



Garthchester Realty

www.GarthchesterRealty.com

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

THE BLACKSTONE OWNERS INC.

(rev. 8/2023)

APPLICATION FOR SUBLET

Return to: Garthchester Realty
440 Mamaroneck Ave., S-512
Harrison, NY 10528

INSTRUCTIONS

1. Please complete all sections of the application. If a section is not applicable to you, so state.
2. Purchaser must provide three (3) collated copy of the following documents prior to the Board considering the application. ***Please do not bind, staple or print double-sided.***
 - a. Fully completed application with all attached forms signed.
 - b. A signed copy of your last two (2) years Federal tax returns with all schedules attached. Also a copy of all W-2's submitted with the tax return, as well as last two pay stubs.
 - c. Three (3) personal letters of reference and for each applicant.
 - d. Letter of reference from your past employer stating annual salary and length of employment.
 - e. Letter of reference from current landlord or managing agent.
3. The application, documents and a non-refundable application fee, payable to Garthchester Realty, in the sum of Four Hundred (\$400.00) Dollars plus One Hundred Twenty-Five (\$125.00) Dollars per person (for a background check) must accompany your application. These fees are non-refundable.
4. The board reserves the right to request additional information prior to considering your application.

The information and forms provided on this website are subject to change and may, therefore, not be the most current versions. Accordingly, users of this site are advised to check the date of the forms to make sure it is the most current. Garthchester Realty hereby disclaims responsibility for the reliance by any users of this site on the information contained herein without independent verification of its accuracy.

Owner's Name _____

Telephone: _____

Apt. No.: _____

THE BLACKSTONE OWNERS INC.

COOPERATIVE HOUSING
APPLICATION

NAME _____ SOC. SEC. NO. _____

NAME _____ SOC. SEC. NO. _____

ADDRESS _____ ZIP _____

Phone: Home _____ Business _____

Check One: Rent _____ Home Owner _____ Other _____ Explain _____

If Rent: Landlord Name _____ Telephone _____

No. of Rooms _____ No. of Bedrooms _____ Monthly rent or carrying charge \$ _____

Years at present address _____ If less than 2 years at present,
give former address _____

Title to be held in what names: _____

Source of downpayment and settlement charges: _____

PERSONS TO RESIDE IN APARTMENT: No. of persons _____

| Name | Relationship |
|------|--------------|
|------|--------------|

1. _____

2. _____

3. _____

4. _____

EMPLOYMENT DATA (Purchaser/Subletee)

Current Employer _____ Position/Title _____

Address _____ Dates Employed _____ / _____
From To
Current Salary _____

Phone # _____ Supervisor's Name _____

Previous Employer _____ Position/Title _____

Address _____ Dates Employed _____ / _____
From To
Salary _____

Phone # _____ Supervisor's Name _____

(Co-Purchaser/Co-Subletee)

Current Employer _____ Position/Title _____

Address _____ Dates Employed _____ / _____
From To
Current Salary _____

Phone # _____ Supervisor's Name _____

Previous Employer _____ Position/Title _____

Address _____ Dates Employed _____ / _____
From To
Current Salary _____

Phone # _____ Supervisor's Name _____

THESE QUESTIONS APPLY TO ALL PURCHASERS/SUBLETEES

If a "yes" answer is given to a question in this column, explain on an attached sheet.

| | <u>Purchaser</u> <u>Yes or No</u> | <u>Co-Purchaser</u> <u>Yes or No</u> |
|---|--------------------------------------|---|
| Have you any outstanding judgments? | _____ | _____ |
| In the last 7 years, have you been declared bankrupt? | _____ | _____ |
| Have you had property foreclosed upon or given title or deed in lieu thereof? | _____ | _____ |
| Are you a co-maker or endorser on a note? | _____ | _____ |
| Are you a party in a law suit? | _____ | _____ |
| Are you obligated to pay alimony, child support, or separate maintenance? | _____ | _____ |
| Is any part of the down payment borrowed? | _____ | _____ |

GROSS MONTHLY INCOME

| <u>Item</u> | <u>Purchaser</u> | <u>Co-Purchaser</u> | <u>Total</u> |
|--------------------|------------------|---------------------|--------------|
| Base Empl. Income | \$ _____ | \$ _____ | \$ _____ |
| Overtime | _____ | _____ | _____ |
| Bonuses | _____ | _____ | _____ |
| Commissions | _____ | _____ | _____ |
| Dividends/Interest | _____ | _____ | _____ |
| Net Rental Income | _____ | _____ | _____ |
| Other Income | _____ | _____ | _____ |
| Total | \$ _____ | \$ _____ | \$ _____ |

MONTHLY HOUSING EXPENSE

| | <u>Present</u> | <u>Proposed</u> |
|-----------------------------|----------------|-----------------|
| Rent/Maintenance | \$ _____ | \$ _____ |
| Bank Mortgage | _____ | _____ |
| Other Financing | _____ | _____ |
| Homeowners Insurance | _____ | _____ |
| Real Estate Taxes | _____ | XXXX |
| Mortgage Insurance | _____ | _____ |
| Co-op Assessments | _____ | _____ |
| Other Misc. Housing Expense | _____ | _____ |
| Total Monthly Payment | _____ | _____ |
| Utilities | _____ | _____ |
| Total | \$ _____ | \$ _____ |

I certify statements made in this application have been examined by me and to the best of my knowledge and belief are true, correct and complete. I have no objection to inquiries to any person or institution being made for the purpose of verifying the facts herein stated. I hereby authorize the Cooperative Corporation to request and obtain a criminal background investigation and to receive any record of criminal history. I understand that the filing of this application does not in any way bind the Cooperative Corporation to consent to the assignment (or sublet) of this apartment to me.

