

Hastings Terrace Condominium

555-565 Broadway Hastings on Hudson NY 10706

Unit Leasing Procedure

The Managing Agent referred to herein is:

Garthchester Realty | 440 Mamaroneck Avenue, Harrison, NY 10528

Tel: 914.725.3600 | Fax: 914.725.6453

Unit Owners have the right to lease their Unit subject to a Right of First Refusal from the Board of Managers and the following conditions as outlined in the Bylaws:

“In order to be eligible to lease a Unit the Unit Owner, other than Sponsor or its designee, must meet the following conditions: (a) the Unit Owner shall be in good standing with the Board of Managers and not in default of any of the provisions of the Condominium’s Declaration, By-Laws, and Rules and Regulations; (b) the Unit Owner shall have resided in the Unit for at least one (1) year prior to leasing it; (c) no Unit Owner will be allowed to lease their Unit for a term less than twelve (12) months or more than two (2) years at any given time; (d) any lease renewals must be submitted to the Board of Managers for approval in accordance with the leasing procedures.”

Furthermore, it is the Unit Owner’s sole responsibility screen prospective renters. Neither the Board nor Management will engage in the marketing of the unit, nor screening of prospective renters.

Requesting a Waiver for Right of First Refusal

A written request must be submitted as follows:

SUBMIT TO: Hastings Terrace Board of Managers c/o Garthchester Realty.

TIME FRAME: 30 Days prior to start date of lease

IN WRITING VIA: Certified Mail. Return receipt requested or otherwise sent with proof of delivery. If the Unit Owner sends the package via regular US Mail, the unit owner bears responsibility for receipt. Package may also be dropped off at the management office

REQUEST MUST CONTAIN:

1. A fully executed lease.
2. A check for \$250, payable to Garthchester Realty in payment of the **processing fee**.
3. A check for \$250, payable to Hastings Terrace Condominium from owner as a **move-out deposit**
4. A check for \$250, Payable to Hastings Terrace Condominium from the tenant, as a **move-in deposit**.
5. Completed Renter Information Form
6. Acknowledgement that renter received a copy of the Rules and Regulations of the Condominium.
7. Move-In deposit
8. Payment for any outstanding balances must be submitted with the Waiver Request if not current. This will be verified prior to granting the request.

Any proposed lease renewal must be submitted to the Board at least sixty (60) days in advance of the expiration of the then current lease. Once Garthchester has received all of the above items, they will be presented to the Board to secure a decision on the Right of First Refusal. When the Board has waived its Right of First Refusal, Garthchester will forward the waiver to you.

Hastings Terrace Condominium

555 & 565 Broadway Hastings-on-Hudson, NY 10706

Renter Information Form

Owner's Information

Name: _____ Bld # _____ Unit# _____

Future Address: _____

Home/Cell Phone _____ Email Address: _____

Resident #1

Expected Move-In Date: ____/____/20____

Full Name: _____

Present Address: _____

Home Phone:(____) _____ Cell Phone:(____) _____ Email Address: _____

Resident #2

Full Name: _____

Present Address: _____

Home Phone:(____) _____ Cell Phone:(____) _____ Email Address: _____

Emergency Contact Information:

Full Name: _____ Relationship: _____

Present Address: _____

Home Phone:(____) _____ Cell Phone:(____) _____ Email Address: _____

Emergency Contact Information:

Full Name: _____ Relationship: _____

Present Address: _____

Home Phone:(____) _____ Cell Phone:(____) _____ Email Address: _____

RIDER TO LEASE AGREEMENT

BY AND BETWEEN

_____, AS LANDLORD

AND

_____, AS TENANT

DATED: _____

1. In the event of any inconsistency between the provisions of this Rider and those contained in the Residential Lease (the "Lease") dated _____ to which this Rider is annexed, the provisions of this Rider shall govern and be binding.
2. Landlord and Tenant agree that the Lease may not be modified, amended, extended or assigned without the prior written consent of the Board of Managers (the "Board") of Hastings Terrace Condominium (the "Condominium") in each instance.
3. Tenant shall not assign their interest in the Lease or sublet the demised premises or any part thereof without the prior written consent of the Board in each instance.
4. Landlord and Tenant recognize and accept the right and power of the Board to commence an action in its own name or in the name of Landlord, or both, to evict Tenant or to recover damages, or both, if Landlord or Tenant violates the Declaration, By-laws and Rules & Regulations of the Condominium, subject to the thirty (30) day notice to cure as set forth below. In any such action the Board may recover all of its costs, including court costs and reasonable attorney's fees, and these costs shall be a continuing lien on the demised premises. The Board shall give Landlord and Tenant written notice of the nature of the violation of the Declaration, By-laws or Rules & Regulations of the Condominium, and thirty (30) days from the mailing of the notice in which to cure the violation before the Board may file an action to evict or for damages.
5. Landlord agrees to be the party responsible for the installation and maintenance of the carbon monoxide and smoke detectors in the demised premises.
6. Landlord represents the demised premises (choose one of the following) _____ is or _____ is not serviced by a maintained and operative sprinkler system that was last maintained on _____ and was last inspected on _____.

LANDLORD:

TENANT:

HASTINGS TERRACE CONDOMINIUM

C/O Garthchester Realty
440 Mamaroneck Avenue, S-512
Harrison, NY 10528

BUILDING: _____ UNIT # _____

THE HOUSE RULES MAY BE ADDED TO, AMENDED OR REPEALED AT ANY TIME, BY
RESOLUTION OF THE BOARD OF MANAGERS OF THE HASTINGS TERRACE
CONDOMINIUM.

