

SUBLET APPLICATION

THORNTON PLACE OWNERS, INC.

**67-50 Thornton Place
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. # 492

03/2025

IMPORTANT INFORMATION REGARDING YOUR SOCIAL SECURITY NUMBER

PROTECTING YOUR PRIVACY

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

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

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

If you have any questions please contact the Management Office.

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

* Submit completed packages to: **Ms. Susan Rubin c/o Kaled Management Corp., 7001 Brush Hollow Road, Ste: 200 Westbury, NY 11590**. Please allow approximately four (4) weeks for the processing of the application and Board review.

- All prospective Subtenants and everyone living in the apartment are subject Board interview and approval. Kaled Management Corp. will contact the prospective subtenant 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.

*Please submit **ONE (1) ORIGINAL & ONE 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
- * Remove all bank and credit card numbers from all documents

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

If instructions or incomplete applications are not followed packages will be returned to buyer 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.

- Pet Policy: Sublets are not allowed pets at any time.
- Sublet fee: Year 1: 15% of the annual maintenance, payable in advance
Year 2: 20% of the annual maintenance, payable in advance
Year 3: 25% of the annual maintenance, payable in advance
Sublet fee will be held pending sublet approval . Upon approval the checks will be processed

The Cop-op reserves the right to request information in addition to the above and to alter, amend or modify this application form at any time and from time to time.

APPLICATION PACKAGE CHECKLIST:

The following items must be included with the application:

1. Sublet Application including financial schedules _____
2. Copy of the fully executed Contract of Sale (Blumberg Form P193Preferred) _____
3. Including lead paint disclosure signed by shareholder, subtenant, and broker _____
4. Two (2) months bank statements and brokerage statements. _____
(Remove account numbers)
5. Copy of W-2 forms and federal 1040 tax return only the first two (2) _____
for prior two (2) years, unless you have your own business full tax returns
are required.**(Please remove social security # and birthdate)**
6. 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.
7. Credit Check Authorization for each purchaser. _____
8. Letter of employment from the Human Resources Manager or _____
Personnel Director, stating length of employment, title, & annual 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, last two (2) years financial statement and business tax return.
Please attach latest balance sheet & profit & loss statement. _____

9. In the event the Shareholders has obtained Bank Financing to purchase the _____ Apartment, the Shareholder must provide a letter showing the Shareholder's Lender Approves of the Sublet. In the event approval is not required pursuant to the Shareholder's Loan Documents, the Shareholder shall submit a Notarized Affidavit stating no such approval is required.
10. Three (3) personal reference letters. (non-related parties). _____
11. Credit Check Authorization for each purchaser. _____
12. Carbon Monoxide/Smoke Detector rider, _____
Sprinkler disclosure lease rider, and Window Guards rider, _____
Primary resident sheet, bedbug. Notarize signatures by
both seller(s) and purchaser(s) where needed.
13. Signed receipt for House Rules and copy of house rules _____
14. Poof of Renters Insurance (Proof must be submitted every year. _____

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

*** After review of your application the Board of Directors may elect to arrange an interview with your prospective subtenant. In person interviews only.**

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

- * Enclose a check in the amount of \$600.00 payable to Kaled Management Corp., for administration fee. (purchaser)
- * Credit check fee of \$200.00 per person payable to Kaled Management Corp. (subtenant)
- *Board review fee \$500.00 payable to Thornton Place Owners, Inc.
- * Move in deposit of \$500.00 payable to Thornton Place Owners, Inc.
refundable, if there are no damages during the move in and the house rules were not violated. (subtenant)
- * Move out deposit of \$1000.00 payable to Thornton Place Owners, Inc. is
refundable, if there are no damages during the move out and the house rules were not violated.(shareholder)
- *Sublet fee: Year 1: 15% of the annual maintenance, payable in advance
Year 2: 20% of the annual maintenance, payable in advance
Year 3: 25% of the annual maintenance, payable in advance

Sublet fee will be held pending sublet approval . Upon approval the checks will be processed.

Sublease Application

Application is herewith submitted for the sublet of Thornton Place Owners, Inc. and for the right of residency in apartment # _____ . Monthly Maintenance _____

Lease Date Begins _____ Expires _____

Annual Rent _____ Monthly Rent _____

Shareholder's Name(s): _____

Address for notices:

Telephone Number: _____ Email: _____

1. Applicant's Name: _____

2. Social Security (last 4 digits): _____

3. Home Address: _____

3. Home Telephone #: _____ Cell# _____

4. Email: _____

5: Applicant Employee

Present Employer: _____

Business Address: _____

Telephone Number: _____

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: _____

12. Estimated Annual Income from employment(s):

Applicant: \$ _____

Co-Applicant: \$ _____

From all other sources: \$ _____

Total: \$ _____

13. If Self-Employed please indicate the following for reference:

Name of Accountant: _____

Address: _____

Phone number: _____

Income:

Annual Salary: _____

Fees/Commissions: _____

Interest: _____

Dividends: _____

14. Please list name and relationship of each person who will reside with you in the apartment:

Name	Relationship
_____	_____
_____	_____
_____	_____

15. Do you intend to use the apartment to any extent for professional or business purposes?

If so, state full details: _____

16. References:

List two references

1. Name _____

Address _____

2. Name _____

Address _____

17. Present Landlord:

Name _____

Address _____

Dates of Occupancy: From: _____ **to** _____

Rent: _____

18. Previous Landlord (if at present residence less than five years):

Name _____

Address _____

Dates of Occupancy: From: _____ **to** _____

Rent: _____

****Please have landlord reference letter included in package****

19. If you know any persons presently residing at Thornton Place Owners, Inc.?

Please list their names: _____

20. Address of all additional residences owned or leased:

21. Applicant's Attorney's Name: _____

Address: _____

Telephone Number: _____

22. Real Estate Agent's Name: _____

Address: _____

Cell phone Number: _____ **Email:** _____

23. Financial (Applicant/Co-Applicant)

Bank (Personal Account) _____

Address: _____

Type of account: _____

Bank Address: _____

Type of account: _____

24. If you intend to finance part of the purchase price with a loan, please state lender, amount of loan and monthly payment. _____

25. Are you party to any litigation? If so, 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 so, please state the circumstances.

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 Thornton Place Owners, Inc.