Purchaser's/Sublessee's Signature

Date

Co-Purchaser's/Co-Sublessee's Signature

Date

COMPLETE ONE PER APPLICANT

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 1681ET 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:



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TO: ALL SHAREHOLDERS AND RESIDENTS OF THE BLACKSTONE OWNERS INC.

Dear Shareholders and Residents:

We are in the process of updating the files for the co-op and in the event of an emergency; we must be able to contact you as quickly as possible. Please fill out the bottom of this notice and return to management.

Thank you.

RESIDENT: _____

APARTMENT: _____

EMAIL: _____

PHONE NUMBER:

WORK: _____

HOME: _____

CELL: _____

RESIDENT: _____ EMAIL: _____

PHONE NUMBER:

WORK: _____

HOME: _____

CELL: _____

EMERGENCY CONTACT _____

PHONE NUMBER: _____

EMERGENCY CONTACT _____

PHONE NUMBER: _____

**The Blackstone Owners, Inc.
3725 Henry Hudson Parkway
Bronx, NY 10463**

January 12, 2023

Dear Shareholders,

We are pleased to provide you with the updated House Rules for The Blackstone. Attach this document to your Proprietary Lease; the Lease is subject to the House Rules.

Shareholders are responsible for ensuring that all residents of their apartments and their employees and guests comply with the House Rules.

Please read this new version of the House Rules carefully. The updated sections address the Co-op's smoking policy, guidelines for the proper disposal of household garbage, recyclables, and composting, guidelines for using the recreational area on the garage roof deck, and the pet policy, which includes the requirement to register your pet in BuildingLink*. Equally important are the original sections that ensure the quality of life that we are accustomed to, such as following the standards for floor coverings to protect neighbors below you from excessive noise.

Attached to the House Rules for reference are the Co-op's smoking policy, required by the City's Local Law 147, and a guide to recycling and composting. Please review the guide as a reminder of what items should and should not be recycled or composted. If you would like to participate in the building's composting program and would like a countertop bin and sample bin liners, please see any staff member for them.

A copy of the House Rules, its attachments, and the License Agreement to use a section of the Garage Roof Deck for a private event are available in the library on BuildingLink.

If you have any questions, please contact Donna Murrell, our Property Manager at Garthchester Realty.

Thank you,

The Blackstone Board of Directors

* In BuildingLink, go to Pet Park. Under Pet Park, click on the bar that says "about this page". That will take you to the registry. We are asking that **all** pets be registered, so that in an emergency we know where pets reside.

**The Blackstone Owners, Inc.
3725 Henry Hudson Parkway
Bronx, NY 10463**

House Rules

Revised January 2023

Cooperative Living

Being a resident shareholder in a cooperative is different from renting from a landlord or owning your own home. Ensuring that The Blackstone remains a comfortable and attractive place to live requires the assistance and cooperation of all residents and shareholders.

Anything residents do to help maintain or improve the building and grounds benefits everyone. Damages or misuse of The Blackstone property are costly in financial terms to all residents and detract from the quality of life. If a resident becomes aware of abuse of The Blackstone property, the resident should immediately report it to a Board member or to the Managing Agent.

The efforts of all members of our community to keep our property safe, neat, clean and attractive make The Blackstone a wonderful place to live. Residents are invited to share their experiences, knowledge and expertise, as well as their suggestions and recommendations for the benefit of the co-op. A successful cooperative is up to all of us.

House Rules

The purpose of the house rules in a cooperative is to set guidelines for the operation and use of the building. They are not intended to cover every conceivable aspect of shareholder activity. This document should be used in conjunction with your proprietary lease to answer general questions about living in The Blackstone. Shareholders are responsible for ensuring that all residents of their apartments and any shareholder or resident employees and guests comply with the House Rules. If you have further questions please contact the Managing Agent.

Part 1. Common Areas

As a cooperative, The Blackstone relies on shareholders to contribute to the upkeep of the common areas they share collectively and to be considerate of other residents in the building. To that end, we have established the following guidelines.

- Hallways, Lobby, Elevators
 - The public areas of the building are communal spaces. Residents should use the hallways, lobby, and elevator for ingress and egress to/from the building and should not obstruct these areas with personal belongings. This means that decorations, floor mats, and any other paraphernalia should not be placed outside of an apartment. Footwear, bicycles, baby strollers and other items must be stored inside apartments so as not to obstruct the hallways.
 - Smoking is not permitted in the public areas of the building, nor is it permitted within 50 feet of any door or window.
 - Utility carts are provided for the use and convenience of residents and are kept in the lobby. After use, they should be brought to the lobby, and not placed unattended in the elevator.
 - Children shall not play in the public halls, stairways, elevators, entry way or other common areas of the building. No ball playing, bicycle/scooter riding, skateboarding, or roller blading is permitted in the building.

- Trash/Recycling Rooms
 - The trash and recycling rooms on each floor are common areas, and residents should ensure that they keep these areas clean and accessible to other members of the community. This means breaking down cardboard boxes so that they fit in the blue recycling bins; keeping the floor of the recycling room clear of trash or recyclables; ensuring that trash is in a sealed bag before placing it in the trash chute; and bringing large boxes or cumbersome items to the lobby. If needed, request assistance from the front desk to discard large boxes or other large items.
 - No hazardous materials or substances, flammable materials, construction debris, large household items or any large non-garbage items of any kind are to be placed in the garbage chute. Garbage chutes are for household trash only.
 - To ensure the cleanliness of the hallways, residents should take care that their garbage bag does not leak in a manner that will soil the hallway carpet while carrying it to the compactor room.
 - Residents, their guests, and their employees are required to separate recycling material into the NYC regulation categories as posted in the compactor rooms. The posters show which items are and are not recyclable. Put all non-recyclable items in the trash, not in the bins. Please consult and follow the attached recycling and composting guide for specific information
 - Residents are encouraged to participate in the building's composting program. Countertop bins and sample compost bags are available from building staff upon

request. The building's brown compost collection bin is located on the first floor by the exit door beyond the laundry room.

