# SUBLET APPLICATION LAFAYETTE OWNERS CORP.

# 69-40 Yellowstone Boulevard Forest Hills, NY 11375

#### Contact Information:

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

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

Bldg. # 490

5/2024

- \* Submit completed packages to: Ms. Susan Rubin c/o Kaled Management Corp., 7001
  Brush Hollow Road, Ste: 200 Westbury, NY 11590. Please allow approximately three (3) weeks for the processing of the application and Board review.
- \* All prospective subtenants and everyone living in the apartment are subject to application review and Board interview and approval. Kaled Management Corp. will contact the prospective subtenants for interview upon receipt of an acceptable credit check and application review. Should a prospective subtenant wish to have an interpreter present at board interview, the Board welcomes such additional individual.
- \* Prospective subtenants be sure to review the house rules.
- \*Please submit ONE (1) ORIGINAL One (1) copy (complete packages)
- \* Remove your social security numbers from all documents except credit check authorization.
- \* Remove your birthdate from all documents except on the original credit check only put in original package
- \* Remove all bank and credit card numbers from all documents

# If instructions or incomplete applications are not followed packages will be returned to subtenant or broker.

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.

#### **APPLICATION PACKAGE CHECKLIST:**

#### One-year leases.

Maximum two years within any five-year period left vacant or shareholder must occupy for period of three years.

Lessee may only sublet for two (2) one-year terms.

Each one-year sublease shall be subject to the Director's approval **No dogs are permitted** 

The following items must be included with the application: 1. Application including financial schedules Copy of W-2 forms and federal and state income tax forms (first 2 pages only) 2. for prior two (2) years. (Please remove social security # and birthdate) 3. Letter from landlord or managing agent stating you monthly rent or maintenance, length of tenancy & amount of rent paid. (Previous landlord if living at current resident less than one year) If applicant is selling a residence, please provide copy of pending sale or copy of closing statement. 4. Letter of employment from the Human Resources Manager or Personnel Director, stating length of employment, title, & salary. (Salary must be disclosed). Two (2) most recent pay stub from latest payroll check. If employed less than one year please attach letter from previous employer. If applicant is retired, copies of pension or social security award letters. If applicant is self-employed, a letter from accountant stating annual income and net worth. Please attach latest balance sheet & profit & loss statement. 5. (2) two letter of personal reference letters. (non-related parties). 6.. (3) three months most recent bank statement. (Remove account numbers) 7. Credit Check Authorization for each purchaser. 8. Lead Paint rider, Carbon Monoxide/Smoke Detector rider.

Sprinkler disclosure lease rider, and Window Guards rider,

Primary resident sheet. Notarize signatures by both seller(s) and purchaser(s) where needed.

9.	Signed receipt for House Rules	
10.	Subtenant must have evidence of rental insurance with application	

\* The board of directors may require additional information

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

- \* Enclose a check in the amount of \$600.00 payable to Kaled Management Corp., for administration fee. (subtenant)
- \* Credit check fee of \$200.00 per person payable to Kaled Management Corp. (subtenant)
- \* Move in deposit of \$500.00 payable to Lafayette Owners Corp. refundable, if there are no damages during the move in and the house rules were not violated. (subtenant)

#### Fees to be paid by shareholder

- \* 20% of the monthly maintenance billed. (shareholder)
- \* Move out deposit of \$500.00 payable to Lafayatte Owners Corp. is refundable, if there are no damages during the move out and the house rules were not violated.(shareholder)
- \*Renewal lease fee \$200.00 payable to Kaled Management Corp.

### **Sublet Application**

Application is herewith submitted for the subleased for the right of residency i	n apartment #
Shareholder(s) Name(s):	
1 Applicant's Name	
1. Applicant'sName:	
2. Social Security(last 4 digits):	The state of the s
3. Home Address:	
3. Home Telephone #:Cell#	The state of the s
4. Email:	
5: Applicant Employee	
Present Employer:	in mining a side.
Business Address:	-
Telephone Number:	Port State S
Current salary:	
Length of Employment:	
Persons to contact for reference:	Telephone:
6. Co- Applicant Name:	
7. Social Security # (last 4 digits)	
8. Co-Applicant Home Address:	
9. Co-Applicant Home Telephone Number:Cell#	
10. Email:	
11. Co-Applicant Employee:	
Present Employer:	