Signature of Applicant: _____

Date: _____

Signature of Co-Applicant: _____

Date: _____

ASSETS AND LIABILITIES STATEMENT

Applicant's Name _____
 Statement of Financial Condition as of the _____ day of _____, 20____

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

ASSETS		LIABILITIES	
Cash in bank (attach bank statements)	\$	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	\$
		NET WORTH (excess of assets over liabilities)	\$
Contingent Liabilities (personal guarantees or potential liabilities)	\$		

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

Date _____

Signature of Applicant _____

Signature of Applicant _____

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. *If you have not submitted* 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		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(Student Loans)	
Pension (IRA, Keogh)		Charitable Contributions	
Social Security		Medical (unreimbursed)	
Investments (describe)		Alimony, Child Support,	
		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

SCHEDULE A - REAL ESTATE OWNED

[illegible]

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)

[illegible]

SCHEDULE D

Amount	Type	Due to	Obligor	Final Maturity/or repayment	Collateral

*Including Letters of Credit and Surety Bonds

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

INVESTMENTS - INCLUDE CD'S AND MONEY MARKET ACCOUNTS		
Name of Bank	Account No.	Balance
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
		\$
Total - Amount must match amount stated under Assets		\$

SCHEDULE F - SECURITIES (STOCKS AND BONDS)

[illegible]

		\$
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		\$

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 a 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.

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: _____

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: _____

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 approval 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 leadbased 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

Agent Date Agent

Thornton Place Owners, Inc.

HOUSE RULES ACKNOWLEDEMENT

Re: Building: _____

Apartment: _____

I have received a copy and read the current House Rules for Thornton Place Owners, Inc. and abide by them.

I also understand that I may not move into the building until:

- The Board of Directors has approved my application
- I/we have paid all required move-in fees and deposits and have scheduled a move in date with the Superintendent.

Signed _____

Date _____

Signed _____

Date _____

THORNTON PLACE OWNERS, INC.

67-50 Thornton Place
Forest Hills, NY 11375

HOUSE RULES

EFFECTIVE JANUARY 1, 2017

SECTION I. GENERAL RULES

- I.1 The terms used in these House Rules shall have the same respective meaning given to such terms on the Proprietary Lease to which these House Rules are attached.

Lessor: Thornton Place Owners, Inc. ("TPOI"). Where approval is required, this means approval by the Board of Directors of TPOI.

Lessee: Holder of Proprietary Lease

Managing Agent: Kaled Management Corp.

Building: The premises located at
67-50 Thornton Place
Forest Hills, New York 11375

- I.2 The Lessees and occupants of the building and each Lessee's guest, employees, subtenants or any other person or persons in the building at the invitation of, or with the permission of, or on behalf of one of the aforesaid, will observe and comply with such rules as the Lessor may prescribe for the safety, care and cleanliness of the building and the comfort, quiet and convenience of other Lessees and occupants of the building.
- I.3 These House Rules shall be binding not only on all Lessees but also, where applicable, on the agents, employees, subtenants, guests and members of the families of Lessees and on all occupants of apartments. Neither the Managing Agent, Superintendent, Building Custodian nor any other employee of the Lessor shall have the authority to give any consent or approval which is not given under these House Rules.
- I.4 The House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors or by vote of the holders of two-thirds of the outstanding shares of the Lessor.
- I.5 Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.

- I.6 Violation of the House Rules may result in improper use administrative fees. Since violations may range in severity from inconveniencing residents to endangering the health, security or property of other occupants, administrative fees will be imposed according to their severity. A schedule of such fines shall be maintained by the Managing Agent and shall be available to all lessees and other occupants. Continuing or egregious violations may, and can, lead to eviction proceedings. SEE Attachment "A" hereto.

SECTION II. EXTERNAL APPEARANCE AND LESSOR'S PREMISES

II.1 Public/Common Areas

The public halls and stairways of the building shall not be obstructed or used for any other purpose than ingress to and egress from the apartments in the building. Fire towers and fire escapes shall not be obstructed in any way.

- II.2 No baby carriages or strollers, bicycles or similar vehicles, shopping carts, laundry carts or baskets, or any other articles shall be allowed to stand in the public halls, passageways, stairways, areas or courts of the building. Nothing shall be hung or shaken from the doors, windows, terraces, or balconies or placed upon the window sills of the building.

Initial

- II.3 Smoking (inclusive of tobacco, electronic cigarettes, or any other definition of smoking adopted by the City of New York in the Smoke Free Air Act (Title 17, Chapter 5 of the New York City Administrative Code)) is prohibited in all interior common areas of the Cooperative including hallways, stairwells, basements, garages, lobbies, pathways, rooftops as well as all outdoor areas of the building including the driveway, terraces and all garden areas, within twenty-five (25) feet of an entrance to the building.

Initial

II.4 Elevators

The walls, ceiling and floor of the elevator cab must be protected when it is being used for moving furniture, packages or oversized articles. The Managing Agent must be notified at least forty-eight (48) hours prior to the use of the elevator(s) to determine if the elevators need to be padded and that such materials for the elevator can be secured. In the event the Managing Agent is not available, the superintendent should be contacted.

Any damage caused by the failure to safeguard the elevator cab will be levied against the resident responsible.

Elevators should not be interfered with or held unnecessarily.

II.5 Rooftop Areas

- i. No Lessees may use the sixth floor roof at any time.

- ii. Lessees whose apartments abut the rear garage roof may use these areas for their personal enjoyment within the boundaries of the Proprietary Lease and House Rules, but in no event shall radio playing or disturbing noises be permitted while using the garage roof areas.

Initial

- iii. In compliance with New York City Fire Department regulations, at no time may there be any open flame equipment usage, including, but not limited to, barbeques, hibachis and fire pits. Any New York City generated summons, penalty or fine incurred as a result of non-compliance, shall be the responsibility of the Lessee. Lessor also have the right to impose administrative fees for non-compliance.

Initial

II.6 Terraces

- i. The Lessee shall not install or make any modifications, improvements, or alterations to any terrace or terrace dividers, including the adjacent walls of the building or install any planting beds, shrubs or trees or erect any structure on any terrace, or affix anything to the exterior building walls without the prior written consent of the Lessor. Anything so installed, affixed or erected will be removed by the Lessor or its Managing Agent without any liability to the Lessor or its Managing Agent and at the Lessees expense. Terraces may not be used for purposes of storage or drying or airing of clothes.
- ii. Terraces are to be inspected by the Managing Agent on a quarterly calendar basis and Lessees are subject to administrative fees by the Lessor depending on the level of violation.
- iii. At no time may there be any open flame equipment usage, including, but not limited to, barbeques, hibachis and fire pits on any terrace. Any New York City generated summons, penalty or fine incurred as a result of non-compliance, shall be the responsibility of the Lessee. Lessor also have the right to impose administrative fees for non-compliance.

Initial

II.7 Windows

- i. No exterior shades, awnings, window guards, ventilators, window coverings, decorations or other furniture shall be installed or used in or about the building without the written approval of the Lessor.
- ii. No signs, notices, signals or advertisements shall be inscribed or exposed on or at any window or other part of the building, except which as have been approved in writing by the Lessor or Managing Agent, nor shall anything be projected out of any window of the building without similar approval.

Initial

II.8 Building Exterior

No radio, television aerial, broadcast dish or comparable receivers, or telephone wires shall be attached to or hung from the exterior of the building, including balconies and terraces.