- Signs posted by the management in the compactor rooms are considered part of these house rules.
- Laundry room
 - The laundry room is open for residents' use from 8am to midnight every day.
 - Laundry should not be left in machines. If a machine requires service, please alert the doorman on duty.
 - Residents should keep the laundry room clean and notify building staff of any detergent or other spills.
- Garage Roof Deck Recreation Area
 - The recreation area on the garage roof is for the use of Blackstone residents and their guests ONLY. The hours are 9:00AM to sunset, Monday through Friday, and 10:00AM through sunset, on Saturdays and Sundays.
 - Guests must be accompanied by a resident at all times. For safety reasons, children under age 10 must be supervised by an adult who must be present at all times on the playing area. The recreation area is a shared space. This means keeping noise levels reasonable, picking up and disposing of all garbage and recyclables, and taking care with shared sports equipment.
 - Small gatherings of fewer than 15 people are allowed on the recreation area, provided they do not impede the use of or access to the area or equipment for other residents. For the exclusive use of a section of the Roof Deck for gatherings of 15 people or more, a License Agreement, available on BuildingLink, is required.
 - No dogs or other pets are allowed on the garage roof play area.
 - Cooking, grilling, and flammables are prohibited at all times on the garage roof.
 - Glass of any kind is prohibited.
 - No smoking of any kind or noxious odors is permitted on the garage roof deck.
 - Walking, standing or climbing on railings of the garage roof deck is prohibited.
- Roof/Stairwells
 - Access to the roof is prohibited.
 - Stairwell doors must be kept closed at all times.
- Storage/bicycle area
 - There are a limited number of storage units available for lease in the building. Contact the Superintendent or Managing Agent for procedures and pricing.
 - Storage bins must be used to store solely non-perishable, non-flammable property inside the storage bins. Nothing shall be stored above or outside the bins. Anything not inside the bins will be periodically removed and discarded without notice.

- The Blackstone provides storage for a limited number of bicycles. Bicycles must be tagged with the owner's name and apartment number. Untagged bicycles will be discarded periodically. Bicycles should be properly stowed on a hook or in an unobtrusive manner in the room.
 - Waiting lists for storage bins and bicycle racks are maintained by management.
- **Parking Garage**

Parking in the garage is restricted to Blackstone residents. There is no provision for visitor parking at The Blackstone. Each parking spot location in the garage is assigned by management. The location assigned may be changed to accommodate electric vehicles or for other reasons, at the discretion of management. Unauthorized vehicles will be towed at the owner's expense.
- **Lithium Ion Battery Safety**

Scooters, e-bikes or other small vehicles powered by lithium-ion batteries are prohibited from being kept in the garage, in the building, in apartments or anywhere on the premises.
- **Deliveries**
 - Furniture and other large items must be scheduled for delivery only between 9am-5pm Monday-Friday.
 - Food and pharmacy deliveries must be picked up in the lobby. Exceptions can be made for illness or other extenuating circumstances.
- **Moving and Renovations**
 - Move-ins and move-outs may occur only on Monday through Friday, excluding holidays, between the hours of 9am-5pm. Moves must be scheduled in advance and in consultation with the Superintendent to assure availability of the service elevator.
 - Any alterations (structural, plumbing, electrical) to units must be approved by The Blackstone's Board and the Managing Agent. Contractors must be licensed and insured. The Blackstone Alteration Agreement is available in BuildingLink or from the Management Office.
 - Renovation work must be scheduled in consultation with the Superintendent.
 - Construction/renovation work may take place only between the hours of 9am and 5pm, Monday through Friday, excluding holidays.
- **No Feeding of Wild Animals**

Feeding wild animals, such as birds or feral cats, is prohibited on the premises as this behavior attracts vermin and can be dangerous to the health and safety of the community

Part 2. Dwelling Areas

- Noise
 - Floors: In order to reduce noise, residents must ensure that 80% of the floors of each room (excluding kitchens, bathrooms, and closets) are covered with area rugs or carpeting with sufficient padding to have a noise-dampening effect.
 - Every effort should be made to keep noise levels to a minimum between the hours of 10pm and 8am. No one shall make or permit any disturbing noises in the building, the apartments, or the common areas of the building, or permit any noise which will interfere with residents' comfort or convenience. This includes musical instruments, electronics, exercise equipment, and pet noises.

- Smoking
 - Smoking is not allowed in the public areas or stairwells or within 50 feet of the building.
 - In accordance with NYC Local Law 147, residents must ensure that the smoke in their apartments from cigarettes, e-cigarettes, cannabis, or any other substance does not affect other residents or infiltrate into any other parts of the building.

- Odors

Residents must ensure that offensive odors do not emanate from their apartments into the common areas or into neighboring apartments.

- Appliances
 - No radio or television antennas or satellite dishes shall be attached to or hung from the exterior walls, terraces, balconies, roofs or railings or protrude from the building.
 - The building Superintendent must approve installation of air conditioners. Approved air conditioning units must be secured to the building with an appropriate supporting bracket.