Business Address:	
Telephone Number:	
Current salary:	
Length of Employment:	
Persons to contact for reference	:Telephone:
2. Estimated Annual Income from employm	ent(s):
Applicant: \$	
Co-Applicant: \$	
From all other sources: \$	
Total: \$	
3. If Self-Employed please indicate the follow	wing for reference:
Name of Accountant:	
Address:	
Phone number:	***************************************
Income:	
Annual Salary:	Fees/Commissions:
Interest:	Dividends:
Other:	
Please list name and relationship of each p apartment:	
ame Rela	tionship

15. Will you live in the apartment as	your primary residence?				
16. Do you intend to use the apartment to any extent for professional or business purposes?					
17. References: List two references					
1. Name					
18. Present Landlord:					
Name					
	to				
19. Previous Landlord (if at present re	sidence less than five years):				
Name					
Address					
	to				
Rent:					

20. If you know any persons presently residing at Lafayette Owners Corp?

1. Address of all additional residences o	owned or leased:
Address:	
Cell phone Number:	Email:
3. Financial (Applicant/Co-Applicant)  Bank (Personal Account)	
Address:	
Type of account:	
Bank Address:	
Type of account:	
4. If you intend to finance part of the pur amount of loan and monthly payment.	rchase price with a loan, please state lender,
5. Are you party to any litigation? If so, p	please state the circumstances.

26. Have you ever been involved in a non-payment proceeding. If so, state the circumstances.

27. Are there any tax liens outstanding against you? If so, please state the circumstances.					
28. Are there any other liens outstanding against you? If	f so, please state the circumstances.				
I declare that I have examined this application and to the becomplete. I acknowledge receipt, read, and agree to adhere Corp.					
Signature of Applicant:	Date:				
Signature of Co-Applicant:	Date:				

### ASSETS AND LIABILITIES STATEMENT

Applicant's Name			
Statement of Financial Condition as of the		day of,	20
<u>Please Note:</u> Supporting documentation for all assets an entered.	d liabilities is	to be attached to this statement. Please use the word "none" where	e no amount is to be
ASSETS		LIABILITIES	
Cash in bank (attach bank statements)	\$	Notes Payable	\$
Down payment on contract (if paid)		Mortgages payable	
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	
Real Estate Owned		Outstanding Credit Card Balances	
Vested Interest in Retirement Fund (include IRAs and 401Ks)		Student Loans	
Automobile (make and year)		Other Liabilities (itemize)	
Loans and Notes Receivable			
Personal Property and Furniture			
Other Assets (itemize)			
TOTAL ASSETS	\$	TOTAL LIABILITIES	\$
		10 III BIII BIBITIES	<b>₽</b>
		NET WORTH (excess of assets over liabilities)	\$
Contingent Liabilities (personal guarantees or openial liabilities	\$		
The foregoing statements and details pertaining there eclares and certifies that same is a full and correct e	eto, both prir exhibit of my	nted and written, have been carefully read and the undersign vour financial condition.	ed hereby solemnly
		Signature of Applicant	
		Signature of Applicant	

YEARLY	INCOME	AND	<b>EXPENSE</b>	<b>STATEMENT</b>
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<u>Instructions:</u> If the income tax statement you submit with this application is for the <u>prior calendar year</u>, then complete this form for the current calendar year only. <u>If you have not submitted</u> a filed income tax statement for the prior calendar year, please complete two forms; one for the preceding year and one for the current year.

Applicant's Name			
INCOME		EXPENSES	
Salary (or earned income)	\$	Mortgage Payments	\$
Bonus and Commissions	-   <del>"</del>	Real Estate Taxes	+2
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(Student Loans)	
Pension (IRA, Keogh)		Charitable Contributions	<del></del>
Social Security		Medical (unreimbursed)	
Investments (describe)		······································	<del></del>
		Alimony, Child Support,	-
		Living Evnenges (food plothing williams)	
Other Income (itemize)		Living Expenses (food, clothing, utilities, etc.)  Credit Card Payments	-
		Investment Expenses	-
		Pension (IRA, Keogh)	
		Other Expenses (itemize)	
	_	Other Expenses (Itemize)	ļ
	_		<del> </del>
			<del> </del>
TOTAL INCOME	\$	TOTAL EXPENSES	<u> </u>
	ΙΦ	TOTAL EXPENSES	\$
List any unsatisfied judgments or legal actions pending agains	t you and	the amounts involved	
Have you ever gone through bankruptcy or other insolvency pr	roceeding	s?	
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 and student loans here)

