

440 Mamaroneck Ave., Suite S 512 Harrison, New York 10528 (914) 725-3600 F: (914) 725-6453 98-20 Metropolitan Ave., Suite 1 Forest Hills, New York 11375 (718) 544-0800

750 Kappock Apartments Corp. SUBLETTING PROCEDURES RE: APARTMENT _____

In response to your request for consent by the Board of Directors to the sublet of your apartment, listed below are the requirements for both the shareholder and prospective subtenant.

FROM THE SHAREHOLDER

- 1. Shareholders must apply for sublet consideration in writing to the Board of Directors, stating their intentions of returning to the apartment after the sublease period.
- 2. Fully executed Sublease agreement (Blumberg P193 form).
- 3. A refundable move-out fee of \$1000.00 payable by Certified Check payable to 750 Kappock Apartments Corp.
- 4. Signed W-9 Form

FROM THE PROSPECTIVE SUBTEMANT

- 1. Sublease application (attached)
- 2. Three business reference letters, all must be on company letterhead.
- 3. Three social references letters, reference must know applicant for at least five (5) years.
- 4. Landlord reference letter (if you own your own residence, a letter stating your intentions, selling it, etc.).
- 5. Employer reference letter stating salary or most recent W2 form.
- 6. Copy of first two (2) pages of the last years 1040.
- 7. House Rules acknowledgement to be signed by each subtenant (attached).
- 8. A refundable move-in fee of \$1000.00 payable to 750 Kappock Apartments Corp. by Certified Check.
- 9. A **Certified Check**, in the amount of **\$450.00** plus **\$150** per applicant (non-refundable), payable to **GARTHCHESTER REALTY** which represents the application and credit check fees. (Authorization form attached).

Please submit one (1) original and seven (7) collated sets of the completed packages (<u>NO</u> <u>DOUBLE SIDED COPIES</u>) to:

GARTHCHESTER REALTY 440 MAMARONECK AVE., S-512 HARRISON, NY 10528 Attn: Sublease Department

In addition to, please be advised that the Board of Directors reserves the right to require additional information during the review and interview process.

MOVE-IN AND MOVE-OUT CAN ONLY BE ARRANGED THROUGH MANAGEMENT. FIVE DAYS NOTICE MUST BE GIVEN. MOVES ARE ON A FIRST COME FIRST SERVE BASIS. THEY ARE ALLOWED MONDAY THROUGH FRIDAY BETWEEN THE HOURS OF 9 A.M. AND 5 P.M. ABSOLUTELY NO MOVES ARE ALLOWED ON WEEKENDS, EVENINGS, OR HOLIDAYS.

SUBLET FEE: The fee for the first year of a sublet would be **10% of the monthly rental not the maintenance**. The processing fee would be **\$500 for the first year** and **\$1000 for the second year**, if the extension is approved.

TERMS OF SUBLET: THE POLICY OF THE CO-OP HAS BEEN AND CONTINUES TO BE A MAXIMUM 2 YEAR SUBLET OUT OF EVERY 4 YEAR PERIOD. IN THE LIGHT OF THE PRESENT ECONOMIC CIRCUMSTANCES THE BOARD OF DIRECTORS VOTED TO CONSIDER AN ADDITIONAL YEAR EXTENSION OF SUBLEASES IF THE CURCUMSTANCES SO WARRANT.

SECURITY DEPOSIT: THREE MONTHS MAINTENANCE TO BE HELD IN AN INTEREST BEARING ACCOUNT.

750 KAPPOCK APARTMENTS CORPORATION

APPLICATION FOR PURCHASE OR SUBLEASE

			Date:
Apartment #:	Number of Shares:		
Proposed Seller (Sublessor):			
Address:			
Home #:		Business #:	
Proposed Purchaser (Subleess	see):		
Home Address:			
Phone #:		-	
Business Address:			
Phone #:		-	
Business Occupation and Pos	ition:		
# of years with firm:	If less than two years,	, previous business:	
Address:			
Phone #:		-	
Names of persons who will or			
		-	
Names of children or unattend	ded young adults:	-	
Address and length of time of	any additional residen	nces owned or leased:	