Initial

II.9 Minors/Less than 12 Years of Age

Minor children on the premises of the lessor must be supervised and accompanied by an adult at all times in the public halls, lobby, stairways, fire towers and elevators and shall not play in the interior or exterior courtyards, or garden areas. Any liability arising out of any such unsupervised, or accompanied, behavior is the sole responsibility of the Lessee.

II.10 Access

Building access fobs are limited to residents of the Lessor's building only. If a Lessee loses a fob, a replacement may be obtained from the Managing Agent for the normal fee. No Lessee or employee of the Lessor shall furnish a building access fob to any non-shareholder.

II.11 Deliveries

- i. All deliveries of large items, including, but not limited to, furniture, appliances and construction material, must be done through a designated service entrance and the Managing Agent or Superintendent must be notified at least forty-eight (48) hours prior to delivery to determine if elevators need to be padded.
- ii. Deliveries shall be limited to Monday through Saturday from 9:00 a.m. to 4:30 p.m. No deliveries are permitted on Holidays. Other times for delivery are not permitted unless prior approval has been obtained from the Managing Agent or Lessor. Failure to follow these guidelines/restrictions, will result in the assessment of administrative fees.

Initial

II.12 Parking

Since there is substantial demand in excess of available parking spaces, a shareholder may have only one (1) space at any time. Parking spaces will be allocated as they become available and are not transferrable to other shareholders or non-shareholders at any time, nor are they transferred with the sale of an apartment. Lessor shall have the right to determine the monthly cost associated with having a parking space. Lessees must sign a parking lease, or other documentation, required by the Lessor prior to using a parking space.

Initial

SECTION III LAUNDRY, STORAGE, TRASH

- III.1 The laundry and drying apparatus shall be used in such a manner, and at such times, as the lessor and Managing Agent shall determine. The Managing Agent shall post such operating times and usage restrictions in the building laundry area. Lessees are prohibited from drying or airing clothes on a terrace.

- III.2 Except as herein otherwise provided, the Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
- III.3 All wet/biodegradable garbage/trash must be securely bagged before being thrown down the compactor chute.
- III.4 Recyclable containers must be rinsed and taken to the designated ground floor containment areas as must all recyclable paper, including, but not limited to, newspapers, magazines, boxed and cartons that do not fit into the compactor chute.
- III.5 After an approved Alteration Agreement or Decoration Agreement from the Lessor has been given, construction debris/materials must be disposed of by the Lessee's contractor **AWAY** from the building's premises. If there is no contractor, Lessee must arrange for disposal either with the New York City Department of Sanitation or a private carting company. Pending disposal, such refuse shall not be placed or sorted in public areas outside or inside the building. It is the responsibility of the Lessee to ensure that all common areas of the Lessor's building used during such renovation be cleaned daily. The Managing Agent or Superintendent must be notified at least forty-eight (48) hours prior to delivery to determine if elevators need to be padded during construction.
- III.6 Home furnishings, including, but not limited to, tables, sofas, mattresses, chairs, etc., are to be kept in Lessee's dwelling until the next designated Department of Sanitation removal day. For 67-50 Thornton Place removal days (as of the date of these House Rules) are Tuesday and Friday of any given week, with the exception of legal holidays.

Initial

Initial

SECTION IV. QUIET ENJOYMENT

- IV.1 No lessee shall make or permit any disturbing noise in the building, or do or permit anything to be done therein, which will interfere with the rights, comforts or convenience of others. No Lessee shall play upon or suffer to be played upon any musical instrument, or permit to be operated a stereo, radio or television in such Lessee's apartment, if the same disturbs or annoys other occupants of the building. No Lessee shall permit to be conducted vocal or instrumental instruction at any time, without the written consent of the Lessor.
- IV.2 67-50 Thornton Place is a NO PETS designated building. Pets are not permitted to reside in the building. No Pets includes, but is not limited to, dogs, cats, reptiles and birds. "Grandfathered" pets may NOT be replaced.

Initial

No pigeons, or other birds, squirrels, cats or other animals shall be fed from windows, garden areas, bushes and trees, or anywhere on the Building's property.

Initial

SECTION V. RELATIONSHIP WITH STAFF AND OTHER LESSEES

V.1 No employee of the Lessor shall be sent out of the building by a Lessee at any time for any purpose.

V.2 All complaints regarding the services of the Building by a Lessee shall be made in writing to the Managing Agent.

V.3 Any repairs requested by a Lessee must be scheduled by the Managing Agent, or Superintendent. Lessor is not responsible for any work done by employees of the lessor while not on duty for TPOI.

Any Lessee, subtenant or guest may not directly request an employee of the Lessor to do work or make repairs, except in an emergency situation. The Managing Agent will also advise the Lessee if the work cannot be performed by any employee of the Lessor. See rule VI.10 requirements.

V.4 The Managing Agent or employees of Lessor and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspected such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin insects or other pests.

V.5 Open Houses are potential security braches and are not permitted without permission in advance from the Lessor or Managing Agent. If permission is given, the real estate broker's name, affiliation and phone number must be given to the Managing Agent or Superintendent or Building Custodian prior to the open house and there must be a person checking visitors into the building and escorting them to and from the Open House apartment. An administrative fee will be levied against the shareholder who does not obtain prior permission for an open house.

V.6 The Lessor, by virtue of the Proprietary Lease, is entitled to have a key to each apartment for use in case of emergency. Keys are kept in a lock box accessed by the on-duty Managing Agent or Superintendent. As of June 1, 2014, new lessees shall submit a deposit in the amount of \$250. at the time of closing until such key is received by Lessor, after which deposit will be refunded.

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- V.7 If any Lessee has a complaint against another Lessee and it cannot be settled amicably between them after good faith efforts by the Lessees, such complaint may be addressed, in writing, to the Managing Agent for review. If the complaint is not addressed to the satisfaction of a Lessee, Lessee may request that the complaint be brought before a regularly scheduled meeting of the Board of Directors for review by the Board of Directors; such request must be made in sufficient time for the matter to be placed on the agenda of an upcoming Board meeting. In addition, Lessor's Counsel will be instructed as to next steps, i.e., Notice to Cure, etc.
- V.8 The Managing Agent from time to time will request Lessee to complete and return administrative and other forms necessary to comply with Federal/State/Local laws and/or the Proprietary Lease, i.e., window guards, proof of homeowner's insurance, emergency contacts and lead paint forms, etc. Lessee must return such forms to the Managing Agent on a timely basis.