- Windows and Terraces
 - Charcoal and gas barbecues are prohibited on balconies. Residents shall not hang anything from the railings or throw objects from the terrace at any time.
 - Residents are responsible for ensuring that the drainage areas on their terraces remain unobstructed by flooring, plants, or other debris.
 - Terrace walls, floors, and railings may not be painted. Terrace door exteriors must be painted white to ensure uniformity on the exterior of the building.
 - Terrace enclosures must be arranged through the contractor provided by the Managing Agent.
 - Nothing shall be hung or shaken from windows or terraces or placed upon the windowsills of the building.

- No awnings shall be installed unless expressly approved in writing by the Managing Agent, nor shall anything be permitted to protrude out of any window of the building without prior written approval.
- Pets
 - All pets must be registered with the building through BuildingLink. In case of emergency, it is important to know in which apartments pets reside.
 - Residents may have no more than one dog or cat per household, however one dog and one cat are allowed. Written approval of the Board is required for additional pets.
 - All pets are to be maintained in a manner so as not to be the cause of offensive or unreasonable noise, dirt or odors that might affect neighboring apartments.
 - The Board may revoke permission for a pet to remain in the building if it becomes a hazard or nuisance to other shareholders, in the sole determination of the Board.
 - Other than dogs on leashes or carried, pets are to be kept out of public areas.
 - Dogs must be pre-approved by the Board and before move-in as part of the interview process. A resident intending to acquire a dog must notify the Board in advance. The Board reserves the right to refuse a dog based on size or temperament.
 - Dogs must be leashed at all times in public areas of the property and should be walked off-property to relieve themselves.
 - Dogs must be kept on a short leash when in the building in order to avoid confrontations.
 - Dogs should be kept back from the elevator doors when waiting for the elevator and when riding. If an elevator is crowded, dog and owner should wait for the next elevator.
 - Residents are responsible for dogs visiting with guests and such dogs must conform to these rules while on the premises.
 - Residents are responsible for the actions of their dog walkers.
 - Shareholders are liable for all damages caused by dogs harbored in or visiting their apartments.
 - Repeated violation of the foregoing, including the continuance of unreasonable pet odor, barking, pet urination or defecation in the building is considered objectionable conduct which may result in revocation of consent granted to maintain a pet and may result in the cancellation of the Lessee's Lease, if not cured.
 - Pet-Sitting
 - Pet sitting is allowed on a short-term basis (up to one month) with the prior written approval of the Board.
 - All rules stated above apply to pets that are being cared for by a resident on a temporary basis.

Part 3. General maintenance: co-op vs. resident responsibilities

- Residents are expected to maintain the interior of their apartments to levels of cleanliness and modernization such that their apartments do not become attractive to vermin or detrimental to the building's structure.
 - Repairs: The rights and obligations between the Apartment Corporation and its tenant/shareholders are detailed in the proprietary lease; purchasers and shareholders should refer to the proprietary lease.
 - There is a relatively simple rule that governs whether a repair is the responsibility of the shareholder or the responsibility of the cooperative. With the exception of apartment radiators, if the cause of damage is within the living area of an apartment and is of service only to the resident of that apartment, then it is the responsibility of the shareholder to pay for the repair.
 - In general, if the cause of damage comes from within the walls of the building, or in the common areas, then the repair is the responsibility of the cooperative. Notwithstanding the above, the cost of repairing any such damage that is caused by the negligence of a resident, a resident's guest or property is the resident's responsibility.
- Radiators: Radiator valves are designed to be completely open or shut. They are not designed to control the volume of steam. Partially open valves cause leaks, which can damage the ceilings below. Valves must be fully open or closed. Any resulting damage is the responsibility of the apartment owner whose radiator is partially open.
- Window guards and Lead paint: Residences that include children aged ten (10) and under are required to have window guards. Window guards should be inspected by residents on a yearly basis and confirmed to be in good condition. Lead paint is illegal in NYC and may not be used. If an apartment contains lead paint, new shareholders should be advised of this fact by the selling shareholder.
- Fire Safety:
 - The rules for fire safety are distributed to residents yearly. Put succinctly, in the event of a fire, residents should determine if it is safe to leave their apartments. If it is, they should close the door behind them and proceed down the stairs and out of the building. If it is not safe to leave the apartment through the front door, residents should remain in their apartments until FDNY directs otherwise.
 - Residents must have smoke and carbon monoxide detectors installed in their apartments and are required to maintain detectors in good working order.
- Short term subleasing prohibition: For the safety and wellbeing of our community, short term rentals, including but not limited to AirBnB, vacation rentals, and the like are prohibited. Long term sublets, i.e., one-year or more are subject to Board approval.

- Exterminator services:
 - The Blackstone works with an extermination company that pays regular visits to the building. Please inquire with the doorman as to the current schedule and procedures for allowing access to your residence as needed.
 - Bedbugs: anyone can have bedbugs. If you find evidence of bedbugs in your apartment, notify management immediately in order to have an inspection and appropriate treatment started as soon as possible.

Amendment of House Rules

These House Rules may be added to, amended or repealed at any time by resolution of the Board. Any consent or approval given under these House Rules by the Board must be in writing and shall be revocable at any time.

