

# MAXWELL - KATES, INC.

**244 Madison Realty Corp. Cooperative Sublease Application**  
**244 Madison Avenue**  
**New York, N. Y. 10016**

PLEASE COMPLETE THE SUBLEASE REQUIREMENTS AND SUBMIT ONE (1) ORIGINAL SET TO MAXWELL-KATES, INC AT 9 East 38<sup>th</sup> Street New York, N.Y. 10016 6<sup>th</sup> floor att: Transfer Department (The Board of Directors and/or its managing agent reserves the right to request any additional information at anytime during the review and interview process).

**IMPORTANT NOTES:**

- 1) NO DOGS ALLOWED
- 2) ANY SHAREHOLDER INTENDING TO SUBLET THEIR APARTMENT WILL BE REQUIRED TO HAVE ALL MAINTENANCE PAYMENTS PROCESSED THROUGH THE ACH SYSTEM AS ONE OF THE CONDITIONS OF SUBLEASE APPROVAL. (THE FORM IS ATTACHED TO THIS PACKAGE)
- 3) NO SMOKING ALLOWED-SMOKEFREE BUILDING
- 4) THE PACKAGE MUST INCLUDE AN INSURANCE BINDER SHOWING AT LEAST \$500,000 IN PERSONAL LIABILITY INSURANCE
- 5) ALL REFERENCE LETTERS MUST BE SIGNED AND HAVE THE WRITERS NAME AND ADDRESS

1. Copy of Duly Executed Sublease Agreement
2. Sublease Application filled out in its entirety
3. Two (2) Personal Letters of Reference from each applicant
4. Letter of reference from current Landlord or Managing Agent from each applicant
5. Employer letter stating salary, position and length of employment from each applicant
6. Credit Report Authorization filled out and authorized
7. House Rules and Applicants' Release, Window Guard and Lead Paint acknowledgements must be executed
8. ACH form must be executed by shareholder
- 9) Shareholder must provide proof of continuing insurance coverage to be maintained throughout any proposed sub-tenancy
- 10) Shareholder(s) must execute "Shareholder Sublease Acknowledgement"

**THE FOLLOWING FEES MUST BE SUBMITTED WITH SUBLEASE PACKAGE:**

- 1). PROCESSING FEE - A check made payable to Maxwell-Kates, Inc. for \$400.00 (NON-REFUNDABLE) must be submitted with the Board Package
- 2). CREDIT CHECK FEE - A check in the amount of \$165.00 (NON-REFUNDABLE) per individual applicant payable to Maxwell-Kates, Inc. to be submitted with the Board package.
- 3) PACKAGE REPRODUCTION/MESSENGER FEE OF \$100.00 from applicant (NON-REFUNDABLE) payable to Maxwell-Kates, Inc.
- 4) MOVE- OUT FEE (non-refundable) from shareholder payable to 244 Madison Realty Corp. in the amount of \$750.00
- 5) MOVE-IN FEE (non-refundable) from tenant payable to 244 Madison Realty Corp. in the amount of \$750.00
- 6) Move-out deposit (refundable if no damage to the buildings common areas after move) of \$500.00 from shareholder payable to 244 Madison Realty Corp.
- 7) Move-in deposit (refundable if no damage to the buildings common areas after move) of \$500.00 from tenant payable to 244 Madison Realty Corp.
- 8) Sublet Fee Schedule: From Shareholder payable to 244 Madison Realty Corp. Year 1 = \$1,000.00, Year 2 = \$1,300.00, Year 3 = \$1,600.00, Year 4 = \$1,900.00 and additional increments of \$300.00 per year regardless whether as a renewal of a current tenant or a new tenant.

9 East 38th Street, 6th Floor, New York, NY 10016  
Tel: 212.684.8282 Fax: 212.684.8077 [www.maxwellkatesinc.com](http://www.maxwellkatesinc.com)

APPLICANTS' RELEASE

Re: 244 Madison Realty Corp.  
244 MADISON AVENUE  
NEW YORK, N.Y. 10016

Apt. #: \_\_\_\_\_ Building Address: \_\_\_\_\_

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

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

Applicant(s) acknowledges that the application to Sublease the apartment may or may not be approved by the Board of Directors of the Cooperative Corporation owning the building in its sole discretion and that if the applicant is not approved, no reason for the disapproval needs to be given. Whether the application is approved or not approved certain costs and expenses will be incurred and the fees described above will not be refunded to the applicant(s).

The applicant(s) releases both the Cooperative Corporation and the managing agent from any liability for the return of these funds incurred in processing the application, and agrees that in the event the applicant seeks recovery of such fees, the applicant shall be liable for all cost and expenses (including attorney's fees) incurred by the Cooperative and/or managing agent.

