing an insurance certificate that designates the Cooperative Corporation and its Managing Agent as additional insured parties. Violations of this policy will result in fees, the cost of repairing any damage that results from the unauthorized repair or alteration, and actions up to and including the revocation of your Proprietary Lease.

### **Carbon Monoxide Detectors**

(36) The shareholder shall install in the apartment an approved and operational carbon monoxide detector of such manufacture, design and installation standards as established by the State of New York Fire Prevention and Building Code Council.

### **Fire Safety Notices**

(37) The building's fire escapes are for the express purpose of escape from the building in a fire emergency when the main exit to your apartment is impassable. No person is permitted on the fire escape for any other reason and any infractions shall warrant a fine and/or penalties up to and including the termination of your proprietary lease.

### **Subleasing and Short-term Rentals**

(38) The Lessor's managing and transfer agent must be notified of any person or persons staying in the Lessor's apartment for an extended stay of more than two weeks. The Board and/or Transfer Agent may require the submission of documents to verify the identity of the unit's occupants.

- (i) For any stays beyond the two week limit, sublet fees will be charged in accordance with sublease regulations. These restrictions apply whether or not the Lessor is present in the apartment at the same time as the visitor.
- (ii) All sublets are subject to approval by the Board.
- (iii) Shareholder may not sublet the apartment in their first two years of ownership.
- (iv) All requests for permission to sublet must be submitted to the Transfer Agent along with the applicable non-refundable application and administration fees payable to the Transfer Agent.
- (v) Subtenants are subject to all House Rules.
- (vi) If the Board approves a sub-tenancy, the shareholder remains directly liable to the Co-Op for all maintenance and other applicable fees (such as assessments, abatement recapture and so forth).
- (vii) The intended sub-tenant is subject to approval by the Board following interview by the Board or an appropriate committee of the Board.
- (viii) Sublet agreements need to be renewed yearly and the Board retains the right to re-interview the sub-tenant and may, in its direction, terminate the sub-tenancy with or without an interview.

- (ix) Shareholders may not sublet the apartment for any period of time without an active lease, including using services like Airbnb or the like, to rent out their property.

(39) Photo ID requirement

For the security and safety of all shareholders and residents, all shareholders and occupants of each apartment must provide the property manager with a photo ID. This can be submitted either by email, regular mail, or in a sealed envelope to the Superintendent.

- (40) The rules are absolute and are an integral part of any proprietary lease or Sublease agreement and must be signed and approved by all parties involved.

(41) Any consent or approval given under these House Rules by the Lessor, Board of Directors, Managing, or Transfer Agent shall be revocable at any time. No amendments or modifications, under any circumstance, are allowed by any person, Board Member, Transfer Agent or employee without the written consent of a majority of the Board of Directors. Repeated breach of House Rules may result in revocation of the Lessor's Proprietary Lease.

For any questions or concerns regarding sales sublets comps and appraisals should be directed to:

**Susan Rubin**

Transfer Agent

Kaled Management Corp.

7001 Brush Hollow Road Ste:200

Westbury, NY 11590

**Miscellaneous**

(42) No radio or television aerial including satellite receivers of any kind shall be attached to or hung from the exterior or the roof of the building without the prior written approval of the Lessor or the Lessor's Managing Agent.

(43) The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.

(44) All shower stalls and bathtubs must have a shower curtain installed and secured by a shower rod or a stationary enclosure (shower door). If a window is adjacent to a bathtub or shower stall a window curtain or opaque glass must be installed as well. The Board of Directors and management reserve their right to inspect any apartment upon written notice for a suspected violation of these rules.

(45) Absolutely no washing machines or dryers of any kind are to be installed or kept in any part of any apartment.

(46) Complaints regarding the service of the building shall be made in writing, via mail or email, to the Lessor's Managing Agent: sbuttafuoco@Kaled.com

### **Insurance**

(47) All shareholders must carry liability insurance on each unit. The minimum coverage shall not be less than \$300,000.00.

### **Building Violations & Schedule of Fees**

The following is a limited list of standard fees for certain activities, and fees for violations of the Proprietary Lease and/or the House Rules. The fees are not in lieu of the rights and remedies that the Cooperative may have pursuant to the provisions of the Proprietary Lease and House Rules, but they are in addition thereto.

The schedule of fees may be amended or repealed at any time by the Board of Directors.

