

# ***SUBLET APPLICATION***

**Greenbriar Tenants Corp.  
85-15 Main St.  
Briarwood, NY 11435**

**Contact Information:**

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

**(516) 876-4800  
(516) 780-8331 Fax  
Susan@kaled.com**

**Bldg. # 482**

**APPLICATION PACKAGE CHECKLIST:**

The following items must be included with the application:

1. Sublet Application including financial schedules \_\_\_\_\_
2. Copy of the fully executed Sublease \_\_\_\_\_
3. Copy of W-2 forms and federal income tax forms with all attachments for prior two (2) years. Note: All tax returns must be signed and dated. (Please remove Social Security #) (first 2 pages only) for prior two (2)years. \_\_\_\_\_
4. Proof of tax paid (canceled check) or tax refund (copy of bank statement showing deposit) as indicated on the tax due or refund line of the applicants last form 1040 filed. \_\_\_\_\_
5. Letter from landlord or managing agent stating your monthly rent or maintenance, length of tenancy & amount of rent paid. (Previous landlord if living at current resident less then one year) If applicant is selling a residence, please provide copy of pending sale or copy of closing statement. \_\_\_\_\_
6. Letter of employment from the Human Resources Manager or Personnel Director, stating length of employment, title, & salary. (Salary must be disclosed). Two (2) most recent pay stubs from latest payroll check. If employed less than one year, please attach letter from previous employer. If applicant is retired, provide copies of pension or social security award letters. If applicant is self-employed, provide a letter from accountant stating annual income and net worth. Also, please attach latest balance sheet & profit & loss statement. \_\_\_\_\_
7. Two (2) letters of personal reference letters (from non-related parties). \_\_\_\_\_
8. Copies of most recent bank statements for three (3) months. \_\_\_\_\_
9. Credit Check/Criminal Authorization for each subtenant and for all occupants over (18) eighteen years old that will be residing in apartment. **Only in the original copy** \_\_\_\_\_
10. Lead Paint rider, Carbon Monoxide Rider, and Smoke Detector rider Signed and notarized signed by both Shareholder and subtenant \_\_\_\_\_
11. Window Guards rider and sprinkler disclosure \_\_\_\_\_
12. Evidence of renters insurance \_\_\_\_\_
13. Pet Rider \_\_\_\_\_

- All prospective subtenants and everyone living in the apartment are subject to application review and Board interview and approval. The Management Corp. will contact the prospective applicant for interview upon receipt of an acceptable credit check and application review. Should a prospective applicant wish to have an interpreter present at board interview, the Board welcomes such additional individual. Please submit **Six (6) COLLATED COPIES AND ONE (1) ORIGINAL (Totaling seven (7) complete packages).**

\* Submit completed packages to: **Ms. Susan Rubin c/o Kaled Management Corp., 7001 Brush Hollow Road, Westbury, NY 11590.** Please allow three (3) weeks for the processing of the application and Board review.

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

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

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

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

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

\* Credit check fee of **\$75.00 per person payable to Kaled Management Corp. (applicant)**

\* **Applicant** - Move in deposit of **\$500.00 payable to Greenbriar Tenants Corp.** refundable assuming the Cooperative's moving policy is not violated.

\* **Shareholder**- Move out deposit of **\$500.00 payable to Greenbriar Tenants Corp.** is refundable assuming the Cooperative's moving policy is not violated.

\* Enclose a check in the amount of **\$100.00 payable to Greenbriar Tenants Corp.** for administration fee

\* **Shareholder** to pay sublet fee of Twenty Five (25%) percent of the annual maintenance billed monthly. This will be billed on you maintenance statement.

**Sublet Application**

Application is herewith submitted for the sublet of \_\_\_\_\_ shares of common stock of Greenbriar Tenants, Corp. and for the right of residency in apartment # \_\_\_\_\_.

