



REFCO MANAGEMENT CO. INC.

P.O. BOX 1027

Rock Hill NY 12775

PH – 845-888-5246

FAX – 845-888-8312

Email- Frankrefco@gmail.com

WWW.REFCOMANAGEMENT.COM

Managing Agent- Frank Deguzman

Date: _____

To: Unit Owner _____

Re; Application to Sublet

Dear Shareholder:

“Our housing cooperative is committed to equal housing opportunity. We do not discriminate based on race, color, national origin, religion, sex, disability, familial status, citizenship and alienage status, sexual orientation, lawful source of income or occupation, marital status, age, military status or other characteristics protected by local fair housing laws.”

Attached is the application package you have requested. Please review and complete in full. Attach copies of all necessary documents and complete each form. There is a **non-refundable \$500.00** application fee (background check included) **PAID BY THE OWNER OF THE APARTMENT** which should be made payable to Refco Mgmt. Co. Inc., and included in your completed package. **If there are 2 applicants, the fee is \$600.** Should you need assistance, please feel free to contact my office.

Once the application package is received, one original by Mail and a copy by e-mail to FrankRefco@gmail.com, I shall review the application and if completed and all fees are paid in full, the application will then be forwarded to the Board of Directors. I also arrange the Board interview to be held, and notify everyone when the process is completed and a decision has been made.

The entire process once received in this office and complete with all the necessary documentation and fees should take approximately two to three weeks. Please be aware the fees for each property, please contact my office for the fee for your building. Thank you for your attention in this matter.

Sincerely,
Frank A. DeGuzman



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SUBLETTING APPROVAL PROCESS

Subletting Approval Process

Shareholder must inform Managing Agent in writing of their intent to rent their Apartment. Upon receipt of written notification, the Managing Agent will send the Shareholder the appropriate documents to complete.

Please Attach The Following Documents to The Application:

(Incomplete applications will not be accepted)

- W2 Forms for the two previous periods.
- Financial Statement reflecting net worth.
- Copy of Latest Paystub.
- Three personal references (Must include three (3) forms of contact per each reference- mailing address, email address and a phone number.)
- Three financial references.
- Letter from Current Landlord
- Letter from Current Employer
- Copy of Drivers License and Social Security Card
- Signed Copy of House Rules (Refer to for Co-op Fees Board Interview Move in Fee Insurance requirements)
- Signed Copy of permission to do Background Check and Credit Report.

The Managing Agent requests one original package to be mailed to Refco Management Co. Inc, with the application fee in the amount of \$500.00 PAID BY THE OWNER and a copy of the entire package to be sent via email to Frankrefco@gmail.com. **PLEASE UNDERSTAND THAT THE APPLICATION FEE ONCE RECEIVED IS NON-REFUNDABLE FOR ANY REASON.**

The Board of Directors will request a personal interview with the prospective renter. No telephone interviews. After the Interview, the Boards final decision shall be made verbally to the unit owner. Tenant will be allowed to take occupancy only after all fees, and documents are received. Movers insurance is also required prior to move in. Please refer to the Co-op's House Rules for all requirements.



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LEASE APPLICATION

APPLICANT (PLEASE PRINT ALL INFORMATION)

Name in Full _____ Social Security Number _____

Driver's License # _____

Address of Apartment requested _____
Number & Street Apt # City State Zip Code

Current Address _____
Number & Street Apt # City State Zip Code

Check One Rent ___ Co-op/Condo ___ Home Owner ___ Other ___

How Long At Current Address _____

If Less than 1 year list Previous Address _____
Number & Street Apt # City State Zip Code

Home Phone Number _____

Cell Phone Number _____

E-Mail Address _____

Lease Application

Name of Employer Business _____

Address Of Employer's Business _____
Number & Street Apt # City State Zip Code

Contact Person Name _____ Phone Number# _____

Occupation _____ Length of Employment _____

Salary _____

Other Income _____ If yes Explain _____

If current employer is less than one year, list previous Employer information below.