Amount	Due to	In Name Of	Maturity Date	Monthly Payment
Amount				
7 HIOUIT				
			***************************************	

1	<u> </u>				
SCHEDULE D					
Amount	Туре	Due to	Obligor	Final Maturity/or repayment	Collateral
*Including Latters of	Conditional Control				
*Including Letters of (	credit and Surety B	sonds			
<u>SCHEDULE E - S</u> Name of Bank	CHEDULE OF	CASH IN B	ANKS - INCLUDE ( Account No.	CD'S AND MONEY N	MARKET ACCTS
			Account No.	Balance	
				\$	
				\$	
				\$	
				\$	
				\$	
-				\$	
				\$	
				\$	
				\$	
				\$	
otal - Amount must m	atah amayat atatad	J			
otal - Amount must m	aten amount stated	under Assets		\$	
SCHEDULE F - SE	CHRITIES (ST	OCKE YYD	DONDG)		
lame of Institution	CORTIES (SI	OCKS AND	Account No.	Balance	
				\$	
				\$	
				\$	
				\$	
				\$	
				\$	

		\$	
		\$	
Total - Amount must match amount stated under Assets		\$	

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

Name of Institution	Account No.	Balance	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
		\$	
Total - Amount must match amount stated under Securities			$\neg \neg$
Securities		\$	

Re: Sublet 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. credit agencies, banks, lending institutions and persons to release information they may have about n from any liability and responsibility doing so. This authorization, in original or copy form, shall be v future reports that may be requested. Further information may be available upon written request w period.	ne and release them
Signature Dated	Management of the Control of the Con

#### 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 all information that the 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: Zii	o Code:

### Applicants' Release

Re: Building Address:
Apartment #
The undersigned applicant(s) is (are) applying 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:

# 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 ten	ant(s):			
Lease Premi	ses Address:			
Apartment N	lumber:		(the	"Leased
Date of Leas	e:			Premises")
CHECK ONE:				
1. [ ] Th	ere is <u>NO</u> Maintained	and Operative Sprink	ler System in th	ne Leased Premises.
A.	ere is a Maintained a The last date on wh	nd Operative Sprinkle nich the Sprinkler Syst 	r System in the em was maintai	Leased Premises. ned and inspected was
water to be o	vith generally accepto lischarged over the fi	of piping and appurtered standards so that he re area to extinguish le 6-C, Section 155-a	eat from a fire vit or prevent its	will automatically cause
I, the Tenant existence or i informed dec	non-existence of a Sp	rinkler System is beir	ia provided to m	that this notice, as to the ne to help me make an ork State Real Property
Shareholder:	Name:			
	Signature:		Date	
Subtenant:	Name:			
	Signature		Date	****

#### Lafayette Owners Corp.

#### Dear Shareholders/Residents:

Lafayette Owners 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.

Lafayette Owners 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

# **MEMO**

Re:	Contact Informatio	on
House Rule in an emerg	s require each shareholder/S ency or for any other reason	subtenant to provide contact information for use when management needs to contact a resident.
Thank you i	in advance for your anticipat	ted cooperation.
Name(s):		
Apt. Number:		Email:
Home #	MATERIA CONTROL SPACE STRANGE	Cell #
Emergency Co	ntact-Name and #	

# AFFIDAVIT OF COMPLIANCE WITH CARBON MONOXIDE/SMOKE DETECTOR REQUIREMENT FOR DWELLINGS

State of New York	)		
	) SS		
County of	)		
The undersig grantor of the real pr	ned, being duly sworn, deportory or of the cooperative of	se and say under pena corporation owning rea	Ity of perjury that they are the property located at:
Street Addres	SS	Unit/A	Apt.
Borough	New York, Blo	,(the "Pre	mises")
and installed in the P	a one- or two-family dwelling remises is an approved and and installation standards as ing Code Council.	operational carbon mo	noxide detector of such
The grantor is Executive Law. (The	s in compliance with Subdivis signature of at least one gra	ion 5(a) of Section 378 ntor is required and mu	of the New York State ust be notarized).
Name of Shareholder	-	Name of Subtenant	TOTAL MINISTER AND AN ARTHUR AND AN ARTHUR AND ARTHUR A
Signature of Shareho	lder	Signature of Subten	ant
Sworn to before me Thisdate of	20	Sworn to before me Thisdate 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.