Will this apartment be your main residence?				
If not, approximate number of days per month you will be using this apartment:				
Address and phone number of main residence:				
Will you be conducting any business from this apartment?				
Do you have any hobbies that might affect your neighbors such as, musical instruments, etc.?				
Do you have pets? If yes, what kind?				
Is this your first time purchasing (leasing) a Co-op?				
If no, where else have you owned?				
How much insurance do you plan to carry on your apartment and belonging?				
Do you require a security guard?				
Do you plan to do any renovation to the apartment? If yes, please specify:				

SUBLEASE AGREEMENT Blumberg - P193

The parties agree as fol	lows:
Date of this Sublease:	
Parties to this Sublease:	Over-tenant: Address for notices:
	You, the Under-tenant:Address for notices:
	If there are more than one Over-tenant or Under-tenant, the words "Over-tenant" and "Under- tenant" used in this Sublease includes them.
Information from Over-lease:	Landlord: Address for notices:
	Over-tenant: Address for notices:
	Date of the Over-lease: Term: From To To A copy of the Over-lease is attached as an important part of the Sublease.
Term:	1 Years Months - Beginning: Ending:
Premises Rented:	2
Use of Premises:	3. The premises may be used for only.
Rent:	4. The yearly rent it \$ You, the Under-tenant, will pay this yearly rent to the Over-tenant in twelve (12) equal monthly payments of \$ Payments shall be paid in advance on the first day of each month during the Term.
Security:	5. The security for the Under-tenant performance is \$ Over-tenant state that Over-tenant has receive it. Over-tenant shall hold the security in accordance with paragraph of the over-lease.
Agreement to lease and pay rent:	6. Over-tenant sublets the premises to you, the Under-tenant, for the Term. Over-tenant states that is has authority to do so. You, the Under-tenant, agrees to pat the Rent and other charges as required in the sublease. You, the Under-tenant, 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 Under-tenant, state that you have read and initialed the Over-lease and will not violate it in an way.
Over-tenant's duties:	9. The Over-lease describes the Landlord's duties. The Over-tenant is not obligated to perform the Landlord's duties. If the Landlord fails to perform, you, the Under-tenant, must send the Over-tenant a notice. Upon receipt of the notice, the Over-tenant shall then promptly notify the landlord and demand that the Over-lease agreements be carried out. The Over-tenant shall continue the demands until the Landlord performs.
Consents:	10. If the Landlord's consent to the Sublease is required, this consent must be received within days 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 Under-tenant.
Adopting the Over-lease and Exceptions:	 11. The provision of the Over-lease are part of this Sublease. All the provisions of the Over-lease applying to the Over-tenant are binding you, the Under-tenant, except these: a) These numbered paragraphs of the Over-lease shall not apply:

No Authority: 12. You, the Under-tenant, have no authority to contact or make any agreement with the Landlord about the premises or the Over-lease. You, the Under-tenant, may not rent or other charges to the Landlord, but only to the Over-tenant.

Successors:13. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the
rights take the place of the Over-tenant or you, the Under-tenant. Examples are an assign,
heir or 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:

OVER-TENANT:

You, the UNDER-TENANT:

Witness:

STATE OF ______ COUNTY OF ______ S.S: ______ On ______ before me personally appeared before me and known to me to be the Individual(s) described in and who executed the foregoing Sublease, and duly acknowledged before me and the he/she executed the same.

Date of Guarantee:		
Guarantor and Address:		
Reason for Guaranty:	1 I know that the Ove	er-tenant would not rent the premises to the Under-tenant
Guaranty.	unless I guarantee tenant to enter into	Under-tenant's performance. I have also requested the Over- o the Sublease with the Under-tenant. I have a substantial sure that the Over-tenant rents the premises to the Under-
Guaranty:		performance of the Sublease by the under-tenant. This Guaranty thout any condition. It includes, but is not limited to, the payment
Changes in Sublease:	3. This Guaranty will i includes, but is not	e to these other items: not be affected by any change in the Sublease, whatsoever. This t limited to, any extension of time or renewals. The Guaranty will I am not a party to these changes.
Waiver to notices:		informed about any failure of performance by the under-tenant. on-payment or non-performances.
Performances:		t fails to perform under the Sublease, the Over-tenant may require 10ut first demanding that the Under-tenant perform.
Waiver of Jury Trial:	6. I give up my right to Guaranty.	to Trial by jury in any claim related to the Sublease or this
Changes:		ayment and performance can be changed only by written by all parties to the Sublease and Guaranty.
Signatures:	WITNESS:	GUARANTOR:

GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE

AUTHORIZATION FOR THE RELEASE OF CONSUMER CREDIT REPORT INFORMATION TO THE FOLLOWING COMPANY OR CORPORATION

I ________ hereby authorize Garthchester Realty and the agencies used by this company or corporation, the release of, and/or permission to obtain and review, full consumer credit report information from the credit reporting agencies and/or their vendors. Without exception this authorization shall supersede and retract any prior request or previous agreement to the contrary. Copies of this authorization, which show my signature, have been executed by me to be as valid as the original release signed by me.

Compliance by the Subscriber with all provisions of the Federal Fair Credit Reporting Act (Public Law 91-508, 15 U.S.C. Section 1681 ET SEQ., 604-615) and the Consumer Credit Reporting Act (California Civil Code Sec. 1785.1-1785.34) or other jurisdictional requirements. Information will be requested only for the Subscriber's exclusive use, and the Subscriber will certify for each request the purpose for which the information is sought and that the information will be used for no other purposes.

X BY WRITTEN AUTHORIZATION OF THE CONSUMER TO WHOM IT RELATES

Signature:	Date:	
Printed Name:		
Social Security Number:	Phone #:	
Current Address:		

750 KAPPOCK APT. CORP. HOUSE RULES

USE OF COMMON AREAS

- 1. The public halls, stairways and lobby of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building.
- 2. Children shall not play in the lobby, public halls, laundry room, stairways, landscaped grounds, gym, or elevators, or on the roof of the building.
- 3. No recreational activities are allowed on the landscaped grounds.
- 4. No decoration of public space or placing of any objects in hallways is permitted.
- 5. No article, such as doormats, umbrellas, shoes, rubber boots, or sleds shall be placed in the halls or on the staircase landings or elevators, nor shall anything be hung or shaken from the doors, windows, terraces, balconies, or roofs or placed upon the windowsills or ledges of the building. No bicycles, scooters, strollers, baby carriages or other wheeled items shall be allowed to stand in the halls, passageways, or other public areas of the building. Anything left outside an apartment is subject to removal by building personnel.
- 6. Building notices shall be exhibited on building bulletin boards. Nothing shall be taped or adhered to apartment doors. Decorations in public areas are the sole prerogative of the Board of Directors.
- 7. Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the board or the managing agent.
- 8. Except for posted parcels and restaurant deliveries, all other items of every kind, including bulk deliveries, must be delivered through the service entrance to the building.
- 9. Compactor rooms must be kept empty of all non-recyclable garbage and refuse except for newspapers and recycling bins. All non-recyclable garbage must be disposed of in compacting chutes in tied plastic bags. If non-recyclable garbage or refuse does not fit down the chutes, it must be brought down to the main compactor room in the basement. All corrugated boxes should be collapsed and taken to the basement compactor room.
- 10. All cars belonging to garage space owners must exhibit a decal and have car's description registered with the Agent and Garage Manager (see Garage Rules).
- 11. No vehicle belonging to a resident or to a member of the family or guest, subtenant, or employee of a resident shall be parked in such a manner as to impede or prevent ready access to the entrance of the building by another vehicle.
- 12. Vehicles shall not idle in front of the building or be left unattended. Delivery vehicles are permitted as long as they are not blocking other vehicles.

- 13. All persons using bicycles, scooters, roller blades/in-line skates must walk them through the lobby in an orderly fashion. Small children using the above vehicles must be supervised by a responsible adult (parent, grandparent, babysitter etc). Any damage to property will be the responsibility of the appropriate tenant.
- 14. Anyone defacing the building, or its contents will be held responsible for the repair or replacement of such property.
- 15. No radio or television aerial, satellite dish, etc. shall be attached to or hung from the exterior of the building.
- 16. Elevator number two (next to Apartment #101) has been designated as a "service elevator" for all construction material, move-ins, furniture delivery etc.
- 17. The carts in the laundry room are to be used only in that designated area. They are **NOT** to be removed from the room.
- 18. The roof is off limits to all persons except for authorized personnel or in emergencies.
- 19. All pets must be curbed off of our property and must be kept off the landscaped areas. Dogs must be kept on a short leash at all times when out of the owner's apartment and on the property of the cooperative. Pet owners must take special care when walking their pet through the front entrance. Damages caused by pets to property and/or persons are the sole responsibility of the pet owner, who shall pay for damages caused by the pet. Hired dog walkers will be permitted to enter or exit the building with one dog at a time. Excessive dog barking is not permitted.
- 20. Smoking is not allowed in common areas of the building nor on the outside property.
- 21. No Lithium-ion battery powered bicycles (e-bikes), scooters (e-scooters), hover-boards or similar lithium-ion battery powered personal transportation or mobility devices of their batteries may be kept, stored, or charged in any of the building grounds, garages, or apartments of 750 Kappock Apt Corp.