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SECTION VI. INSIDE APARTMENT RULES

- VI.1 Lessees shall keep their apartment in a good state of preservation and cleanliness and shall not sweep or throw, or permit to be swept or thrown there from, or from the doors, windows or terraces thereof any dirt or other substances.
- VI.2 In order to reduce noise from normal apartment foot traffic in the 67-50 Thornton Place wood frame constructed building, a minimum of 80% of all floors in apartments (except bathrooms, kitchens and closets) shall be covered by carpeting or rugs laid over such padding/underlay or other material as may be necessary to absorb sound. In a 10ft x 15ft room, 80% coverage would mean a covered/carpeted area equal to 8ft x 12ft of carpet/padding/ underlay.
- "Carpeting" is understood to be material no less than one-half (1/2) of an inch thick. "Padding or other material" is understood to be material no less than one-half (1/2) of an inch thick.
- Where other than building standard wood floor is installed by or on behalf of the Lessee (i.e., rubber or vinyl tile, linoleum, slate, marble, etc.) an underlay of sound absorbent material shall be used.
- VI.3 Due to the age of the 67-50 Thornton Place building infrastructure, no clothes washer, dryer, dishwasher or garbage disposal unit shall be maintained in any apartment with the following exception: designated "G" and "M" apartments may install either a dishwasher or washing machine/dryer –not both—with prior written approval of the Lessor.

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If at any time it is determined that any apartment is in violation of this Rule, a per month administrative fee of \$300 will be levied on the Lessee until such time as the infraction is deemed corrected.

VI.4 Each apartment shall have one or more functioning smoke detectors and carbon monoxide detectors at the expense of the Lessee.

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VI.5 All Lessees must have, and maintain, Homeowner's Insurance, naming TPOI as an additional insured. Lessee is responsible for providing proof of such insurance at property closing and on a yearly basis as required by the Lessor or Managing Agent. Homeowner's Insurant normally covers walls, floors, renovations and personal liability.

VI.6 No ventilator or air conditioning device shall be installed by any Lessee without the written consent of the lessor as to the type, location and manner of installation of such device. Each unit must have its own designated electric line property installed in accordance with New York City law. If any lessee shall install such device without prior written consent or in variation with such consent or shall fail to keep such a device in good order and repair, the Lessor in its discretion may remove such device and charge the cost of removal to such Lessee and such device that may not be replaced until put in proper condition by such Lessee and then only with the further written consent of the Lessor.

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VI.7 Toilets and other water fixtures shall not be used for any purpose other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other articles be thrown into fixtures. Any damage resulting from misuse of toilets or other plumbing shall be borne by the Lessee by whom or in whose apartment it shall have been caused.

VI.8 No lessee shall employ workmen to do any work in their apartment on Saturdays, Sundays or Holidays, or during the ours prior to 9:00 a.m. or after 4:30 p.m. on other days.

VI.9 All renovations and alterations require prior written approval of the Lessor and Managing Agent. Lessees must comply with all terms set forth in the Alteration Agreement. The Alteration and/or Decorating Agreement must be completed and submitted to the Lessor and Managing Agent for Review processing and approval as might be necessary prior to the start of such alteration and/or renovation. Depending on the renovation/alteration complexity, it may be necessary to have an Architect's approval and a deposit to cover possible costs incurred to the premises of the Lessor and is required at the time of approval at the applicable deposit rate set forth in the Alteration and/or Decorating Agreement.

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- i. Contractors must be licensed and insured per regulations established by the Lessor; must remove all debris associated with any alterations and must keep the public areas clean.

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- ii. Lessees are responsible for obtaining any required New York City or State permits. No alteration may commence until all required permits are present to the Lessor and/or Managing Agent.
 - iii. All alterations may take place only between the hours of 9:00 a.m. and 4:30 p.m. Monday through Friday.
- VI.10 When moving in or out of an apartment [personally or in the instance of a subtenant residing in their apartment] the Lessee shall leave a deposit established by the Lessor, with the Managing Agent to cover any damages caused by the move. The Lessee shall also notify the Managing Agent seven (7) days in advance of the moving date so that adequate precautions can be taken to protect the elevators and public areas. Moving in or out of Lessor's premises shall be limited to weekdays, Monday to Friday, from 9:00 a.m. to 4:30 p.m. and moves are not permitted during Holidays; all moves must be done through a designated service entrance.
- VI.11 Lessor has the right to inspect Lessee's apartment at any time with due justification to ascertain whether any violations of these House Rules or the Proprietary Lease exist and should there be any, lessor has the right to levy administrative fees for any violations that are found and/or a Notice to Cure will be delivered/presented to Lessee.
- VI.12 No bicycle, e-bike, scooter, or any other mobility device powered by a lithium ion battery shall be permitted in any common area, apartment, storage area, basement, terrace, balcony, or any other space within the building or any adjoining area. This rule shall not apply to any mobility device used in compliance with the Americans with Disabilities Act ("ADA") or UL Certified (Underwriters Laboratories certified) product. The lab's certification, logo, mark, or name must be displayed on the item.

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SECTION VII. SUBLETTING

- VII.1 Subletting must have the prior approval of the Board of Directors and is reviewed on a case-by-case basis for a term of one year. Prior to the expiration of the one-year term, any further sublet must be submitted to the Managing Agent for Board approval sixty (60) days in advance. The maximum duration for subletting an apartment is a total of three (3) years (consecutive or not) over the term of the Lessee's ownership. Upon expiration of the three (3) years period, Lessee has the option of returning to occupancy or selling their apartment.
- VII.2 Lessee must request permission in writing at least sixty (60) days in advance to sublet. Once permission has been granted, the Lessee must obtain an application from the Managing Agent and have it completed by the subtenant. A Sublease Agreement, in form similar to Blumberg Form P-193,

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must be submitted with the application and the Board designated application fee. The sublease must contain the clause that "NO PETS

ARE ALLOWED". After reviewing the necessary documentation, a person interview with the proposed sub-tenant will be schedule and the application will then be brought before the Board.

- VII.3 Subletting is subject to a Surcharge Fee to be paid by the Lessee equal to a percentage of the Annual Maintenance. Percentage is calculated as follows:
- | | |
|----------------|---------------------------|
| Year one (1) | 15% (fifteen percent) |
| Year two (2) | 20% (twenty percent) |
| Year three (3) | 25% (twenty-five percent) |
- The Surcharge Fee is due in full and must accompany the Sublease Agreement.

The sublet surcharge fee will be collected on an annual basis, even if the sublet is terminated prior to the expiration of the one-year term.

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- VII.4 Lessee is responsible for any damaged caused by their sub-tenant/s to the common areas of Lessor. All sub-tenants must comply with the house Rules and their failure to do so may result in eviction at the Lessee's expense. In addition to payment of move-in and move-out deposits, Lessee is responsible for any administrative fees incurred by their sub-tenant.
- VI.5 Any and all visitors may reside in the apartment with the Lessee in residence for a period not to exceed three weeks (21 days) in any calendar year. Lessees shall notify the Managing Agent when someone will be occupying their apartment in Lessee's absence. Any stay longer than three weeks (21 days) is considered an illegal sublet.