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

1. Applicant's Name: \_\_\_\_\_

2. Social Security (last 4 digits): \_\_\_\_\_

3. Home Address: \_\_\_\_\_

4. Home Telephone #: \_\_\_\_\_

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

**10. Co-Applicant Employee:**

Present Employer: \_\_\_\_\_

Business Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Current salary: \_\_\_\_\_

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

Persons to contact for reference: \_\_\_\_\_ Telephone: \_\_\_\_\_

11. Estimated Annual Income from employment(s):

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

Co-Applicant: \$ \_\_\_\_\_

From all other sources: \$ \_\_\_\_\_

Total: \$ \_\_\_\_\_

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

Name of Accountant: \_\_\_\_\_

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

Phone number: \_\_\_\_\_

Income:

Annual Salary: \_\_\_\_\_

Fees/Commissions: \_\_\_\_\_

Interest: \_\_\_\_\_

Dividends: \_\_\_\_\_

Other: \_\_\_\_\_

13. Does applicant/co-applicant wish to maintain any pets? \_\_\_\_\_

If so, specify the type and number: \_\_\_\_\_

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

Name	Relationship	Age
_____	_____	_____
_____	_____	_____

\_\_\_\_\_

15. When will you move in: \_\_\_\_\_?

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

\_\_\_\_\_

If so, state full details: \_\_\_\_\_

**17. References:**

List two references (non- family)

1. Name \_\_\_\_\_

Address \_\_\_\_\_

2. Name \_\_\_\_\_

Address \_\_\_\_\_

**18. Present Landlord:**

Name \_\_\_\_\_

Address \_\_\_\_\_

Dates of Occupancy: From: \_\_\_\_\_ to \_\_\_\_\_

Rent: \_\_\_\_\_

**19. 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\*\***

20. If you know any persons presently residing at the Greenbriar?

Please list their names: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

21. Address of all additional residences owned or leased:

\_\_\_\_\_  
\_\_\_\_\_

22. Real Estate Agent's Name: \_\_\_\_\_

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

Telephone Number: \_\_\_\_\_

23. Financial (Applicant/Co-Applicant)

Bank (Personal Account) \_\_\_\_\_

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

Type of account: \_\_\_\_\_

Bank Address: \_\_\_\_\_

Type of account: \_\_\_\_\_

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

26. Are there any tax liens outstanding against you? If so, please state the circumstances.

\_\_\_\_\_

27 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 Greenbriar Tenants, Corp.

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

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

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

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



YEARLY INCOME AND EXPENSE STATEMENT

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



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

CREDIT CHECK AUTHORIZATION

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_

Signature

Dated

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

CREDIT CHECK AUTHORIZATION

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Dated

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: \_\_\_\_\_

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

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

The undersigned applicant(s) is (are) submitting an application to purchase/sublease the above referenced apartment.

Applicant has submitted payment for certain fees including but not limited to fees to check applicants' credit and to process this application.

Applicant acknowledges that the application to purchase/sublet the apartment may or may not be approved by the Board of Directors of the Cooperative Corporation owning the building in its sole discretion and that if the application is approved or not approved certain costs and expenses will be incurred and the fees described above will not be refunded to the applicants.

The applicant(s) releases both the cooperative corporation and 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: \_\_\_\_\_



**WINDOW GUARDS REQUIRED**

**NOTICE TO OWNER**

**You are required by law** to have window guards installed if child 10 years of age or younger live in your apartment.

**Your landlord is required by law** to install window guards in your apartment:

- If you **ask** him to put in window guards at any time (you need not give reason)
- If a child 10 years of age or younger lives in your apartment

**It is a violation of law** to refuse, interfere with installation, or remove window guards where required.

**CHECK ONE:**

- CHILDREN 10 YEARS OF AGE  
OR YOUNGER LIVE IN MY APARTMENT
- NO CHILDREN 10 YEARS OF AGE OR  
YOUNGER LIVE IN MY APARTMENT
- I WANT WINDOW GUARDS EVEN  
THOUGH I HAVE NO CHILDREN  
10 YEARS OF AGE OR YOUNGER

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

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

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

**FOR FURTHER INFORMATION CALL:**

Window Falls Prevention Program  
New York City Department of Health  
125 Worth Street, Room 222A  
New York, N.Y. 10013  
(212) 566-8082





**THE REAL ESTATE BOARD OF NEW YORK, INC.  
SPRINKLER DISCLOSURE LEASE RIDER**

Pursuant to the New York State Real Property Law, Article 7, Section 231-a, effective December 3, 2014 all residential leases must contain a conspicuous notice as to the existence or non-existence of a Sprinkler System in the Leased Premises.