USE OF APARTMENTS

- 1. All apartments are considered to be used for private dwellings only, except for those specified as professional apartments in the certificate of occupancy.
- 2. No Lessee shall make 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 stereo, radio, or television in such Lessee's apartment between the hours of 11:00 o'clock pm and the following 8:00 o'clock am 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 9:00 o'clock am and 5:00 o'clock pm.
- Unless expressly authorized by the Managing Agent, the floors of each apartment must be 750 Kappock Apt House Rules April 2023

covered with rugs or carpeting including proper matting or equally effective noise- reducing material, to the extent of at least 80 percent of the floor of each room except kitchens, pantries, bathrooms, and closets.

- 4. No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale or tag sale be held in any apartment without written consent of the board and its managing agent. Rules for these events must be obtained from the managing agent. Resident is responsible for strict adherence to said rules.
- 5. The managing agent, and any other contractor or workman authorized by said agent, 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 managing agent takes measures to control or exterminate said vermin, the cost thereof shall be payable by the resident.
- 6. The use of clothes washing machines within individual apartments is prohibited.
- 7. The top of the garage is not a public area, and no use thereof of any kind whatsoever is to be made by tenants or others (except for the designated portions of the roof that form a part of the terrace area assigned to apartments # 101 and # 115 respectively). Tenants shall be responsible that their children, guests, and others comply fully with this rule.

SHAREHOLDER RESPONSIBILITIES

- 1. All residents and shareholders must retain homeowner's insurance to protect themselves and their apartment.
- 2. No resident shall hire or utilize the services of any building employee for private business during that employee's workday.
- 3. Shareholders have the right to sublet their apartments for one year with Board approval, provided they had resided in the apartment for at least two years prior to such sublet. At the end of the year, the Board of Directors will decide whether to extend the sublet for one additional year. A monthly sublet fee equal to 10% of the rent charged will be charged to the shareholder. If the lessee sublets and should default in the payment of any rent, the lessor shall receive from the subtenant the rent due. Subletters are prohibited from having dogs. Shareholders who sublet their apartment must supply the equivalent of three months maintenance as a security deposit prior to the beginning of the sublease.
- 4. Shareholders should leave a copy of their apartment keys with the Superintendent who will place them in a special "Lockbox". If the shareholder does not comply, he or she will be responsible for any damage done to the apartment door in order to gain entry in an emergency.
- 5. Residents should not feed squirrels. birds or any other wild animals from windowsills, terraces, and other public areas since it can create health problems for other residents in the building.
- Residents of apartments are restricted to ownership of no more than one dog at a time. 750 Kappock Apt House Rules April 2023

- 7. Resolved, that, except as otherwise provided in paragraph 38 of the Proprietary Lease, no Lessee shall be permitted to transfer or assign an apartment unless such Lessee shall first have physically resided in that apartment for a period of not less than one (1) year.
- 8. Only an individual or individual (s) or an irrevocable trust created by shareholder (s) can be owners of shares in the cooperative.
- 9. If residents fall behind in apartment maintenance for one month, they will be subject to losing their storage bin rental and bike hook.
- 10. The Coop is not responsible for any package or other items held by building personnel. Notification will be through Building Links and on screen in Lobby. However, stickers are placed on the mailboxes for those tenants without computer access, receiving packages.