#### 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 <u>ask</u> 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
   YEARS OF AGE OR YOUNGER

SUBTENAN	T (PRINT)	
SUBTENAN	T(SIGNATURE)	
SUBTENAN	T (PRINT)	Persona.
SUBTENAN	T(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

### Lafayette Owners Corp.

We understand and acknowledge that Lafayette Owners Corp. does not allow washer & dryers at no time during ownership and or sublease of the apartment

If there is a washer and dryer in the apartment it must be removed before a closing date is scheduled. You must contact the property manager Jodee Sarisky to inspect your apartment prior to closing. 516-876-4800 x 342

Shareholder:	Apart#	Date:	
Shareholder:	Apart#	Date:	
Subtenant:		Date:	
Subtenant:		Date:	
State: New York County:			
Sworn to before me this day of 20			
Notary:			

# SUBLEASE AGREEMENT ONEYEAR ONLY

The parties agree as follows:

Date of this Sublease: 19 Parties to this Overtenant: Sublease: Address for notices: You, the Undertenant: Address for notices: If there are more than one Overtenant or Undertenant, the words "Overtenant" and "Undertenant" used in this Sublease includes them. Information from Landlord: Over-Lease: Address for notices: Overtenant: Address for notices: Date of Over-Lease: 19 Term: from: 19 to: 19 A copy of the Over-Lease is attached as an important part of the Sublease. Term: months: Beginning: 19 ending: Premises rented: Use of premises: 3. The premises may be used for only. Rent: 4. The yearly rent is \$ . You, the Undertenant, will pay this yearly rent to the Overtenant in twelve equal monthly payments of \$ . Payments shall be paid in advance on the first day of each month during the Term. Security: 5. The security for the Undertenant's performance is S . Overtenant states that Overtenant has received it. Overtenant shall hold the security in accordance with Paragraph of the Over-Lease. 6. Overtenant sublets the premises to you, the Undertenant, for the Term. Overtenant states that it has the Agreement to lease and pay rent: authority to do so. You, the Undertenant, agree to pay the Rent and other charges as required in the Sublease. You, the Undertenant, agree to do everything required of you in the Sublease. 7. All notices in the Sublease shall be sent by certified mail, "return receipt requested". Notices: 8. The Sublease is subject to the Over-Lease. It is also subject to any agreement to which the Over-Lease is Subject to: subject. You, the Undertenant, state that you have read and initialed the Over-Lease and will not violate it in any way. 9. The Over-Lease describes the Landlord's duties. The Overtenant is not obligated to perform the Land-Overtenant's duties: lord's duties. If the Landlord fails to perform, you, the Undertenant, must send the Overtenant a notice. Upon receipt of the notice, the Overtenant shall then promptly notify the Landlord and demand that the Over-Lease agreements be carried out. The Overtenant shall continue the demands until the Landlord 10. If the Landlord's consent to the Sublease is required, this consent must be received within Consent: from the date of this Sublease. If the Landlord's consent is not received within this time, the Sublease will be void. In such event all parties are automatically released and all payments shall be refunded to you, the Undertenant. 11. The provisions of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease applying Adopting the Over-Lease and to the Overtenant are binding on you, the Undertenant, except these: exceptions: a) These numbered paragraphs of the Over-Lease shall not apply: b) These numbered paragraphs of the Over-Lease are changed as follows:

No authority:	12.	You, the Undertenant, have no authority to contact premises or the Over-Lesse. You, the Undertenant, only to the Overtenant.	ct or make any agreement with the Landlord about in ay not pay rent or other charges to the Landlord, I
Successors:	13.	Unless otherwise stated, the Sublesse is binding of the place of the Overtenant or you, the Undertene tative such as an executor of your will or administ	on all parties who lawfully succeed to the rights or to int. Examples are an assign, heir, or a legal repres rator of your estate.
Changes:	14.	This sublense can be changed only by an agreeme	int in writing signed by the parties to the Sublesse.
Signatures:		·	OVERTENANT:
			You, the UNDERTENANT:
	Wit	ness:	