SECTION VIII. SALES

- VIII.1 Lessee shall notify the Managing Agent prior to putting their apartment on the market for sale for the purpose of determining by visual inspection any violations or hazardous conditions that may exist. All such conditions shall be the responsibility of the Lessee to correct prior to sale.
- VIII.2 Open House restrictions are applied to all sales as described in house Rule V.5.

SECTION IX. OTHER RULES

- IX.1 Late Fee Policy
Maintenance is due on the first day of each calendar month and no later than the 15th of any calendar month. If any Lessee shall be more than

fifteen days late in paying maintenance charges, an additional late fee and interest will be charged as determined by the Lessor which shall be added to the amounts in arrears due and shall be due with the next monthly payment.

IX.2 Refinancing Policy

Refinancing of any mortgage or other indebtedness to the Lessor may not be undertaken without the prior written approval of the Lessor. Refinancing of any mortgage or other indebtedness shall be subject to the following limitations:

- A. Lessee may only finance up to the:
 - a. Value of the original mortgage associated with the Lessee's apartment, or,
 - b. No more than 80% (eighty percent) of the then-current appraised value of Lessee's apartment. Lessee Shall be responsible for obtaining all necessary appraisals and submission of all fees deemed necessary by Lessor.

VIOLATION and IMPROPER USE FEE SCHEDULE

The following is the schedule of Improper Use Fees for violation of the House Rules of Thornton Place Owners, Inc. As highlighted in house Rule 1.3, these administrative fees may be changed or new fees established at the discretion of the Lessor. Questions on any Improper Use Fee should be directed to the Managing Agent.

CLASSIFICATION CODES			
"A"		"B"	"C"
HOUSE RULES NUMBER			
II.1	V.1	II.3	VI.3
II.2	V.3	II.4	VI.6
II.6	V.8	II.8	VI.8
II.7	VI.1	II.11	VI.10
II.9	VI.2	III.4	
III.1	VI.4		
IV.1	VI.5		
IV.2			
			VII.1
			VII.2

Fee Amounts

(unless otherwise noted
in the House Rules)

"A" – Letter of Warning for first offense

"B" -- \$150 per incident

"C" -- \$225 per incident

"D" -- \$300 per incident

PROCEDURE FOR APPLYING VIOLATION and IMPROPER USE FEES

1. Violations are to brought to the attention of the Managing Agent either directly, through residents and/or through building staff.
2. The Managing Agent investigates the circumstance surrounding the violation, and the responsible resident is advised of said violation.
3. If the Managing Agent determines that a violation covered by the Improper Use Fees Schedule occurred, the Managing Agent will impose a fine based on the above schedule.

Attachment "A"/continued

4. The administrative fee is added to the lessee's monthly maintenance charge and is due with the current/next monthly payment.

NOTES AND EXCEPTIONS

- A. Unresolved violation/s and non-payment of Improper Use Fees will result in additional administrative fees being added until such time as violation is remedied.
- B. Late payments are automatically added to the next monthly maintenance cycle and do not go through the violation procedure.

Thornton Place Owners, Inc.

DELIVERY PROCEDURE

Please note that all residents of the Cooperative follow the following procedures when having furniture or bulky appliances delivered to their units.

1. Superintendent must be informed at least 48 hours prior to delivery. This will allow the Super to hang the appropriate padding in elevators to prevent damage to the elevators.
2. All item must be unpacked either outside the building or in the individual's apartment-not in the basement or other common areas of the building.
3. All boxes and packing materials must be removed by the delivery person. If it is left behind, the resident is responsible for breaking down and folding all packing, and proper disposing and recycling of all materials.
4. Any damage to the elevators, the lobby, or any other common areas of the building will be the sole responsibility of the resident. Please note that the management company will assess any damage and bill the Shareholder immediately if any damage is found.

Your cooperation and adherence to these policies will keep the elevators and common areas looking good for many years to come.

THORNTON PLACE OWNERS, INC.

MOVE -IN AND MOVE-OUT PROCEDURES

In order to facilitate a successful move-in/out, the following procedures are to be followed when moving furniture, furnishings, and/or personal property into or out of the buildings:

MOVE-IN/MOVE-OUT FEES AND DEPOSITS

The payment of the following fees is due at the time of closing (for unit purchases and sales) or at any time you submit the sublet application. These fees apply to both move in and out of the buildings, and are payable by both the shareholder/seller who is moving out and the prospective purchaser/sub lessee who is moving in.

- A. By certified check, bank check, or money order, the amount of \$500.00, payable to Thornton Owners, Inc. as a refundable move-in deposit.
- B. By certified check, bank check, or money order, the amount of \$1000.00 payable to Thornton Place Owners, Inc., as a refundable move-in deposit, which shall be refunded after final inspection by the Superintendent/Managing Agent and assurance that no damage has occurred during the move.

All checks must be made payable to Thornton Place Owners, Inc.

Please note that Shareholders who move out prior to a closing or a submission of a sublet application package must also submit to Kaled Management Corp. the move -out fees and deposits required prior to scheduling a move out date with the Superintendent. No refund checks will be issued unless you inform Kaled Management Corp. of your forwarding address.

the Superintendent will not schedule a moving date unless approval is received from the Managing Agent.

MOVE-IN/OUT SCHEDULING

Move in and out of the building must occur between 9:00a.m and 5:00 p.m., Monday through Friday, excluding holidays. It is very important that you schedule a moving date with the Superintendent at least one week before the move. This will allow the Superintendent to take proper precautions, including the hanging of elevator padding, to prevent possible damage to common areas of the building. Please take this in consideration when you make arrangements with moving companies. There will be no exceptions to this policy.

An inspection of the common areas of the premises, including elevators will be made within a reasonable time after you move. If any damage has occurred , the Managing Agent will notify you in writing. The cost of repairs will be deducted from your deposit amount and the balance, if any, will be refunded to you. If there is any damage that exceeds the amount of your deposit , you will be required to pay the additional amount within ten (10) days of receipt of notification by the Managing Agent. If there is no damage , the deposit will be refunded in full. Please note that the refund process will take 30-45 days, since confirmation of no damage must be received and refund checks are drawn. Also please be reminded that you must inform us of your new address if you are moving out of the building.

INSURANCE REQUIREMENTS

Please note that all moving companies who are hired to move you in or out of the buildings will be required to provide the Cooperative with the required Certificates of Insurance. This certificate will name4 Thornton Place Owners, Inc., and Kaled Management Corp. as additionally insured on their policy. For The Certificate of Insurance requirements contact 516-876-4800 x333 Gabe Turi at Kaled Management Corp.

Please sign below indicating that you have read and agree to abide by all the above procedures.

PRINT NAME _____ SIGNATURE _____

Date _____

Thorton Place Owners, Inc.
Acknowledgement
Pets Policy

The undersigned Applicant(s) certifies that they understand and will be in compliance with the Coop's "Pet Policy" as spelled out in the House Rules. The applicant(s) hereby acknowledge that any breach of the "Pets Policy" will result in immediate legal action, removal of the pet and Management will notify the applicant(s) bank of the breach of the House Rules and building policies.