TERRACES

- 1. No charcoal or gas barbecue grill or cooking fire of any kind is permitted on any terrace. Use of such equipment violates existing fire laws.
- No new terrace enclosures are permitted. The terrace floor must be accessible for inspection. Terrace enclosures are the responsibility of residents. Maintenance of the balcony railing, and slab are the responsibility of the building.
- 3. Plants are allowed on terraces as long as they are hung inside the railing. They must be carefully maintained to prevent moisture damage to terrace floor. Painting of terrace walls is not permitted.
- 4. Per NYC Ordinance: Smoking is never allowed on balconies or terraces. Cigarette or cigar butts must never be tossed out of a window or over a balcony or terrace.

BOARD OF DIRECTORS

- Members of the Board of Directors must be resident shareholders in good standing, residing on premises > 9 months/year, and without legal action against the cooperative. No board member may be more than 30 days in arrears.
- 2. The Board of Directors may impose appropriate penalties for violation of any of these House Rules, including reimbursement of expenses incurred.
- 3. Failure to pay any fee required under rules promulgated by the Board of Directors results in a lien on the shares allocable to that apartment.
- 4. A \$175 document fee is collected for reissuing of lost stock certificate, name changes, refinancing, alteration agreements, etc.
- 5. These House Rules may be added to, amended, or repealed at any time by resolution of the Board of Directors. Any consent or approval given under these House Rules by said Board shall be revocable at any time.

At this time, the Board of Directors have voted on instituting the following fine structure. This was done after careful consideration as there have been numerous house rule violations over the last few months. These fines bring us in line with comparably sized Coops in Riverdale and will be enforced starting immediately.

Infraction	1st time	2nd Time	3rd Time	Thereafter
Dogs off leash anywhere in or on property	Warning Letter	\$100	\$300	\$500
Dogs urinating or defecating anywhere in or on property	Warning Letter, plus any cost to remedy damage	\$150	\$300	\$500
Hoteling of apartments	1 month maintenance	1 Month Maintenance, termination Proprietary Lease	N/A	N/A
Improper disposal of trash, including leaving large boxes in Chute area and foods or beverages in Recycle Bins	Warning Letter	\$25	\$50	\$100

750 KAPPOCK APARTMENTS CORP.

RECYCLING-TRASH DISPOSAL

Procedures for Compactor Rooms

GREY CONTRAINERS	BLUE CONTAINERS	SINK
MIXED PAPERS	RINSE CLEAN: METAL, GLASS & <i>PLASTIC</i>	PRINTED MATERIAL
YES	**YES**	**YES**
Paper, envelopes, junk mail, bills, wrapping paper, paper bags, smooth cardboard, white or colored paper	Milk & juice cartons, plastic & glass bottles, metal cans, aluminum foil wrap & trays (cleaned), small household items	Softcover books, newspapers, magazines, catalogues and telephone books
NO Soiled paper cups and plates, napkins, paper towels or tissues, plastic or wax-coated paper	**NO** Styrofoam food containers, plastic bags, wrap, utensils, plates, cups an window glass	** NO ** Hardcover books

► Go to www.irs.gov/FormW9 for instructions and the latest information.

	2 Business name/disregarded entity name, if different from above				
Is on page 3.	following seven boxes.	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any)			
type	☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶	· · · · · · · · · · · · · · · · · · ·			
Print or type. Specific Instructions	Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is not disregarded from the owner for the tax classification of its owner.				
ecif	Complex to accounts maintained outside the accounts maintained outside the accounts maintained outside the complex to account the				
See Sp	5 Address (number, street, and apt. or suite no.) See instructions. Requester's name and address (optional) 0 0				
0)	6 City, state, and ZIP code				
	7 List account number(s) here (optional)				
Par	t I Taxpayer Identification Number (TIN)				
		rity number			
reside	p withholding. For individuals, this is generally your social security number (SSN). However, for a nt alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other s, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a</i>] - [] - []]			

TIN, later.			-
Note: If the account is in more than one nar	me, see the instructions	for line 1. Also see Wha	t Name and
Number To Give the Requester for quideline	es on whose number to e	enter	

Certification Part II

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 (IRS) 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; and
- 3. I am a U.S. citizen or other U.S. person (defined below); and
- 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

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 you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign	Signature of	
Here	U.S. person ►	

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

• Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)

or

Employer identification number

• Form 1099-S (proceeds from real estate transactions)

Date 🕨

- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest),
- 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.