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

Date of Guaranty:	19		
Guarantor and address:			
Reason for Guaranty:	1. I know that the Overtenant would not rent the premises to the Undertenant unless I guarantee Undertenant's performance. I have also requested the Overtenant to enter into the Sublesse with the Undertenant I have a substantial interest in making sure that the Overtenant rents the premises to the Undertenant.		
Guaranty:	2. The following is my Guaranty:  I guaranty the full performance of the Sublease by the Undertenant. This Guaranty is absolute and with out any condition. It includes, but is not limited to, the payment of rent and other money charges.		
	In addition, I agree to these other terms:		
Changes in Sublease have no effect:	3. This Guaranty will not be affected by any change in the Sublease, whatsoever. This includes, but is no limited to, any extention of time or renewals. The Guaranty will be binding even if I am not a party t these changes.		
Waiver of notice:	4. I do not have to be informed about any failure of performance by Undertenant. I waive notice of nor payment or nonperformance.		
Performance:	<ol> <li>If the Undertenant fails to perform under the Sublease, the Overtenant may require me to perform with out first demanding that the Undertenant perform.</li> </ol>		
Waiver of jury trial:	6. I give up my right to trial by jury in any claim related to the Sublease or this Guaranty.		
Changes:	7. This Guaranty of payment and performance can be changed only by written agreement eigned by a parties to the Sublence and Guaranty.		
Signatures:	GUARANTOR:		
··· <del>-</del>	WITNESS:		
•			
	COTINGS OF		
STATE OF	COUNTY OF ss.:  19 hefore me personally appeared		
On	The Project tin formation of the same		

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



# 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. 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.

o 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.
- o WHY? Unapproved batteries or chargers may not be designed to work with an
- o RESULT: An unapproved battery may overcharge, overheat and catch on fire.

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

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

- o 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.
- o RESULT: A fire in your apartment can be devastating.

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

o 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.

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

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

#### Reasonable Accommodations

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

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

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

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

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

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

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

#### Required Accessibility Standards

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

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

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

#### How to File a Complaint

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

# 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.

	of buyer(s):	
Lease	Premises Addres	S:
Apartr	ment Number:	(the "Leased
Date c	of Closing:	Premises")
CHECK	CONE:	
1. [	There is NO I	Maintained and Operative Sprinkler System in the Leased
2.	There is a Ma Premises.	intained and Operative Sprinkler System in the Leased
	A. The last de inspected was	ate on which the Sprinkler System was maintained and
A "Sprin	kler System" is a	system of piping and appurtenances
from a fl	re will automatic	accordance with generally accepted standards so that heat ally cause water to be discharged over the fire area to s further spread (Executive Law of New York, Article 6-C,
from a fl extinguis Section : Acknowle I, the Bur as to the help me r	ire will automatic sh it or prevent it 155-a(5)). edgment & Signa yer, have read to existence or non make an informe	accordance with generally accepted standards so that heat ally cause water to be discharged over the fire area to s further spread (Executive Law of New York, Article 6-C,
from a fi extinguis Section : Acknowle I, the Bur as to the help me r	ire will automatic sh it or prevent it 155-a(5)). edgment & Signa yer, have read to existence or non make an informe	accordance with generally accepted standards so that heat ally cause water to be discharged over the fire area to is further spread (Executive Law of New York, Article 6-C, tures:  he disclosure set forth above. I understand that this notice, existence of a Sprinkler System is being provided to me to
from a flextinguis Section : Acknowled I, the Burnas to the help me r New York	ire will automatic sh it or prevent it 155-a(5)). edgment & Signal yer, have read to existence or non make an informed State Real Prope	accordance with generally accepted standards so that heat ally cause water to be discharged over the fire area to is further spread (Executive Law of New York, Article 6-C, tures:  he disclosure set forth above. I understand that this notice, existence of a Sprinkler System is being provided to me to decision about the Leased Premises in accordance with erty Law Article 7, Section 231-a.