Name of tenant(s): \_\_\_\_\_  
Lease Premises Address: \_\_\_\_\_  
Apartment Number: \_\_\_\_\_ (the "Leased Premises")  
Date of Lease: \_\_\_\_\_

**CHECK ONE:**

1.  There is NO Maintained and Operative Sprinkler System In the Leased Premises.
2.  There is a Maintained and Operative Sprinkler System In the Leased Premises.

A. The last date on which the Sprinkler System was maintained and inspected was on \_\_\_\_\_.

A **"Sprinkler System"** is a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread (Executive Law of New York, Article 6-C, Section 155-a(5)).

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**Acknowledgment & Signatures:**

I, the Tenant, have read the disclosure set forth above. I understand that this notice, as to the existence or non-existence of a Sprinkler System is being provided to me to help me make an informed decision about the Leased Premises in accordance with New York State Real Property Law Article 7, Section 231-a.

Tenant :	Name: _____	Date _____
	Signature: _____	
	Name: _____	Date: _____
	Signature: _____	
Owner	Name: _____	Date _____
	Signature _____	

## GREENBRIAR TENANTS CORP. FORM

Apartment # Number: \_\_\_\_\_

Home Owner: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Dog: \_\_\_\_\_

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

Breed of Pet: \_\_\_\_\_

Weight of Pet: \_\_\_\_\_

Pets License No: \_\_\_\_\_

Date of Last Shots: \_\_\_\_\_

Date Form Completed: \_\_\_\_\_

### **Note:**

- Please attach recent photograph of pet.
- Also please familiarize yourself with the Pet Policy and penalties for non-compliance of rules.



management corp.

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

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

EMAIL: INFO@KALED.COM

January 29, 2016

All Shareholders of  
Greenbriar Tenants Corp.  
85-15 Main Street  
Briarwood, NY 11435

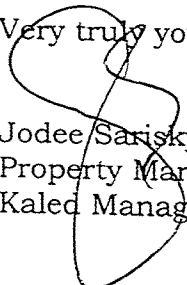
Dear Shareholder(s):

After careful review of the sublet policy, the Board of Directors has decided to revise the policy effective February 1, 2016. The new sublet policy is as follows:

- The sublet fee has been increased to twenty-five percent (25%) of the annual maintenance charge.
- Shareholders must reside in the building for at least five (5) years before the Board will consider allowing them to sublet.
- Shareholders must be current on their maintenance and must remain in good standing for board approval.
- Shareholders will only be permitted to sublet for a maximum of five (5) years.
- A copy of the sublet lease must be sent to management annually and all renewals are subject to Board of Director approval.
- All sublet fees will be charged to your monthly maintenance account.

If you have any questions regarding the above please do not hesitate to contact me. I can be reached at (516) 876-4800 x 342.

Very truly yours,

  
Jodee Sarisky  
Property Manager  
Kaled Management Corp.

## GREENBRIAR PETS POLICY

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Effective 2015, the following is the Pet Policy of the Greenbriar Tenants Corporation:

### **General Responsibilities:**

Shareholders may keep dogs, cats, and contained pets in the Co-op if they follow this policy. Contained pets are a reasonable quantity of animals that are normally kept in a cage, tank, or other container. Examples include fish, birds, rodents, etc. Pets must be of a species and genus that are commonly and traditionally recognized as a domesticated human companion. Pets must be appropriate for the indoor and outdoor space available at the Co-op. The animal must not be one of an endangered species or otherwise under special government surveillance or control. Animals that are exotic, unusual or unknown as pets are not allowed. **No venomous or constrictor snakes or other such animals are allowed in the co-op.**

If a shareholder is not certain as to whether a pet is permitted or needs to be registered with the Co-op, the shareholder is responsible for consulting the Co-op before acquiring the pet.