All charges incurred by the Coop (legal and otherwise) as a result of breach of the "Pets Policy" will be charged to the Shareholders maintenance.

Applicant's Signature _____

Date Signed _____

Applicant's Signature _____

Date Signed _____

Certificate of Insurance Requirements for
Thornton Place Owners, Inc.
(Needed by Movers, Vendors, Contractors, etc.)

As per the terms of our contracts, it is required that you submit to us a certificate of insurance noting the following:

- | | |
|--------------------------|---------------|
| 1. General Liability | 1,000,000 |
| 2. Property Damage | 50,000 |
| 3. Workers' compensation | Statutory |
| 4. Auto Coverage | If applicable |

In addition, we also require that the following be noted on your policy as additionally insured.

- a. Kaled Management Corp.
- b. Thornton Place Owners, Inc.

Also, please note the following Certificate Holders:

- a. Kaled Management Corp.
7001 Brush Hollow Rd Ste:200
Westbury NY 11590
Att: Gabe Turri
- b. Thornton Place Owners, Inc.
7001 Brush Hollow Rd Ste:200
Westbury NY 11590
Att: Gabe Turri

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)).

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.

Purchaser: Name: _____

Signature: _____

Date

Owner: Name: _____

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.

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

Lessee (PRINT)

Lessee (SIGNATURE)

Lessee (PRINT)

Lessee (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) 566-808

Thornton Place Owners, Inc.
Emergency Contact Form

Occasionally an emergency or maintenance problem will occur where it is imperative for us to contact a Shareholder/Subtenant who is not at home.

Repair work can be hampered when Shareholder/Subtenants are away on vacation or at work. Extensive damage can be prevented if we have a method of contacting the occupant

To avoid this problem, we are requesting House Rules require each shareholder to provide contact information for use in an emergency or for any other reason when management needs to contact a resident.

Thank you in advance for your anticipated cooperation.

Name(s):_____

Apt. Number:_____ **Email:**_____

Home #_____ **Cell #**_____

In case of Emergency Contact-Name_____

Cell #_____ **Email**_____

Mailing address:_____

☐

Please add any additional information that may assist in notifying you in the event of an emergency.

Thornton Place Owners, Inc.
Acknowledgment Pets Policy

The undersigned applicant(s) certifies that they understand and will be in compliance with the Coop's "Pet Policy" as spelled out in the house rules. the Applicant(s) hereby acknowledge that any breach of the "Pets Policy" will result in immediate legal action, removal of the pet and Management will notify the applicant(s) bank of the breach of the house rules and building policies.

All charges incurred by the Coop (legal and otherwise) as a result of a breach of the "Pets Policy" will be charged to the Shareholder's maintenance.

Applicant's Signature_____

Date Signed _____

Applicants Signature_____

Date Signed _____

**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: _____

STANDARD FORM OF COOPERATIVE APARTMENT SUBLEASE

THE REAL ESTATE BOARD OF NEW YORK, INC.

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CAS/98

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

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

THIS SUBLEASE is made as of _____ 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 or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to You for the security deposit. The new owner will become responsible to You for the security deposit.

6. IF YOU ARE UNABLE TO MOVE IN

A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Sublease. If this happens for reasons beyond Owner's reasonable control, including the failure to obtain the consent of the Apartment Corporation to this Sublease prior to the beginning date, Owner will not be responsible for your damages or expenses and this Sublease will remain in effect. However, in such case, the Sublease will start on the date when You can move in; the ending date of this Sublease as specified in Article 2 will remain the same. You will not have to pay rent until the move-in date Owner gives You by written notice, or

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

7. CAPTIONS

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

8. WARRANTY OF HABITABILITY

A. All of the sections of this Sublease are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Sublease. Nothing in this Sublease can be interpreted to mean that You have given up any of your rights under that law. Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.

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

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

A. You will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. You will move out on or before the ending date of this Sublease and leave the Apartment in good order and in the same condition as it was when You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of your own.

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

10. CHANGES AND ALTERATIONS TO APARTMENT

You cannot build in, add to, change or alter, the Apartment in any way, including wallpapering, painting, repainting, or other decorating, without first obtaining the prior written consent of Owner and, if required under the Proprietary Lease, the Apartment Corporation. Without Owner's and/or the Apartment Corporation's prior written consent, You cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's and/or the Apartment Corporation's opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, You cannot place in the Apartment water-filled furniture.

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

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

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

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

12. OBJECTIONABLE CONDUCT

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

13. SERVICES AND FACILITIES

A. REQUIRED SERVICES. The Apartment Corporation will provide cold and hot water and heat, as required by law, repairs to the Apartment, as required by the Proprietary Lease, elevator service if the Building has elevator equipment, and the utilities, if any, included in the rent, as set forth in subparagraph B. You are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

B. The following utilities are included in the rent _____.

C. ELECTRICITY AND OTHER UTILITIES. If the Apartment Corporation provides electricity or gas for a separate, submetered charge, your obligations to the Apartment Corporation and/or Owner are described in a rider attached to this Sublease. If electricity or gas is not included in the rent and is not charged separately by the Apartment Corporation and/or Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service and cable television service if the cost of any such service is not included in the rent.

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 located in the Building but outside of the Apartment, and provided such use is transferable to You by Owner pursuant to the Cooperative Documents, the use of any such facility will be furnished to You free of charge and at your own risk. You will operate at your expense any coin operated appliances located in any such facility.

14. INABILITY TO PROVIDE SERVICES

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

15. ENTRY TO APARTMENT

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

A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; 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

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

20. FEES AND EXPENSES

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

- (i) Making any repairs to the Apartment or the Building, including any appliances in the Apartment, which result from misuse or negligence by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You;
- (ii) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concern-

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

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

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

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

21. PROPERTY LOSS, DAMAGES OR INCONVENIENCE

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

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

22. FIRE OR CASUALTY

A. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Sublease will continue unless ended by Owner under subparagraph C below or by You under subparagraph D below. However, the rent will be reduced immediately. This reduction will be based upon the square footage of the part of the Apartment which is unusable.

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

C. After a fire, accident or other casualty in the Building, the Apartment Corporation may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Sublease. Owner may do this even if the Apartment has not been damaged, by giving You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives You such notice, this Sublease will end 60 days from the last day of the calendar month in which You were given the notice.

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

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

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

23. PUBLIC TAKING

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

24. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS

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

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

25. YOUR RIGHT TO LIVE IN AND USE THE APARTMENT

Provided the Apartment Corporation's consent to the Sublease is obtained, if You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Sublease, your tenancy cannot be cut off before the ending date, except as provided for in Articles 22, 23 and 24.