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

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

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

NOTICE (THIS SHOULD BE FILLED OUT BY YOUR LANDLORD)

**UNIT INFORMATION** 

;	SIREET:
h	INIT OR APARTMENT NUMBER:
F	STY/TOWN/VILLAGE:
-	TATE:
2	IP CODE:
1.	IS THIS UNIT SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW? (PLEASE MARK APPLICABLE ANSWER)
	□YES © NO
2	IE THE HAIT IS EVENDT FROM ARTIST S.A. OF THE STATE OF TH

- IF THE UNIT IS EXEMPT FROM ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, WHY IS IT EXEMPT FROM THAT LAW? (PLEASE MARK ALL APPLICABLE EXEMPTIONS)
  - \_\_\_\_A. Village/Town/City outside of New York City has not adopted good cause eviction under section 213 of the Real Property Law;
  - \_\_\_\_B. Unit is owned by a "small landlord," as defined in subdivision 3 of section 211 of the Real Property Law, who owns no more than 10 units for small landlords located in New York City or the number of units established as the maximum amount a "small landlord" can own in the state by a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, or no more than 10 units, as applicable. In connection with any eviction proceeding in which the landlord claims an exemption from the provisions of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, on the basis of being a small landlord, the landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person who owns or is a beneficial owner of, directly or indirectly, in whole or in part, the housing accommodation at issue in the proceeding, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence. If the landlord is an entity, organized under the laws of this state or of any other jurisdiction, then such landlord shall provide to the tenant or tenants subject to the proceeding the name of each natural person with a direct or indirect ownership interest in such entity or any affiliated entity, the number of units owned, jointly or separately, by each such natural person owner, and the addresses of any such units, excluding each natural person owner's principal residence (exemption under subdivision 1 of section 214 of the Real Property Law);
  - \_\_\_C. Unit is located in an owner-occupied housing accommodation with no more than 10 units (exemption under subdivision 2 of section 214 of the Real Property Law);
  - \_\_\_D. Unit is subject to regulation of rents or evictions pursuant to local, state, or federal law (exemption under subdivision 5 of section 214 of the Real Property Law);
  - E. Unit must be affordable to tenants at a specific income level pursuant to statute, regulation, restrictive declaration, or pursuant to a regulatory agreement with a local, state, or federal government entity(exemption under subdivision 6 of section 214 of the Real Property Law);
  - <u>x</u> F. Unit is on or within a housing accommodation owned as a condominium or cooperative, or unit is on or within a housing accommodation subject to an offering plan submitted to the office of the attorney general (exemption under subdivision 7 of section 214 of the Real Property Law);
  - \_\_\_\_G. Unit is in a housing accommodation that was issued a temporary or permanent certificate of occupancy within the past 30 years (only if building received the certificate on or after January 1st, 2009) (exemption under subdivision 8 of section 214 of the Real Property Law);
  - \_\_\_H. Unit is a seasonal use dwelling unit under subdivisions 4 and 5 of section 7-108 of the General Obligations Law (exemption under subdivision 9 of section 214 of the Real Property Law);
  - \_\_\_\_!. Unit is in a hospital as defined in subdivision 1 of section 2801 of the Public Health Law, continuing care retirement community licensed pursuant to Article 46 or 46-A of the Public Health Law, assisted living residence licensed pursuant to Article 46-B of the Public Health Law, adult care facility licensed pursuant to Article 7 of the Social Services Law, senior residential community that has submitted an offering plan to the attorney general, or not-for-profit independent

retirement community that offers personal emergency response, housekeeping, transportation and meals to their residents (exemption under subdivision 10 of section 214 of the Real Property Law);

- \_\_\_\_J. Unit is a manufactured home located on or in a manufactured home park as defined in section 233 of the Real Property Law (exemption under subdivision 11 of section 214 of the Real Property Law);
- \_\_\_K. Unit is a hotel room or other transient use covered by the definition of a class B multiple dwelling under subdivision 9 of section 4 of the Multiple Dwelling Law (exemption under subdivision 12 of section 214 of the Real Property Law);
- \_\_\_L. Unit is a dormitory owned and operated by an institution of higher education or a school (exemption under subdivision 13 of section 214 of the Real Property Law);
- \_\_\_\_M. Unit is within and for use by a religious facility or institution (exemption under subdivision 14 of section 214 of the Real Property Law);
- \_\_\_\_N. Unit has a monthly rent that is greater than the percent of fair market rent established in a local law of a village, town, or city, other than New York City, adopting the provisions of Article 6-A of the Real Property Law, known as the New York Good Cause Eviction Law, or 245 percent of the fair market rent, as applicable. Fair market rent refers to the figure published by the United States Department of Housing and Urban Development, for the county in which the housing accommodation is located, as shall be published by the Division of Housing and Community Renewal no later than August 1st in any given year. The Division of Housing and Community Renewal shall publish the fair market rent and 245 percent of the fair market rent for each unit type for which such fair market rent is published by the United States Department of Housing and Urban Development for each county in New York State in the annual publication required pursuant to subdivision 7 of section 211 of the Real Property Law (exemption under subdivision 15 of section 214 of the Real Property Law);
- 3. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES, WHAT IS THE LANDLORD'S JUSTIFICATION FOR INCREASING THE RENT ABOVE THE THRESHOLD FOR PRESUMPTIVELY UNREASONABLE RENT INCREASES? (A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or(b) 10 percent.)