Pet owners must comply with all state and local laws and ordinances governing pet licensing, vaccinations, and control. Owners must have papers proving that the animal satisfies all governmental controls.

Pet owners must show responsible and reasonable care for their pets.

Pets must be "registered" with the Co-op in accordance with procedures established by the Co-op Board.

No pets are permitted in Co-op common areas (laundry room, meeting room, office, hallways), except to pass through.

### **Registration Required:**

Each dog and cat must be registered with the Managing Agent within 30 days after the dog and/or cat becomes resident in the building.

### **Specific Limitations on Number of Cats and Dogs:**

A Shareholder household may have two dogs or up to four cats. Under no circumstances may any household have more than four uncontained pets. The Board retains the right to impose further limits on pets as the need arises. Nothing in this policy prevents a shareholder from imposing a "No Pets" policy on a sub-lessor.

### **Dogs:**

Dogs weighing 40 pounds or less are permitted. The Co-op Board of Directors reserves the right at any time to prohibit certain breeds of dog from being kept on the premises by building residents.

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## GREENBRIAR PETS POLICY

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### **Fish:**

Households may not have more than 40 gallons of fish aquariums. This is to avoid excessive condensation problems and water damages from accidents.

### **Breeding:**

Insect breeding, research, or pet breeding on the Co-op grounds is prohibited.

### **Condition of Animals**

All dogs and cats must be up-to-date with rabies vaccines (which is required by law). All dogs and cats must be spayed or neutered. Puppies and kittens, both male and female, should be spayed by six (6) months of age.

### **Certificate from Humane Society**

A certificate from the ASPCA or other humane society or a veterinarian that proves that a dog or cat has been spayed or neutered and vaccinated for rabies must be filed with the Co-op when the pet is registered with the Co-op, or within one month of the pet turning the required age.

Exceptions may be granted by the Co-op Board which waive or delay these requirements. An exception requires a written statement from a vet indicating that the animal should not be spayed or neutered. There will be no exceptions for the requirement that dogs and cats be vaccinated for rabies.

### **Nuisance**

Shareholders must clean up after their pets (stoop and scoop). Shareholders must repair any damage a member's personal property and to Co-op property caused by their pets. Shareholders must control their pets to prevent any chronic barking/howling or other noise that disturbs other shareholders. Animals must be contained to the owner's unit. Dogs must be leashed at all times when passing through co-op common areas (lobby, hallways, etc.).

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HOUSE RULES

(1) The public halls and stairways of the Residential Unit shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building, and the fire towers shall not be obstructed in any way.

(2) No patient of any doctor who has offices in the building shall be permitted to wait in the lobby.

(3) Children shall not play in the public halls, courts, stairways, fire towers or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.

(4) No public hall above the ground floor of the building shall be decorated or furnished by any Lessee in any manner without the prior consent of all the Lessees to whose apartments such hall serves as a means of ingress and egress. In the event of disagreement among such Lessees, the Board of Directors shall decide.

(5) No Lessee shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or television loud speaker in such Lessee's apartment between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants of the building. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 8:30 a.m. and 5:00 p.m.

(6) No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the building.

(7) No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Lessor or the managing agent, nor shall anything be projected out of any window of the building without similar approval.

(8) No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the Lessor or the managing agent.

(9) No tricycles, bicycles, scooters or similar vehicles shall be allowed in a passenger elevator and baby carriages and the abovementioned vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the building.

(10) Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the Lessor.

(11) Kitchen supplies, market goods and packages of every kind are to be delivered only at the service entrance of the building and through the service elevator to the apartments when such elevator is in operation.

(12) Trunks and heavy baggage shall be taken in or out of the building through the service entrance.

(13) Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or the managing agent of the building may direct.

(14) Water closets and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.