Are you an officer of any corporation _____

Do you engage in a home occupation _____

If yes explain: _____

Are you a member of the Military Service _____

Names of persons not on lease that will occupy the apartment list below:

Name _____ Age _____ Relationship _____

Name _____ Age _____ Relationship _____

Name _____ Age _____ Relationship _____

Do you own any animals _____

If yes Explain _____

Have you ever claimed diplomatic immunity _____

If Yes please explain: _____

Have you or any one that will occupy apartment ever been arrested or indicted for or convicted of a felony or misdemeanor? _____

If yes Explain: _____

**Page -3-
Lease Application**

BANK REFERENCES

Name of Financial Institution _____

Checking Account Number _____

Savings Account Number _____

Accountant Name and address _____

Accountant Number _____

Please attach copy of Drivers License and Social Security Card If this is for two persons, each person must complete this form.

Notice of Intent to Sublet

CERTIFIED MAIL, RETURN RECEIPT REQUESTED

To:
name of landlord

Landlord

.....
Address

.....
city state zip

Please take notice that the Tenant(s) intend to sublet as follows:

From:
(1).....
name(s) of tenant(s)

Tenant(s)
(The present occupant(s) of the apartment)

(2).....

.....
.address of apartment apt. no.

.....
city state zip

Address of Tenant(s) for term of sublet

Briefly describe those accommodations, e.g., no. of rooms; co-op, condo, house, etc.

.....
address

.....
city state zip

.....
tel. no

Business Address(es) of Tenant(s)

(1)(2).....
business address business address

.....
city state zip city state zip

.....
tel. no. tel. no.

(1)
name(s) of proposed subtenants

(2).....
Permanent home .address

Subtenant(s) (The proposed occupant(s) of the apartment)

.....
city state zip
.....
tel no.

Business address(es) of Subtenant(s)

(1)(2)
business address business address

.....
city state zip city state zip

.....
business tel no. business tel no.

Term of Sublease

From.....:.....19..... To..... 19.....

Date Tenant(s) to move out.....Date Subtenant(s) to move in.....

Is the Subtenant(s) already in occupancy?.....

Tenant(s) reason for subletting.....

Rent for sublet \$.....

Additional rent for furnishings \$.....

Other consideration being paid 5\$.....

Security deposit paid by Subtenant(s) to Tenant(s) \$.....

Was sublet arranged through a broker?..... If so, give name address and telephone number

.....
.....

A copy of the proposed sublease, to which a copy of tenant's lease (if available) has been attached, is annexed to and made part of this Notice.

Consent of Cotenant(s) or Guarantor(s)

The following Cotenant(s) and Guarantor(s) consent to this proposed sublease.

Date:

.....
The named signed must be printed beneath
[] Cotenant [] Guarantor

.....
The named signed must be printed beneath
[] Cotenant [] Guarantor

**Subtenant
Income Statement**

Attach separate statement for each Subtenant.

Gross yearly income from employment
Other income (identify source)

.....
.....
.....
.....

Total Income.....

**Additional Information
Subtenant**

Attach separate page with numbered answers for each additional Subtenant.

(1)Occupation..... (2)
Number of years with present employer. If less than three years, give names and address of previous employers
for three
years.....

..... (3) Names
of any other persons who will occupy apartment with subtenant and relationship to subtenant,

(4) Does the subtenant intend to use the premises in any way for business purposes? If so, explain:

(5) Does the subtenant claim diplomatic immunity?

(6) Will subtenant keep any pets in the apartment? If so, give
details.....

(7) Have you filed .or has a proceeding been .filed against you in bankruptcy? If so, give
details.....

(8) Are you a co maker or endorser of any obligation? If so, give details.

(9) Other
information.....

Signatures

Tenant(s)
(Share Holder) Date

Subtenant(s).....
Date

Statement of Net Worth

If additional space is required, attach a separate sheet. Attach separate statement of net worth for each subtenant.

Assets

Cash.....	.....
Bank accounts, money market funds, (include name of banks or funds)	
Stocks, bonds,.....	.....
Due from Others (list debtors) .....	.....
Life insurance.....	.....
details (name of company, face amount & cash surrender value)	
.....
Real estate (describe) .....	.....
Other investments (describe) .....	.....
Automotive(s) (describe).....	.....
Other assets (describe) .....	.....
Total Assets	.....

Liabilities

Due to - banks, loan & finance co.'s credit cards, etc.	
(describe).....	.....
Due to others (list creditors) .....	.....
Mortgages on real estate	
.....
Unpaid taxes.....	.....
Other liabilities .....	.....
.....	
Total Liabilities	.....
Net Worth (Total Assets minus Total Liabilities)	.....

**LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR PREVENTION OF LEAD
BASED PAINT HAZARDS-INQUIRY REGARDING CHILD**

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. **IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD.**

If a child under six years of age does not reside in the unit now, but does come to live in it at any time during the year, you must inform the owner in writing immediately. If a child under six years of age resides in the unit, you should also inform the owner immediately at the address below if you notice any peeling paint or deteriorated subsurfaces in the unit during the year.

Please complete this form and return one copy to the owner or his or her agent or representative when you sign the lease/commence occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health explaining about lead based paint hazards when you sign your lease/commence occupancy.

CHECK ONE: A child under six years of age resides in the unit.

A child under six years of age does not reside in the unit.

_____(Occupant
signature)

Print occupant's name, address and apartment #

Certification by owner: I certify that I have complied with the provisions of §27-2056.6 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health pamphlet concerning lead based paint hazards to the occupant

_____(Owner
signature)

RETURN THIS FORM TO

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS OWNER COPY/OCCUPANT COPY

Request for Taxpayer Identification Number and Certification

Name (if joint names, list first and circle the name of the person or entity whose number you enter in Part I below. See instructions as page 2 if your name has changed)

Business Name: (Sole proprietors see instructions on page 2)

Please check appropriate box: Individual/Sole proprietor Corporation Partnership Other _____

Address: (number, street, and apt or suite number)

City, State and zip code _____

Part I - Taxpayer Identification Number (TIN)

Requester's name and address(optional) _____

List account number(s) here (optional) _____

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). For sole proprietors, see the instructions on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How To Get a TIN below.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social Security Number _____

OR

Employer Identification Number _____

Part II

For Payees Exempt From Backup Withholding (See Part 11 instructions on page 2)

Part III

Certification

Under penalties of perjury, I certify that:

1 The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and

2 I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

Certification Instructions - You must cross -out Item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest or dividends on your tax return. For real estate transactions, Item 2 does not apply. For mortgage interest paid, the acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally payments other than interest or dividends, you are not required to sign the certification, but you must provide your correct TIN. (Also see Part 111 Instructions on page 2.)

Sign Here Signature : _____ Date: _____

Section references are to the Internal Revenue Code. .

Purpose of Form.-A person who is required to file an Information return with the IRS must get your correct TIN to report income paid to you, real estate transactions, mortgage Interest you paid, the acquisition or -abandonment of secured property, cancellation of debt, or contributions, you made to an IRA. Use Form W-9 to give your correct TIN to the requester(the person requesting your TIN) and when applicable

- (1) to certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- (2) to certify you are not subject to backup withholding, a
- (3) to claim exemption from backup withholding if you are an exempt payee. Bring your correct TIN and making -the appropriate certifications wig prevent . certain payments from being subject to backup withholding.

Note: a requester gives you a form other a W-9 to request your TIN, you must use the requester's form !f it is substantially similar to this Form W-9..

What b Backup Withholding ? Persons making certain payments to you must withhold and pay to the IRS 31 % of such

payments under certain conditions. This is called 'backup withholding.' Payments that could be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, non employee pay. and certain payments from fishing boat operators. Real estate transactions are not subject .to backup withholding.

If you give the requester your correct TIN. make the proper certifications and report all your taxable. Interest and dividends on your tax return, your payments will not be subject to backup withholding. Payments you receive will be subject to backup-withholding it.

1. You do not furnish your TIN to the requester, or

2 The IRS tells the requester that you furnished an incorrect TIN, or

3. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or

4. You do not certify to the requester that you are not subject to backup withholding under 3 above (for reportable interest and dividend accounts opened after 1983 only),. Or

5. You do not certify your TIN. See the Part (II instructions for exceptions).

Certain payees and payments are exempt from backup withholding and. information reporting. See the Part III instructions and the separate Instructions for the Requester of Form W-0.

How To Get a TIN -If you do not have a MN, apply for one immediately To apply, get Form SS-6, Application for a Social Security Number Card (for individuals), from -your local office of the Social Security Administration, or Form 85-4, Application for Employer Identification Number(for businesses and all other entities), from your local IRS office.