I HEREBY ACKNOWLEDGE THAT I HAVE RECEIVED AND READ A COPY OF THE RULES
AND REGULATIONS OF THE HASTINGS TERRACE CONDOMINIUM AND I CONSENT
AND AGREE TO COMPLY FULLY WITH SUCH RULES AND REGULATIONS.

DATE: _____

NAME _____ SIGNATURE _____

NAME _____ SIGNATURE _____

MOVING PROCEDURES

Whether moving in or out, all current and new residents must schedule the date with the Superintendent. The procedure is as follows:

1. *Determine a Date:*

- a. **At least one week *before the move*** call the Superintendent to arrange a date. (914)-478-0170. Be sure the Superintendent confirms the date is available. Moves must be completed within the hours of 9AM and 5PM, Monday through Saturday, excluding legal holidays.

2. *Notify Management:*

- a. **At least one week before** the move, and after the moving date is confirmed, prepare a written notice to management, which should include:
 - i. Name of Resident/new resident; building; apartment number
 - ii. Contact telephone number of resident/new resident
 - iii. Name, address and telephone number of Moving Company
 - iv. Confirmed date of move
 - v. Forwarding address (Move-Outs only)

3. *Security Deposit:*

- i. Attach a check that will serve as a security deposit for potential damages; the check will be returned after the Superintendent or a representative inspects the premises.
- ii. The security deposit for a move-in or move-out is \$250.00 payable to Hastings Terrace Condominium.

4. *Attach Required Mover Documents*

a. *If Hiring a Move-in Company:*

- i. It is the responsibility of the resident to send to Garthchester Realty documented proof that the moving company carries current General Liability Insurance and has current Workers Compensation Insurance certificates. **SEE ENCLOSED PAGE FOR INSTRUCTIONS**

b. *If you are self-moving:*

- i. Please complete and sign the enclosed indemnification form.

5. New (moving in) residents should send the required (2-4 above) in one of the following ways:

- a. **Mail:** Garthchester Realty Attn.: Dawn Johnson-Banks 440 Mamaroneck Ave S-512 Harrison NY 10528
- b. **E-Mail:** dawn@garthchesterrealty.com
- c. **Fax:** 914-725-6453
 - i. **Deposit will still need to be either mailed in or dropped off in our office regardless of which method of delivery you choose.**

6. Failure to Follow Rules: Residents that do not comply with the moving procedures, will forfeit their deposit in full. If a deposit was not posted, it will be added as a line item on the common charge invoice and will become due along with the common charges. Unit Owners are responsible for their tenants following these rules, and any charges due.

ON MOVING DAY:

1. Be sure that onsite staff installs elevator pads prior to the start of the move.
2. If, during the move, any damage is done to any part of the building, the cost of repairs will be deducted from your deposit. If the repairs exceed the amount of your deposit you will be billed the difference as a line item on your common charge invoice.
3. ABSOLUTELY NO MOVING IS PERMITTED THROUGH THE LOBBY ENTRANCE. All moving must be through the side basement doors.
4. In order to obtain reimbursement of your move-in/move-out deposit, you must contact the managing agent, advising them that you have completed your move. If all is in order, your deposit will be returned.

INFORMATION FOR THE MOVING COMPANY

Dear Resident,

Please provide a copy of this page to your moving company prior to the scheduled move in/out. Your move in/out request will not be processed if the required certificates of insurance indicated below are not provided, or is completed incorrectly.

To the Mover:

The Hastings Terrace Condominium requires that you provide documents to serve as proof that you hold current General Liability Insurance and Workers Compensation Insurance certificates covering all employees, contractors or subcontractors engaged in the scheduled move in/out. Please ensure this document is faxed to 914-725-6453.

On your Certificate of Liability Insurance, please list the following additional insured under “Description of Operations”

- a. Name of Resident/New Resident, Address and Apt #. _____,
- b. Hastings Terrace Condominium C/O Garthchester Realty.
- c. Garthchester Realty

The Certificate Holder of your Liability insurance and Worker’s Compensation insurance should be as follows:

Certificate Holder:

Hastings Terrace Condominium
c/o Garthchester Realty
440 Mamaroneck Avenue, S-512
Harrison, NY 10528

HOLD HARMLESS AGREEMENT

Hastings Terrace Condominium
C/O Garthchester Realty
440 Mamaroneck Avenue,S-512
Harrison, NY 10528

Unit Owner/Tenant(s): _____ Unit# _____

To the fullest extent permitted by law, unit owner/tenant (s) agree to indemnify, defend and hold harmless the Condominium and/or Managing Agent from any and all claims, suits, damages, liabilities, professional fees including attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of the contractor and/or hired individuals, its agents, servants, subcontractors or employees, at premises owned by unit owner/tenant (s) and/or the common area of the Condominium

This agreement to indemnify specifically contemplates (1) full indemnity in the event of liability imposed against the Condominium and/or Managing Agent without negligence and solely by reason of statute, operation of law, or otherwise, and (2) partial indemnity in the event of any actual negligence on the part of the Condominium and/or Managing Agent causing or contributing to the underlying claim, in which event, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault, whether by statute, by operation of law, or otherwise.

Unit Owner/Tenant

Moving Company (If applies)

Date