(15) No Lessee shall send any employee of the Lessor out of the building on any private business of a Lessee.

(16) No bird or animal shall be kept or harbored in the building unless the same in each instance have been expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor. In no event shall dogs be permitted on elevators or in any of the public portions of the building unless carried or on leash. No pigeons or other birds or animals shall be fed from the



window sills, terraces, balconies or in the yard, court spaces or public portions of the building, or on the sidewalks or street adjacent to the building.

(17) No radio or television aerial shall be attached to or hung from the exterior of the building without the prior written approval of the Lessor or the managing agent.

(18) No vehicle belonging to a Lessee or to a member of the family or guest, subtenant or employee of a Lessee shall be parked in such manner as to impede or prevent ready access to any entrance of the building by another vehicle.

(19) The Lessee shall use the available laundry facilities only upon such days and during such hours as may be designated by the Lessor or the managing agent.

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

(21) Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms, maid's rooms, closets, and foyers.

(22) No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the consent of the Lessor or its managing agent.

(23) The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee during 10 days after notice in writing from the Lessor or the managing agent to clean the windows, such cleaning may be done by the Lessor, which shall have the right, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the Lessee.

(24) The passenger and service elevators, unless of automatic type and intended for operation by a passenger, shall be operated only by employees of the Lessor, and there shall be no interference whatever with the same by Lessees or members of their families or their guests, employees or subtenants.

(25) Complaints regarding the service of the building shall be made in writing to the managing agent of the Lessor.

(26) Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.

(27) If there be a garage in the building, the Lessee will abide by all arrangements made by the Lessor with the garage operator with regard to the garage and the driveways thereto.

(28) The following rules shall be observed with respect to refuse disposal:

(i) All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel.

(ii) Debris should be completely drip-free before it leaves the apartment and carried to the incinerator closet in a careful manner and in a drip-proof container; then placed into the flue hopper so it will drop into the flue for disposal.

(iii) No bottles or cans shall be dropped down the flue before 10:00 a.m. or after 5:00 p.m., but shall be left in a neat manner in the service elevator area, if such items must be disposed of before 10:00 a.m. or after 5:00 p.m.

(iv) Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into hopper opening. Small items of this nature may be left in a neat manner on the incinerator closet floor. Bulky items should be left at service elevator area between 10:00 a.m. and 6:00 p.m. and service employee summoned to dispose of them by way of the service elevator.

(v) Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible or noxious substances or lighted cigarettes or cigar stubs be thrown into the incinerator flue.

(vi) Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed through hopper door panel into flue.

(vii) The superintendent shall be notified of any drippings, or moist refuse appearing on incinerator closet floor and corridors.

(29) No Lessee shall install any plantings on the terrace, balcony or roof without the prior written approval of the Lessor. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet wall flashing, with a floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the Lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.

(30) The agents of the 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 inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests. If the Lessor takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the Lessee, as additional rent.

(31) These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.

(32) No employee of Lessor may be used by any Lessee for the private business of any Lessee without the prior written consent of the Board of Directors having first been obtained in each instance. The holders of Unsold Shares shall have the right to use employees of the Apartment Corporation in the preparation of vacant apartments for sale or to do work in connection with apartments to which Unsold Shares are allocated, and the holders of Unsold Shares will pay the Apartment Corporation the hourly wages of the employees involved for the time during which they were actually employed on such business. Such employment may not interfere with the regular duties of said employees.

# SUBLEASE AGREEMENT

ONE YEAR ONLY

The parties agree as follows:

**Date of this Sublease:** 19

**Parties to this Sublease:** Overtenant:  
Address for notices:  
You, the Undertenant:  
Address for notices:

If there are more than one Overtenant or Undertenant, the words "Overtenant" and "Undertenant" in this Sublease includes them.