1	<b>Move-in/move-out/roof deck security deposit.</b> <ul style="list-style-type: none"><li>• See House Rules #17 &amp; 25.</li><li>• The security deposit is refundable after the move or use of the roof deck, provided the Managing Agent verifies that no damage has been sustained by the cooperative following the move or use of the roof deck.</li><li>• Fees will be assessed for damages, if applicable.</li></ul>	\$ 500
2	<b>Move-in/move-out and/or moving/delivery of large/heavy items.</b> <ul style="list-style-type: none"><li>• For violation of House Rules #25 &amp; 27.</li><li>• In addition to the fine, the penalty may include the cost to repair damage related to the violation and actions up to and including the termination of your proprietary lease.</li></ul>	\$500
3	<b>Repairs or alteration of apartments without prior written approval of the Board of Directors in violation of proprietary lease.</b> <ul style="list-style-type: none"><li>• For violation of House Rule # 35.</li><li>• In addition to the fine, the penalty may include the cost to repair damage related to the violation and actions up to and including the termination of your proprietary lease.</li></ul>	Upto \$5,000
4	<b>Unauthorized sublets.</b> <ul style="list-style-type: none"><li>• For violation of House Rule #38.</li><li>• Please refer to the Sublet Application for full details concerning sublet procedures.</li></ul>	Upto \$5,000
5	<b>Washing machines.</b> <ul style="list-style-type: none"><li>• For violation of House Rule #45.</li><li>• In addition to the fine, the penalty may include the cost to repair damage related to the violation and actions up to and including the termination of your proprietary lease.</li></ul>	\$500

6	<b>The feeding of wild animals</b> <ul style="list-style-type: none"> <li>For violation of House Rule #7</li> </ul>	\$500
7	<b>All Other House Rules</b> <ul style="list-style-type: none"> <li>First infraction: \$100</li> <li>Second infraction: \$250</li> <li>All subsequent infractions: \$500</li> <li>In addition to the fine, the penalty may include the cost to repair damage related to the violation and actions up to and including the termination of your proprietary lease.</li> </ul>	

Signature(s) of this page indicates that I (we) have read and understand the House Rules and accompanying Building Violations & Schedule of Fees document.

\_\_\_\_\_  
Sign Name (1<sup>st</sup> Resident)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Sign Name (2<sup>nd</sup> Resident)

\_\_\_\_\_  
Date

**STANDARD FORM OF COOPERATIVE APARTMENT SUBLEASE**

THE REAL ESTATE BOARD OF NEW YORK, INC.

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**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 \_\_\_\_\_ month \_\_\_\_\_ day \_\_\_\_\_ year between  
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 not carry out all your agreements in this Sublease, Owner may keep all or part of your security deposit which has not yet been paid to You necessary to pay Owner for any losses incurred, including missed payments.

If Owner sells the Apartment, Owner will turn over your security either to You or to the person buying the Apartment within 5 days after the sale. Owner will then notify You, by registered or certified mail, of the name and address of the person to whom it

**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.

D. APPLIANCES. Appliances supplied by Owner in the Apartment are for your use. They are in good working order on the date hereof and will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of your negligence or misuse, You will pay Owner for the cost of such repair or replacement as additional rent.

E. FACILITIES. If the Apartment Corporation permits Owner to use any storeroom, storage bin, laundry or any other facility

### 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 damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another subtenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

### 19. ADDITIONAL OWNER REMEDIES



- ing the Apartment or the Building when 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 replacements of these leases or mortgages. If certain provisions of any of these leases or mortgages come into effect, the holder of any such lease or mortgage can end this Sublease. If this happens, You agree that You have no claim against Owner or such Sublease or mortgage holder. If Owner requests, You will sign promptly an acknowledgment of the "subordination" in the form that Owner or the Apartment Corporation requires.

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 the Apartment until the consent of the Apartment Corporation is obtained to this Sublease. If consent of the Apartment Corporation has not been obtained by the date specified in Article 2 as the beginning date of this Sublease, You shall have no obligation to pay rent until such consent has been obtained. All rent prepaid for the period You are unable to occupy the Apartment because of the lack of the

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:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Owner's Signature (L.S.)

\_\_\_\_\_  
Sublessee's Signature (L.S.)

\_\_\_\_\_  
Sublessee's Signature (L.S.)

**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 notices when Sublessee is not paying rent or not observing and complying with all of the provisions of the attached Sublease. Guarantor agrees to be equally liable with Sublessee so that Owner may sue Guarantor directly without first suing Sublessee. The Guarantor further agrees that this guaranty shall remain in full effect even if the Sublease is renewed changed or extended in any way and even if Owner has to make a claim against Guarantor. Owner and

Jackson 34 Realty Corp.

82-06 34<sup>th</sup> Avenue

82-16 34<sup>th</sup> Avenue

Jackson Heights, NY 11372

July, 2018

Dear Shareholders/Residents:

Jackson 34 Realty Corp. is hereby giving notice to all residents and shareholders of the Co-Op'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.

Jackson 34 Realty Corp. 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 he or she 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 Co-Op'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 including contractors, 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 Co-Op 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 Co-Op's House Rules to incorporate the Co-Op'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 anticipated cooperation and compliance with the Co-Op's Local Law 147 smoking policy and NYC 2002 Smoke Free Air 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.