26. BILLS AND NOTICE

A. Notices to You. Any notice from Owner or Owner's agent or attorney will be considered properly given to You if it is: (i) in

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 Apartment Corporation's consent shall be applied by Owner to subsequent rent payable hereunder. If consent to this Sublease by the Apartment Corporation is not obtained within 30 days after the date specified in Article 2 as the beginning date of this Sublease, this Sublease shall be canceled and all prepaid rent and security deposit shall be promptly returned to You.

35. FURNITURE [DELETE IF INAPPLICABLE]

The Apartment is being subleased as fully furnished; a rider attached to this Sublease lists all furniture and furnishings contained in the Apartment. You shall accept the furniture and furnishings contained in the Apartment "as is" on the commencement date of this Sublease. Owner represents that all such furniture and furnishings are in good repair and in working order on the commencement date of this Sublease except as may be noted in such rider.

You shall take good care of the furniture and furnishings in the Apartment during the pendency of this Sublease and shall be liable for any damages caused by You to such furniture and furnishings. You shall not be responsible for any damages to such furniture and furnishings not caused by You or caused by ordinary wear and tear. You shall surrender such furniture and furnishings when this

Sublease terminates in the same condition as on the date this Sublease commenced, subject to ordinary wear and tear. If any repairs are required to the 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 ERRECTED AFTER 1978]

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

38. PETS [DELETE EITHER SUBPARAGRAPH A OR B]

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

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

39. KEYS

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

40. WINDOW GUARDS

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

41. OWNER'S DEFAULT TO APARTMENT CORPORATION

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

42. BINDING EFFECT

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

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

WITNESS:

_____(L.S.)
Owner's Signature

_____(L.S.)
Sublessee's Signature

_____(L.S.)
Sublessee's Signature

GUARANTY

The undersigned Guarantor guarantees to Owner the strict performance of and observance by Sublessee of all the agreements, provisions and rules in the attached Sublease. Guarantor agrees to waive all 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 Guarantor agree to waive trial by jury in any such action, proceeding or counterclaim brought against the other on any matters concerning the attached Sublease or the Guaranty.

Dated, _____

_____ Witness

_____ Guarantor

_____ Address

Rider A to Sublease of Cooperative Unit

The rider dated _____ attached to and part of lease dated _____ between _____ as landlord and _____ as subtenant in Apt# _____ at Thornton Place Owners, Inc. in Forest Hills NY.

This agreement made part of lease dated _____ as follows;

In event of bank foreclosure or if maintenance charges, etc. become delinquent on the unit _____ at 67-50 Thornton Place, Forest Hills NY upon written notice from the Board of Directors or Managing Agent to subtenant, subtenant shall make future monthly rental payments to the Board of Directors. Payments shall be payable in the following manner:

Thornton Place Owners, Inc.
c/o Kaled Management Corp.
7001 Brush Hollow Rd Ste: 200
Westbury, NY 11590

The payment of the monthly rent to the Board and the acceptance of the rent by the Board shall not constitute a landlord/tenant relationship between parties.

Upon resolution of all delinquent charges' subtenant shall resume paying landlord, upon notice by the Board of Directors or Managing Agent

Owner: _____

Subtenant: _____

Rider B to Sublease of Cooperative Unit

This rider dated _____ attached to and part of lease dated _____ between _____ as landlord and _____ as subtenant in Apt. # _____ Thornton Place Owners, Inc.

This agreement made part of lease dated _____ as follows;

In the event of one or both parties who are on the lease agreement as listed above should leave or vacate the premises before the one (1) year lease term expires, Shareholder will not be permitted to place someone in the apartment in their place, rent out any part or whole of the cooperative unit nor will they be allowed to apply to place someone new in the apartment until the date of expiration of the original lease.

Shareholder _____

Shareholder _____

Date: _____

Rider C to Sublease of Cooperative Unit

This rider dated _____ attached to and part of lease dated _____ between _____ as landlord and _____ as subtenant in Apt. # _____ Thornton Place Owners, Inc.

This agreement made part of lease dated _____ as follows;

As provided by law, tenant agrees to give a copy of all apartment keys to the Building Staff for access to the apartment in an emergency.

Subtenant hereby agrees that any and all damages due to the building Staff/Managements' inability to gain access to the apartment in the case of a building emergency will be the sole responsibility of subtenant. Damages, in this case, can be financial, legal, and other responsibility to the Cooperative or to ant Shareholders that may have been affected by lack of access.

Shareholder: _____

Tenant: _____

Tenant: _____

Thornton Place Owners, Inc.
Nametag /Directory Request

Apartment #: _____

Name on Mailbox: _____

Name on Directory: _____

I (we) acknowledge that a set of keys to the apartment must be given to the
Superintendent upon moving in

Signature: _____

Signature: _____

Date _____



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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.

Simple Steps To Protect Your Family From Lead Hazards

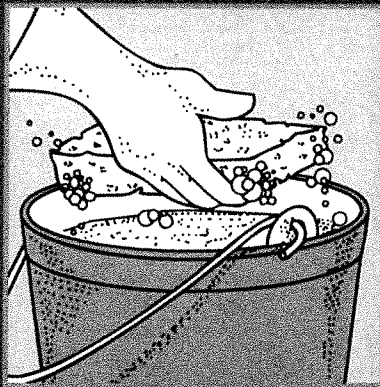
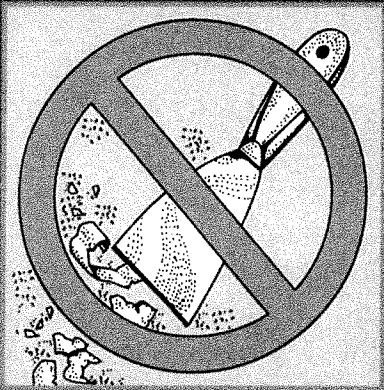
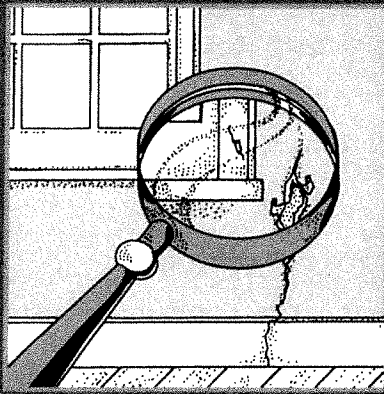
If you think your home has high
levels of lead:

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



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(minimum 50% postconsumer) process chlorine free.



Protect Your Family From Lead In Your Home



United States
Environmental
Protection Agency



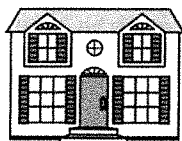
United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

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

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



OWNERS, BUYERS, and RENTERS are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

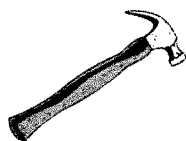
Federal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



SELLERS have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



RENOVATORS disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

IMPORTANT!