#### (PLEASE MARK AND FILL OUT THE APPLICABLE RESPONSE)

- \_\_\_A. The rent is not being increased above the threshold for presumptively unreasonable rent increases described above:
- \_\_B. The rent is being increased above the threshold for presumptively unreasonable rent increases described above:
- \_\_\_\_B-1: If the rent is being increased above the threshold for presumptively unreasonable rent increases described above, what is the justification for the increase:
- 4. IF THIS UNIT IS SUBJECT TO ARTICLE 6-A OF THE REAL PROPERTY LAW, KNOWN AS THE NEW YORK STATE GOOD CAUSE EVICTION LAW, AND THIS NOTICE SERVES TO INFORM A TENANT THAT THE LANDLORD IS NOT RENEWING A LEASE, WHAT IS THE GOOD CAUSE FOR NOT RENEWING THE LEASE? (PLEASE MARK ALL APPLICABLE REASONS)
  - \_\_\_A. This unit is exempt from Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law, for the reasons stated in response to question 2, above (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED):
  - B. The tenant is receiving this notice in connection with a first lease or a renewal lease, so the landlord does not need to check any of the lawful reasons listed below for not renewing a lease under Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law (IF THIS ANSWER IS CHECKED, NO OTHER ANSWERS TO THIS QUESTION SHOULD BE CHECKED):
  - \_\_\_C. The landlord is not renewing the lease because the unit is sublet and the sublessor seeks in good faith to recover possession of the unit for their own personal use and occupancy (exemption under subdivision 3 of section 214 of the Real Property Law):
  - \_\_\_\_D. The landlord is not renewing the lease because the possession, use or occupancy of the unit is solely incident to employment and the employment is being or has been lawfully terminated (exemption under subdivision 4 of section 214 of the Real Property Law):
  - E. The landlord is not renewing the lease because the tenant has failed to pay rent due and owing, and the rent due or owing, or any part there- of, did not result from a rent increase which is unreasonable. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published not later than August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent (good cause for eviction under paragraph a of subdivision 1 of section 216 of the Real Property Law):
  - F. The landlord is not renewing the lease because the tenant is violating a substantial obligation of their tenancy or breaching any of the landlord's rules and regulations governing the premises, other than the obligation to surrender possession of the premises, and the tenant has failed to cure the violation after written notice that the violation must cease within 10 days of receipt of the written notice. For this good cause to apply, the obligation the tenant violated cannot be an obligation that was imposed for the purpose of circumventing the intent of Article 6-A of the Real Property Law, known as the New York State Good Cause Eviction Law. The landlord's rules or regulations that the tenant has violated also must be reasonable and have been accepted in writing by the tenant or made a part of the lease at the beginning of the lease term (good cause for eviction under paragraph b of subdivision 1 of section 216 of the Real Property Law):