Attachments:

Attachment 1: Smoking Policy dated 8/28/2018

Attachment 2: Recycling Guide

Peel back corner and apply to any surface. If residue remains on the applied surface when the sticker is removed, then clean as usual with glass cleaner or similar product.




sanitation


What To Recycle

nyc.gov/zerowaste | call 311
f t @ NYCsanitation

Mixed Paper



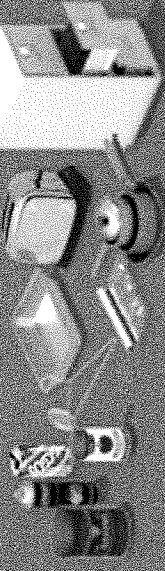
Cardboard



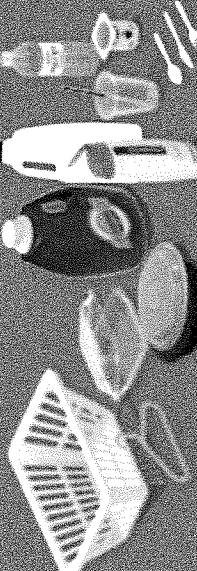
No *hardcover books; waxed, soiled or soft paper*

Flatten and bundle or bag boxes. Staples and window envelopes ok. Put in clear bags, or in any bin with green decal or **MIXED PAPER & CARDBOARD** label.

Metal




Rigid Plastic

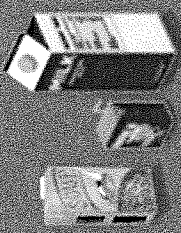


Glass

bottles & jars



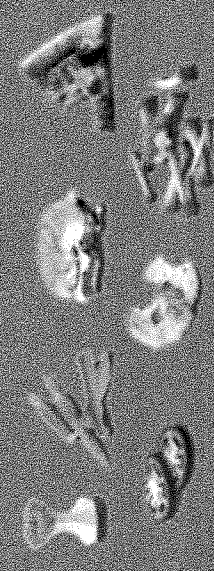
Cartons




No *plastic bags, batteries, squeeze tubes & pouches, or foam*

Empty and rinse containers before recycling. Caps & lids ok. Put in clear bags, or in any bin with blue decal or **METAL, GLASS, PLASTIC & CARTONS** label.


Food Scraps



Food-soiled Paper



Yard Waste



No *no trash or recyclables*

Empty organic waste into brown bin. Line the bin with a paper bag, certified compostable bag or clear plastic liner.



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August 28, 2018

Dear Blackstone Residents,

On August 28, 2017, Mayor DeBlasio enacted Local Law 147, a new bill, requiring all coops and condominium to adopt a smoking policy and disclose it to current and prospective residents, no later than August 28, 2018.

Local Law 147 requires that the smoking policy is distributed to residents annually, and incorporated into leases and purchase agreements. It must also be posted in public areas within the building.

This policy is designed to benefit residents. Knowing a building's smoking policy enables residents to make more informed choices about where they live.

In compliance with New York City's Local Law 147, attached/enclosed please find The Blackstone Owners Inc.'s smoking policy.

Regards,

Michelle Asnaran

Management

The Blackstone Owners, Inc.
3725 Henry Hudson Parkway
Bronx, NY 10463

Smoking Policy

As adopted in accordance with NYC Local Law 147, smoking is permitted inside individual apartments only. Smoking is prohibited everywhere else in the Building including, but not limited to, all common areas of the Building such as the laundry room, passenger and service elevators, the garage, all stairwells, all areas of the basement and sub-basement, the hallways of all floors, the lobby, the mailroom and within 50 feet of any Building entrance. No Lessee shall smoke, or permit smoking by any occupant, agent, tenant, invitee, guest, friend, or family member, anywhere in which smoking is prohibited at the Building.

"Smoking" as used herein includes cigarettes, e-cigarettes, vaping devices, cigars and pipes containing tobacco, or any tobacco product.

Smoking in violation of this rule may constitute a nuisance pursuant to the terms and provisions of the constituent documents of the Lessor.

If anyone smokes in an apartment, the Lessee is responsible for ensuring that the smoke does not affect other residents or infiltrate into any other parts of the Building. Lessees shall be pro-active and take reasonable measures to mitigate the possibility of second-hand smoke becoming a problem for other residents of the Building. If the Lessee fails or refuses to promptly and properly remediate a smoke issue, such Lessee shall be required, at a minimum, and at his/her own cost and expense, to take the following measures:

1. Install a silent room air purifier with a clean-air delivery rate (CADR) of 300 or better, in each and every room in which smoking occurs, which purifier must be turned on while smoking and for at least one hour after smoking.
2. Install insulating gaskets for all outlets and light switches.
3. Caulk all baseboards in rooms adjacent to neighboring apartments.
4. Install a door sweep on the front door to the apartment.
5. Provide documentation to Building management that items 1-4 above have been satisfied.
6. Allow Building staff to inspect the apartment and perform such tests as the Board may require from time to time.

Any attorneys' fees or costs, engineering costs, and/or other costs of the remediation in connection with the foregoing, whether done by the Lessee or the Lessor, will be at the Lessee's expense.

The Blackstone Owners, Inc.

**Garage Roof Deck Event Area License Agreement for a Private Event
3725 Henry Hudson Parkway
Bronx, New York 10463**

This Garage Roof Deck Event Area License Agreement (the "Agreement") dated as of _____, 2023, by and between The Blackstone Owners, Inc. ("Licensor"), and _____, Licensee.

RECITALS:

A. Licensor is the owner of the building located at 3725 Henry Hudson Parkway, Bronx, New York (the "Building"). Licensee is the owner of the shares of Licensor allocated to an apartment in the Building as set forth below and is the proprietary lessee of said apartment.

B. Licensor desires to grant to Licensee and Licensee wishes to accept from Licensor a temporary, revocable license to use a designated portion of the northeast corner of the garage roof deck amenity space in the Building (such designated area the "Deck Event Area") for a private event, in accordance with the terms and conditions of this Agreement.