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

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

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

Lead Gets in the Body in Many Ways

Childhood lead poisoning remains a major environmental health problem in the U.S.

Even children who appear healthy can have dangerous levels of lead in their bodies.

People can get lead in their body if they:

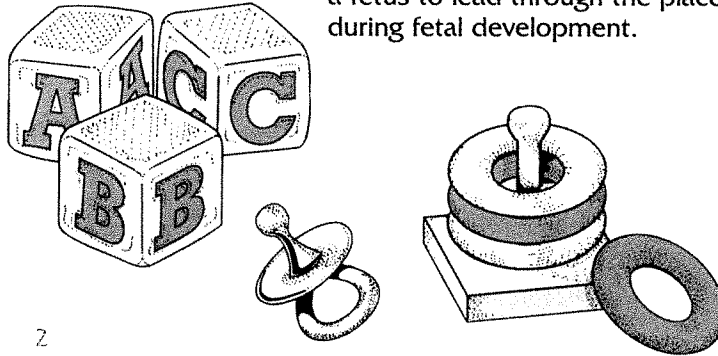
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

Lead is even more dangerous to children under the age of 6:

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

Lead is also dangerous to women of childbearing age:

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

In children, lead can cause:

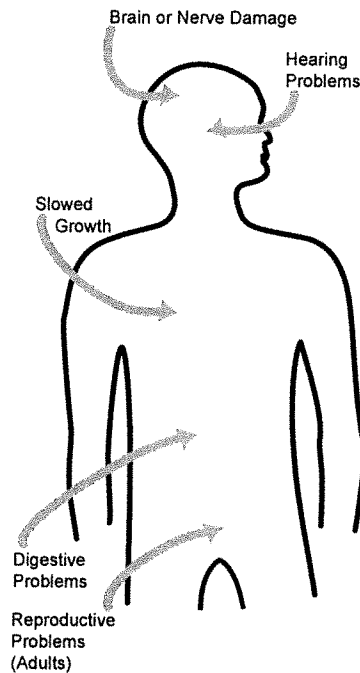
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

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

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

In adults, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



Lead affects
the body in
many ways.

Where Lead-Based Paint Is Found

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

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

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

Checking Your Family for Lead

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

To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.

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

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

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

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

Identifying Lead Hazards

Lead-based paint is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

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

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

Lead dust can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

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

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. The following two federal standards have been set for lead hazards in residential soil:

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

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.

Checking Your Home for Lead

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



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

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards.
- ◆ A combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

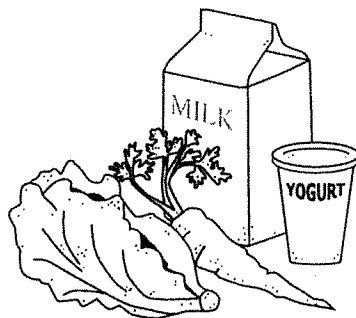
There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

Home test kits for lead are available, but may not always be accurate. Consumers should not rely on these kits before doing renovations or to assure safety.

What You Can Do Now To Protect Your Family

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

- ◆ **If you rent, notify your landlord of peeling or chipping paint.**
- ◆ **Clean up paint chips immediately.**
- ◆ **Clean floors, window frames, window sills, and other surfaces weekly.** Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. **REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.**
- ◆ **Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.**
- ◆ **Wash children's hands often, especially before they eat and before nap time and bed time.**
- ◆ **Keep play areas clean.** Wash bottles, pacifiers, toys, and stuffed animals regularly.
- ◆ **Keep children from chewing window sills or other painted surfaces.**
- ◆ **Clean or remove shoes before entering your home to avoid tracking in lead from soil.**
- ◆ **Make sure children eat nutritious, low-fat meals high in iron and calcium, such as spinach and dairy products.** Children with good diets absorb less lead.



Reducing Lead Hazards In The Home

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

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



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

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, you should hire a certified lead "abatement" contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent removal.

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

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors;
- ◆ 250 $\mu\text{g}/\text{ft}^2$ for interior windowsills; and
- ◆ 400 $\mu\text{g}/\text{ft}^2$ for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

Remodeling or Renovating a Home With Lead-Based Paint

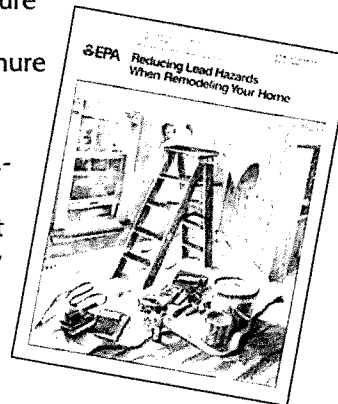
Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

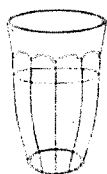
If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



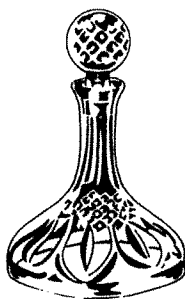
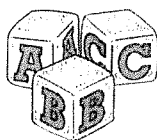
If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



Other Sources of Lead



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



◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.

◆ Old painted **toys** and **furniture**.

◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.

◆ **Lead smelters** or other industries that release lead into the air.

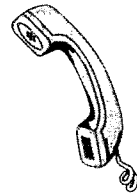
◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.

◆ **Folk remedies** that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.

For More Information

The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **www.epa.gov/lead** and **www.hud.gov/offices/lead/**.

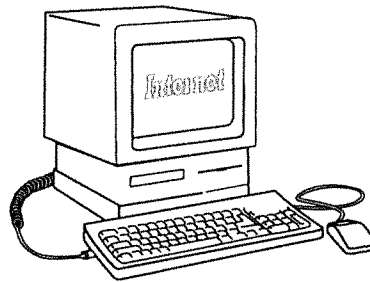


EPA's Safe Drinking Water Hotline

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

Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **www.cpsc.gov**.



Health and Environmental Agencies

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

For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

EPA Regional Offices

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

EPA Regional Offices

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

Regional Lead Contact
U.S. EPA Region 1
Suite 1100 (CPT)
One Congress Street
Boston, MA 02114-2023
1 (888) 372-7341

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

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-7577

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

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 209, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
(ARTD-RALI)
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7020

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

Regional Lead Contact
U.S. EPA Region 3 (3WC33)
1650 Arch Street
Philadelphia, PA 19103
(215) 814-5000

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

Regional Lead Contact
U.S. EPA Region 8
999 18th Street, Suite 500
Denver, CO 80202-2466
(303) 312-6021

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

Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4164

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

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-6003

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Toxics Section WCM-128
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1985

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 standards:

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

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

How to File a Complaint

A complaint must be filed with the Division within one year of the alleged discriminatory act. You can find more information on your rights, and on the procedures for filing a complaint, by going to www.dhr.ny.gov, 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.