	Tenant	Date		
	Tenant	Date		
	I acknowledge receipt of the Good Cause Eviction	on Law Notice		
N. The landlord is not renewing the lease because the tenant has failed to agree to reasonable changes at lease renewal, including reasonable increases in rent, and the landlord gave written notice of the changes to the lease to the tenant at least 30 days, but no more than 90 days, before the current lease expired. A rent increase is presumptively unreasonable if the increase from the prior rent is greater than the lower of: (a) 5 percent plus the annual percentage change in the consumer price index for all urban consumers for all items as published by the United States Bureau of Labor Statistics for the region in which the housing accommodation is located, as published by August 1st of each year by the Division of Housing and Community Renewal; or (b) 10 percent(good cause for eviction under paragraph j of subdivision 1 of section 216 of the Real Property Law):				
L. The landlord is not renewing the lease because the landlord in good faith seeks to demolish the housing accommodation. To establish this good cause in an eviction proceeding, the landlord must establish good faith to de the housing accommodation by clear and convincing evidence (good cause for eviction under paragraph h of subdivior section 216 of the Real Property Law): M. The landlord is not renewing the lease because the landlord seeks in good faith to withdraw the unit from housing rental market. To establish this good cause in an eviction proceeding, the landlord must establish good faith withdraw the unit from the rental housing market by clear and convincing evidence (good cause for eviction under paid of subdivision 1 of section 216 of the Real Property Law):				
	unit for the purposes of making necessary repai premises to a prospective purchaser, mortgager eviction under paragraph f of subdivision 1 of se			
	for an illegal purpose (good cause for eviction u	pase because the tenant is using or permitting the unit or premises to be use ander paragraph e of subdivision 1 of section 216 of the Real Property Law):		
	is subject to civil or criminal penalties for continuous municipal agency having jurisdiction must have removed from possession of a unit on this basis removal of the tenant and that the landlord did necessitating the vacate order. If the landlord did has the right to pay or secure payment, in a mato cure the violation shall be applied against rer the tenant's health and safety, the tenant shall be have been removed. The tenant also retains the	ease because the tenant's occupancy of the unit violates law and the landlon using to let the tenant occupy the unit. For this good cause to apply, a state of a issued an order requiring the tenant to vacate the unit. No tenant shall be is unless the court finds that the cure of the violation of law requires the not, through neglect or deliberate action or failure to act, create the condition loses not try to cure the conditions causing the violation of the law, the tenant anner satisfactory to the court, to cure the violation. Any tenant expenditures not owed to the landlord. Even if removal of a tenant is absolutely essential to be entitled to resume possession at such time as the dangerous conditions e right to bring an action for monetary damages against the landlord or to il applicable state or municipal housing codes (good cause for eviction under the Real Property Law):		
	(c) interfering with the landlord's, another tenan	ease because the tenant is either (a) committing or permitting a nuisance on ossly negligently causing substantial damage to the unit or the premises nt's, or occupants of the same or an adjacent building or structure's comfort graph c of subdivision 1 of section 216 of the Real Property Law):		

#### RESOLUTION OF LAFAYETTE OWNERS CORP.

The undersigned hereby certifies that the following resolution was adopted by the Board of Directors of Lafayette Owners Corp., by affirmative vote, at a Board meeting held on March 18, 2025.

And is hereby resolved that the House Rules be amended as follows:

"No electric bicycles, scooters, or similar e-mobility devices or vehicles (an "LI Vehicle") using lithium-ion batteries are permitted in the Apartment, on the terraces, balconies, or any other spaces appurtenant to the Apartment, or in the common areas of the building (including but not limited to the public halls, lobbies, basement, elevator, vestibules, and stairways) (collectively, the "Property"). As such, no Lessee (Tenant) shall permit any LI Vehicles (whether belonging to the Lessee (Tenant) or to their guests, employees, agents, visitors, tenants, sub lessees (tenants), or licensees) (collectively, "Guests") to be brought into, kept, charged, or stored in the Property. In the event a violation of the foregoing policy results in a fire at the Property, the Lessee (Tenant) who brought the LI Vehicle into the Property or whose Guests brought the LI Vehicle into the Property, shall be deemed a violation of the Lessee's proprietary Lease and the cooperative shall hold Lessee(s) responsible for any incidents arising from the use or storage of LI Vehicles."

"The Board has approved this Resolution".

Lafayette Owners Corp.

By: Michael Weolisle

Board President

Michael Wechsler

State of New York
County of Queens

On this <sup>24</sup> day of <sup>7</sup> day, 2025 before me personally came Michael Wechsler, to me known, who being duly sworn, did depose and say that he resides at 69-40 Yellowstone Blvd., Apt. 317, Forest Hills, NY 11375; that he is the President of Lafayette Owners Corp., a New York Corporation, the corporation described in and which executed the foregoing resolution; that he knows the seal of said corporation and that the seal affixed to said instrument is such Corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order

**Notary Public** 

SUSAN M. RUBIN

Notary Public, State of New York

No. 01RU5046858

Qualified in Suffolk County

Commission Expires July 17, 20