AGREEMENTS:

Now therefore, in consideration of the agreements set forth below and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Licensor and Licensee agree, as follows:

1. A. Licensor hereby grants to Licensee a temporary, revocable license to use the Deck Event Area for a Private event (the "Event"), subject to the terms and conditions set forth in this Agreement and as follows:

Describe Event: _____

Date of Event: _____ Time Period of Event: (between 10a.m.- 6:p.m.): _____

Estimated Total to attend: _____ Name(s) of any third-party vendors: _____

License Fee for Event: \$100.00 Security Deposit for Event: \$500.00.

B. In order to reserve the date and time of the Event, Licensee shall complete this Agreement and deliver same, in advance, to the Licensor's managing agent, Garthchester Realty ("Agent"), together with checks payable to The Blackstone Owners, Inc. for the License Fee and Security Deposit. The Security Deposit will be held by Licensor. If there is damage to the Deck Event Area, the Building or other property, whether real or personal, in connection with the Event, or if Licensee shall fail to clean and vacate the Deck Event Area in the condition as required hereby or otherwise fails comply with the terms of this Agreement, Licensee shall be solely responsible to pay or reimburse Licensor for all costs and expenses to repair any damage and/or to, clean the Deck Event Area on behalf of Licensee. Licensee acknowledges and agrees that if the cost of such damage or other costs exceeds the amount of the Security Deposit, then Licensee shall be solely responsible for the repayment of additional costs and expenses within five (5) days after Licensee's receipt of the demand from Licensor to pay such additional charges. If the cost of such damage and/or overtime charges is less than the entire security deposit, then the unapplied portion of the security deposit, if any, shall be refunded to Licensee within ten (10) business days after the Event and only after inspection by Licensor or Agent.

2. Licensor agrees to be present throughout the entire Event and will supervise the Event. Licensee understands and agrees that this license is not for the exclusive use of the garage roof deck but solely for the portion of the garage roof deck on the northeast side of the garage roof deck designated for use for events. Licensee acknowledges and agrees that Licensor accepts the Deck Event Area in "as is" condition. Licensor makes no representation or warranties with respect to the condition of the Deck Event Area. Licensee understands that the Deck Event Area is unfurnished, has no toilet facilities and that there is no on-site staffing or security personnel for the Deck Event Area and that if Licensor or Guests need assistance while using the Deck Event Area, it is the responsibility of Licensee to obtain same.

3. At all times when using the Deck Event Area for the Event, Licensee will adhere to all rules and regulations, as set forth in Exhibit A and which are incorporated in this Agreement by reference (the "Deck Event Area Guidelines"), as may be reasonably amended from time to time provided Licensee is provided advance written notice thereof. Licensee understands that it is Licensee's responsibility to inform Licensee's guests and invitees and any third-party vendors or workers (collectively "Guests") of all Deck Event Area Guidelines, responsibilities and liabilities in connection with their use of the Deck Event Area. Licensee and Guests shall at all times observe and comply with any and all policies, procedures, rules, regulations, and special instructions given by or on behalf of Licensor and its employees and Agent concerning the access to, entry onto, and use of the Deck Event Area. The foregoing shall in no way obligate the Licensee or Agent to ensure and Licensee hereby expressly waives and releases Licensor and Agent, from any responsibility with regard to the safety of any persons with respect to their access to or use of the Deck Event Area. Licensor and Agent expressly reserve the right to stop the activities and require Licensee and all Guests to leave the Deck Event Area if Licensor or Agent determine in their sole discretion that the activities of Licensee and/or Guests are not being conducted in a safe manner or if the Deck Event Area Guidelines or other instructions of or on behalf of Licensor or Agent are not being followed.

4. Not more than 50 persons are permitted to use the Deck Event Area for the Event. If at any time during the Event the Licensor or Agent determines that the number of persons using the Deck Event Area exceeds the stated limit or is otherwise posing a danger to the Building, the Licensee agrees that the number of people at the Event will immediately be reduced as directed by Licensor or Agent.

5. A. Licensee agrees that Licensee will be responsible for, and to the fullest extent allowed by law, Licensee hereby irrevocably waives and unconditionally releases and forever discharges all claims against Licensor, Agents, their respective officers, directors, shareholders, employees, personnel, and agents for all costs, damages or liability of whatever nature (including without limitation bodily injury, death, or damage to or loss or theft of property) arising out of Licensee's or Licensee's Guests' access to and/or use of the Deck Event Area and/or the activities of and/or related to any Event at or about the garage roof deck including the Deck Event Area.

B. LICENSEE AGREES TO ASSUME THE RISK OF ANY HARM, DAMAGE, OR INJURY TO LICENSEE AND GUESTS, PERSONS OR PROPERTY AND TO DEFEND, INDEMNIFY AND SAVE HARMLESS LICENSOR AND AGENT FROM AND AGAINST ANY AND ALL LOSSES OR LIABILITIES, DEMANDS, JUDGMENTS, EXPENSES (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES), CLAIMS OR ACTIONS ("CLAIMS") BASED UPON OR ARISING OUT DAMAGES OR INJURY (INCLUDING DEATH) ILLNESS OR HARM TO PERSONS OR PROPERTY (INCLUDING THAT OF LICENSOR AND AGENT), ARISING OR RESULTING FROM OR RELATED TO LICENSEE'S USE OF THE DECK EVENT AREA AND/OR ACCESS TO THE GARAGE ROOF DECK BY GUESTS, INCLUDING, WITHOUT LIMITATION, THOSE CLAIMS DIRECTLY OR INDIRECTLY CAUSED OR CONTRIBUTED TO IN WHOLE OR IN PART BY ANY ACT OR OMISSION OF LICENSEE, GUESTS, AND/OR OF ANYONE ACTING UNDER THEIR DIRECTION OR CONTROL OR ON LICENSEE'S BEHALF IN CONNECTION WITH OR INCIDENTAL TO ANY EVENT, AND/OR LICENSEE'S AND/OR GUESTS ACCESS TO, ENTRY ONTO, AND USE OF THE DECK EVENT AREA, EXCEPT TO THE EXTENT THE INJURY, ILLNESS, HARM, OR DAMAGE IS CAUSED BY THE NEGLIGENCE OR WILLFUL MISCONDUCT OF THE LICENSOR AND AGENT.