If you do not have a TIN, write 'Applied For' in the space for the TIN In Part I, sign and date the form, and give It to the requester. Generally, You will then have 60 days to get a TIN and give it to the requester. If the requester dose not receive your TIN within 60 days, backup withholding, if applicable, will begin and continue until you furnish your TIN.

STANDARD FORM OF COOPERATIVE APARTMENT SUBLEASE!
THE REAL ESTATE BOARD OF NEW YORK. INC

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

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

THIS SUBLEASE is made as of _____ between
month day year

Owner, the Sublessor, _____
whose address is _____ and You, the
Sublessee _____
whose address is _____

1. APARTMENT AND USE

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

You acknowledge that: (1) 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 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 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

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 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

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 fees You shall pay any such deposit or fee when requested by the Apartment Corporation. You must restore and repair to its original condition these portions of the Apartment affected by those installations and removals. You have not moved out until all persons, furniture and ether 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 properly remaining in line 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 1he 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 option 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 !s obtained

B. APARTMENT CORPORATION'S RULES AFFECTING YOU You will obey all of the Cooperative Documents otter 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, you, 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 any emergency. Owner will not be responsible to You, unless during this entry, any authorized party is negligent or misuses your 2, cce,,

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 any 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 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 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 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 violation of city, state or federal laws or orders and regulations of insurance rating organization concerning 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 Owners 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 e• 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, Owners 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 ~n 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 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 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 action described in subparagraph C below.

C. After a fire, accident or other casualty m 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 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 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) 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 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 for 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 INS 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 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 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 ERECTED AFTER 1978]

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

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

A. You may not keep any pets in the Apartment

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

39. **KEYS**

Owner shall retain keys to all locks of the Apartment. If You make any changes to any such lock, You must deliver keys to Owner, and to the Apartment Corporation or its managing agent. At the end of this Sublease. You must deliver to Owner a!! 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 W-11, 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 (ii) the Apartment 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 Owners default "as been cure;? 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 no way obligate or be binding upon Owner, and this Sublease shall have no force or effect until this Sublease is duly executed by You and Owner and a fully executed copy of this Sublease is delivered to both You and Owner

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

WITNESS:

Owner's Signature _____ (L.S.)

Sublessee's Signature _____ (L.S.)

Sublessee's Signature _____ (L.S.)

GUARANTY

The undersigned Guarantor guarantees to Owner the strict performance of and observance by Sublessee of all the agreements provisions and rules in the attached Sublease Guarantor agrees to waive all notices when Sublessee is not paying rent or not observing and complying with all of the provisions of the attached Sublease Guarantor agrees to be equally liable with Sublessee so trial Owner, may sue Guarantor directly without first suing Sublessee

The Guarantor further agrees that this guaranty shall remain n fu41 effect ever if the Sublease is renewed changed or extended m 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 _____

BACKGROUND CHECK APPLICATION

Applicant(s) Information and Signature Release

Print Clearly - All Fields are Required 2 pages

(Note: Tenant requests are per applicant and not filed per bureau compliance)

Applicant Full Name: _____
First Middle Last

SSN#: _____ - _____ - _____ DOB: _____ / _____ / _____

Address: _____ APT# _____

CITY: _____ State: _____ ZIP: _____

Former Address (if not a present address for 2 years)

Drivers License # _____

Current Bank Account Number _____

Current Bank Routing Number _____

CURRENT LANLORD INFORMATION: NO P.O BOXES

Name: _____
First Middle Last

Phone #: _____ Address: _____ APT #: _____

City: _____ State: _____ Zip: _____

CURRENT EMPLOYER INFORMATION:

Name of Company: _____

Address of worksite: _____ Apt #: _____

City: _____ State: _____ Zip: _____

Employer Contact Name: _____
First Middle Last

Employer contact phone #: _____

PREVIOUS ADDRESS

Address: _____ APT# _____

CITY: _____ State: _____ ZIP: _____

PREVIOUS LANDLORD ADDRESS AND CONTACT

Name _____

Address: _____ APT# _____

CITY: _____ State: _____ ZIP: _____

Contact Number _____

I Authorize the named Below to obtain a Credit Report, Criminal report, Bad check Writing History, Landlord-Tenant Court Filing, Employment verification including salary and or even eviction check, on me, through American Tenant Screen INC for tenant screening purposes.

Applicant Signature: _____ Date: ____ / ____ /20 ____