**Information from Over-Lease:** Landlord:  
Address for notices:  
Overtenant:  
Address for notices:  
Date of Over-Lease: 19

**Term:** Term: from: 19 to: 19  
A copy of the Over-Lease is attached as an important part of the Sublease.

**Term:** 1. years: months: Beginning: 19  
ending: 19

**Premises rented:** 2.

**Use of premises:** 3. The premises may be used for

**Rent:** 4. The yearly rent is \$ . You, the Undertenant, will pay this yearly rent to the tenant in twelve equal monthly payments of \$ . Payments shall be paid in \$ on the first day of each month during the Term.

**Security:** 5. The security for the Undertenant's performance is \$ . Overtenant states the tenant has received it. Overtenant shall hold the security in accordance with Paragraph Over-Lease.

**Agreement to lease and pay rent:** 6. Overtenant sublets the premises to you, the Undertenant, for the Term. Overtenant states that it has authority to do so. You, the Undertenant, agree to pay the Rent and other charges as required in the lease. You, the Undertenant, agree to do everything required of you in the Sublease.

**Notices:** 7. All notices in the Sublease shall be sent by certified mail, "return receipt requested".

**Subject to:** 8. The Sublease is subject to the Over-Lease. It is also subject to any agreement to which the Over-Lease is subject. You, the Undertenant, state that you have read and initialed the Over-Lease and will not do otherwise in any way.

**Overtenant's duties:** 9. The Over-Lease describes the Landlord's duties. The Overtenant is not obligated to perform the Landlord's duties. If the Landlord fails to perform, you, the Undertenant, must send the Overtenant a written notice. Upon receipt of the notice, the Overtenant shall then promptly notify the Landlord and demand that the Over-Lease agreements be carried out. The Overtenant shall continue the demands until the Landlord performs.

**Consent:** 10. If the Landlord's consent to the Sublease is required, this consent must be received within \_\_\_\_\_ from the date of this Sublease. If the Landlord's consent is not received within this time, the Sublease will be void. In such event all parties are automatically released and all payments shall be refunded to you, the Undertenant.

**Adopting the Over-Lease and exceptions:** 11. The provisions of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease are binding on you, the Undertenant, except these:  
a) These numbered paragraphs of the Over-Lease shall not apply:  
  
b) These numbered paragraphs of the Over-Lease are changed as follows:

- No authority: 12. You, the Undertenant, have no authority to contact or make any agreement with the Landlord about the premises or the Over-Lease. You, the Undertenant, may not pay rent or other charges to the Landlord, but only to the Overtenant.
- Successors: 13. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights or take the place of the Overtenant or you, the Undertenant. Examples are an assign, heir, or a legal representative such as an executor of your will or administrator of your estate.
- Changes: 14. This sublease can be changed only by an agreement in writing signed by the parties to the Sublease.
- Signatures:

OVERTENANT:

You, the UNDERTENANT:

Witness:

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

- Date of Guaranty: 19
- Guarantor and address:
- Reason for Guaranty: 1. I know that the Overtenant would not rent the premises to the Undertenant unless I guarantee Undertenant's performance. I have also requested the Overtenant to enter into the Sublease with the Undertenant. I have a substantial interest in making sure that the Overtenant rents the premises to the Undertenant.
- Guaranty: 2. The following is my Guaranty:  
I guaranty the full performance of the Sublease by the Undertenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.  
In addition, I agree to these other terms:
- Changes in Sublease have no effect: 3. This Guaranty will not be affected by any change in the Sublease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will be binding even if I am not a party to these changes.
- Waiver of notice: 4. I do not have to be informed about any failure of performance by Undertenant. I waive notice of nonpayment or nonperformance.
- Performance: 5. If the Undertenant fails to perform under the Sublease, the Overtenant may require me to perform without first demanding that the Undertenant perform.
- Waiver of jury trial: 6. I give up my right to trial by jury in any claim related to the Sublease or this Guaranty.
- Changes: 7. This Guaranty of payment and performance can be changed only by written agreement signed by all parties to the Sublease and Guaranty.
- Signatures:

WITNESS:

GUARANTOR:

STATE OF \_\_\_\_\_ COUNTY OF \_\_\_\_\_ ss.:  
On 19 \_\_\_\_\_ before me personally appeared

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