C. Licensee shall be solely responsible for any alteration, harm, or damage, incidental or otherwise, to the Deck Event Area, the garage roof deck and/or the Building during, arising from, or relating to the use of the Deck Event Area in connection with the Event, and shall compensate Licensor fully, on demand, in the event that such alteration, harm, or damage occurs, including but not limited to any alteration, harm, or damage to the Deck Event Area or Building caused by Licensee's failure to comply with the provisions of this Agreement or any negligent or intentional act, error or omission of Licensee and/or Guests. Upon demand, Licensee shall pay and/or reimburse Licensor for the cost (as actually incurred or as reasonably estimated by Licensor or its Agents) to repair or restore any harm or damage to the Deck Event Area or Building in connection with Event. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

6. At least five (5) days prior to the Event, Licensee shall furnish Licensee a certificate of insurance and evidence of comprehensive general liability insurance, which includes Licensor and its managing agent as additional insureds thereunder, as is required on Exhibit A (a) covering Licensee and (b) if Licensee engages any third party to work at the Event (e.g., caterer, security, entertainment), covering such third party.

7. This Agreement shall be governed by the laws of the State of New York, without regard to conflict of laws principles, and may not be modified, amended, changed, waived, or discharged, except by an instrument in writing signed by all parties hereto. This Agreement shall be binding on the estates, heirs, executors, administrators, personal representatives, successors and assigns of the parties hereto.

8. This Agreement may be executed in counterparts and via pdf. or facsimile signatures, when taken together, shall be deemed to be originals and one agreement for all purposes.

9. This Agreement contains the full and complete understanding between the parties and supersedes all prior agreements and understandings pertaining hereto and cannot be modified except in writing and signed by each party.

10. No action or failure to act by the Licensor shall constitute a waiver of any right afforded to Licensor hereunder or constitute an approval or acquiescence to any breach by Licensee hereunder, except as may be specifically agreed to in writing.

The undersigned agree to all of the conditions set forth above.

Licensee (Print Name)

Licensee Signature

Licensee (Print Name)

Licensee Signature

Apt. # _____ Telephone # _____ Email: _____

For Licensor's Use only:

Approved and receipt of License Fee and Security Deposit Acknowledged:

The Blackstone Owners, Inc.

By: _____
Name: _____ Title: _____

Date

Exhibit A

Deck Event Area Guidelines for a Private Event

- A private event ("Event") may be held on the northeast area of the garage roof deck (the "Deck Event Area") for 15-50 persons, provided a Garage Roof Deck Event Area License Agreement is entered into between The Blackstone Owners, Inc. ("Licensor") and the shareholder of an apartment ("Licensee"). Licensee will be given exclusive use of the Deck Event Area during the Event; however, the remainder of the garage roof deck will remain open for use to building residents. License shall make sure that the Event does not hinder access to or use of the playing areas on the Garage Roof Deck.
- An Event may be reserved to be held between the hours of 10:00 a.m. and 6:00 p.m.
- Guests must be accompanied by the Licensee at the event at all times. For safety reasons, children under age 10 must be supervised by an adult who is present at all times during the Event.
- The Deck Event Area is part of a shared space. This means keeping noise levels reasonable. Live music, amplified music, sounds or events, DJ's or other loud or disturbing noise is prohibited. Be considerate to others using the roof deck and to your neighbors
- No alcoholic beverages or smoking of any substance, burning of incense or creation of any noxious fumes or odors is permitted.
- No glass of any kind, including, bottles or containers, is permitted.
- No cooking, grilling or use of any flammable items is permitted.
- Dogs, cats and other pets are not permitted.
- Walking, standing or climbing on railings of the Deck Event Area or any part of the garage roof deck is prohibited.
- Licensee may use tables and chairs for the Event. Licensee is responsible for making sure that tables and chairs are safely used, that their use does not damage the Deck Event Area and that such items cannot be blown off the Deck Event Area.
- Licensee is responsible for the full clean up of the Deck Event Area at the end of the Event. Bags for such purpose may be obtained from building staff. All trash must be removed from the Deck Event Area in large black garbage bags; recyclable containers and other plastic is to be removed from the Deck Event Area in clear plastic bags. If food will be served, Licensee can request a compost bin to be provide to the Deck Event Area for excess food disposal.

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (i) or (ii) below):

(i) _____ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

(ii) _____ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.

(e) Purchaser has (check (i) or (ii) below):

(i) _____ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) _____ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

| | | | |
|-----------|-------|-----------|-------|
| _____ | _____ | _____ | _____ |
| Seller | Date | Seller | Date |
| _____ | _____ | _____ | _____ |
| Purchaser | Date | Purchaser | Date |
| _____ | _____ | _____ | _____ |
| Agent | Date | Agent | Date |

Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

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Protect Your Family From Lead in Your Home



June 2017

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- How lead affects health
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

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



Women of childbearing age should know that lead is dangerous to a developing fetus.

- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

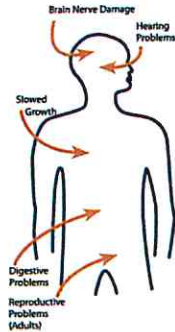
2

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

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



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

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

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

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

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

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Check Your Family for Lead

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

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

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

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

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

Identifying Lead-Based Paint and Lead-Based Paint Hazards

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

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

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

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

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

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

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Checking Your Home for Lead

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

- A **lead-based paint inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A **combination inspection and risk assessment** tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

What You Can Do Now to Protect Your Family

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

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

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Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can temporarily reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.

Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.



Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

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

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Other Sources of Lead

Lead in Drinking Water

The most common sources of lead in drinking water are lead pipes, faucets, and fixtures.

Lead pipes are more likely to be found in older cities and homes built before 1986.

You can't smell or taste lead in drinking water.

To find out for certain if you have lead in drinking water, have your water tested.

Remember older homes with a private well can also have plumbing materials that contain lead.

Important Steps You Can Take to Reduce Lead in Drinking Water

- Use only cold water for drinking, cooking and making baby formula. Remember, boiling water does not remove lead from water.
- Before drinking, flush your home's pipes by running the tap, taking a shower, doing laundry, or doing a load of dishes.
- Regularly clean your faucet's screen (also known as an aerator).
- If you use a filter certified to remove lead, don't forget to read the directions to learn when to change the cartridge. Using a filter after it has expired can make it less effective at removing lead.

Contact your water company to determine if the pipe that connects your home to the water main (called a service line) is made from lead. Your area's water company can also provide information about the lead levels in your system's drinking water.

For more information about lead in drinking water, please contact EPA's Safe Drinking Water Hotline at 1-800-426-4791. If you have other questions about lead poisoning prevention, call 1-800-424-LEAD.*

Call your local health department or water company to find out about testing your water, or visit epa.gov/safewater for EPA's lead in drinking water information. Some states or utilities offer programs to pay for water testing for residents. Contact your state or local water company to learn more.

13 *Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8339.

Renovating, Repairing or Painting a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects, visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead, continued

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- **Old toys and furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.*
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

* In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint. In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products.

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/safewater for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

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

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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U.S. EPA Washington DC 20460
U.S. CPSC Bethesda MD 20814
U.S. HUD Washington DC 20410

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U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).



Building Standards
and Codes

Fire Prevention
and Control

New NYS Law Requires Smoke Alarm Upgrades by April 1, 2019

Effective April 1, 2019, a new NY State law requires all **NEW** or **REPLACEMENT** smoke alarms in New York State to be powered by a 10-year, sealed, non-removable battery, or hardwired to the home.



This does not affect your currently installed smoke alarms

You don't need to replace alarms that are currently in your home or apartment - but any that you replace need to be 10-year battery powered or hardwired.

Important to note, smoke alarms have an estimated life of around 10 years before they become unreliable.

Breakdown of the new smoke alarm requirements

According to NYS Law 399-ccc: "It shall be unlawful for any person or entity to distribute, sell, offer for sale, or import any battery operated smoke detecting alarm device powered by a replaceable or removable battery not capable of powering such device for a minimum of ten years."

Homeowners and landlords must upgrade their smoke alarms before selling or renting homes and apartments in New York State.

While these 10-year smoke alarms have a larger upfront cost than traditional alarms powered by replaceable batteries (approximately \$20 per unit) the lack

of yearly battery changes makes them cheaper over the life of the device.

As with ALL smoke alarms,manufacturesrecommends that the 10-year sealed smoke alarms still be tested at least twice each year using the button on the front of the unit to ensure they are working properly.

Some Frequently Asked Questions:

Do I need to replace the alarms I have installed already?

You are NOT required to immediately replace your current smoke detectors, but any that are replaced or added after April 1st are required to be 10-year battery powered or hardwired. After this date, traditional removable battery smoke alarms will be unavailable for purchase in NY State.

Are they more expensive than non-sealed alarms?

Up front? Yes. In the long term? No. Most 10-year sealed smoke alarms range in price from roughly \$20-\$30, making their initial investment higher than a non-sealed alarm, but non-sealed alarms require annual battery changes. The cost of these replacement batteries average \$38 over their 10-year life span, meaning they ultimately cost more than the sealed version.

Do they really last 10 years?

Yes, they do, the sealed lithium battery (included) will never have to be replaced throughout the life of the alarm, giving you a decade of peace of mind even in the event of a power outage

Will I activate the alarm when I'm cooking something?

No. There are 10-year sealed alarms specifically designed for the kitchen with

advanced sensors that can tell the difference between cooking smoke and real fire.

Why did the law change to require these upgrades?

The dangerous habit of disabling or removing smoke detectors after an accidental alarm while cooking is a major part of why this new legislation went into effect, so alarm manufacturers considered this issue in the design of 10-year sealed alarms. You are very likely to experience less nuisance alarms than you did with your traditional battery alarm.

Are 10-year sealed smoke alarms better than hard-wired smoke alarms?

There are advantages to both systems. Hard-wired smoke alarms tie into your home's wiring and require professional installation, but generally do not require battery changes unless they feature a backup battery. 10-year sealed battery-only alarms are simple to install, and they work during a power failure. All smoke alarms have a life span of 10 years, sealed or non-sealed, and should be tested on a regular basis. When the battery wears out in a 10-year sealed alarm, the entire unit must be replaced, which helps prevent outdated units from staying in operation.

What about landlords and their rental properties?

10-year sealed alarms offer security and convenience to landlords, who are legally required by New York State to provide smoke detectors in their rental properties. The tamper-proof design of these alarms prevents tenants from removing the batteries due to nuisance alarms, or to use the batteries for another purpose. The 10-year lifespan of these lithium batteries means fewer changes and fewer equipment updates. Overall, there is a lesser chance of equipment failure in the event of a fire