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Applicant Signature

SHAREHOLDER(S) INFORMATION

Date \_\_\_\_\_ 20 \_\_\_\_\_

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

Original Date of Purchase \_\_\_\_\_

Purchase Price: \_\_\_\_\_

Has this apartment ever been subleased to anyone else prior to the current applicant? \_\_\_\_\_

If so, please indicate dates \_\_\_\_\_

Current Sublease Request Information:

Lease Term: From: \_\_\_\_\_ To: \_\_\_\_\_

Rent: Monthly: \$ \_\_\_\_\_ Yearly: \$ \_\_\_\_\_

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

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

Home Phone #: \_\_\_\_\_ Business Phone #: \_\_\_\_\_

\*\*\*\*\*

Broker's Name: #1 \_\_\_\_\_ 2 \_\_\_\_\_

Broker's Phone: # 1 \_\_\_\_\_ 2 \_\_\_\_\_

TENANT(S) GENERAL INFORMATION

PERSONAL INFORMATION

Applicant Full Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Citizenship: \_\_\_\_\_

Co-Applicant Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Social Security #: \_\_\_\_\_

Citizenship: \_\_\_\_\_

Educational and Professional Background:

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

\_\_\_\_\_

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

\_\_\_\_\_

RESIDENCY HISTORY:

PRESENT ADDRESS: \_\_\_\_\_ Amount of Mo. Rent \$ \_\_\_\_\_

Present Phone #: \_\_\_\_\_

Length of Time at Present Address: \_\_\_\_\_

Present Landlord or Mortgage Holder: \_\_\_\_\_

Reason for Moving: \_\_\_\_\_

PREVIOUS ADDRESS: \_\_\_\_\_

Length of Time at Previous Address: \_\_\_\_\_

Previous Landlord or Mortgage Holder: \_\_\_\_\_

Amount of Mo. Rent \$ \_\_\_\_\_

Reason for Moving: \_\_\_\_\_

EMPLOYMENT INFORMATION

Applicant:

Employed by: \_\_\_\_\_

Period Employed: \_\_\_\_\_ Phone #: \_\_\_\_\_

Employer's Address: \_\_\_\_\_

Position Held: \_\_\_\_\_ Supervisor: \_\_\_\_\_

Co-Applicant:

Employed by: \_\_\_\_\_

Period Employed: \_\_\_\_\_ Phone #: \_\_\_\_\_

Employer's Address: \_\_\_\_\_

Position Held: \_\_\_\_\_ Supervisor: \_\_\_\_\_

If your employer has changed in the last (2) two years indicate on the back of this page, name, address and dates of prior employment.

In case of a personal emergency, Notify:

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

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

Relationship: \_\_\_\_\_

Applicant Signature: \_\_\_\_\_ Date \_\_\_\_\_

Co-Applicant Signature: \_\_\_\_\_ Date \_\_\_\_\_

**AUTHORIZATION**  
**PLEASE READ CAREFULLY BEFORE SIGNING**

I/We authorize a tenant background search or consumer report. I/We authorize the verification of all information in this application and its release to the Landlord/Condominium/ Cooperative/ Maxwell-Kates, Inc. or other parties connected with the lease/purchase/transfer contemplated herein.

APPLICANT(S) NAME:	1. _____	2. _____
APPLICANT(S) SIGNATURE	1. _____	2. _____
ADDRESS:	1. _____	2. _____
	_____	_____
SOCIAL SECURITY #:	1. _____	2. _____
DATE OF BIRTH:	1. _____	2. _____

***NOTICE UNDER NYCACS 20-808***

The application provided by you may be used to obtain a tenant screening report; the name and address of the consumer reporting agency or agencies that will be used to obtain such report is/are:

CoreLogic Safe Rent  
c/o Consumer Relations Department  
7300 Westmore Road, Suite 3  
Rockville, MD 20850-5223  
Telephone: (888) 333-2413

Pursuant to federal and state law:

1. If the Landlord takes adverse action against you on the basis of information contained in a tenant screening report, the Landlord must notify you that such action was taken and supply you with the name and address of the consumer reporting agency that provided the tenant screening report on the basis of which such action was taken;
2. If any adverse action is taken against you based on information contained in a consumer screening report, you have the right to inspect and receive a free copy of that report by contacting the consumer reporting agency;
3. Every tenant or prospective tenant is entitled to one free tenant screening report for each national consumer reporting agency annually, in addition to a credit report that should be obtained from [www.annualcreditreport.com](http://www.annualcreditreport.com); and
4. Every tenant or prospective tenant may dispute inaccurate or incorrect information contained in a tenant screening report directly with the consumer reporting agency.

HOUSE RULES

I (WE) ACKNOWLEDGE HEREBY MY UNDERSTANDING OF THE HOUSE RULES  
AND ALL TERMS OF THE PROPRIETARY LEASE STATED  
HEREIN. I (WE) RECOGNIZE THAT BY ACTING TO THE CONTRARY ON ANY  
TERMS OF THE PROPRIETARY LEASE AND THE HOUSE RULES  
I(WE) SHALL BE IN VIOLATION OF TERMS AND CONDITIONS OF  
THE PROPRIETARY LEASE AND ITS SUPPLEMENTS. I (WE) ALSO STATE  
THAT I (WE) HAVE READ THE HOUSE RULES OF THE APARTMENT CORPORATION  
AND GIVE MY (OUR) ASSURANCE THAT ALL  
MEMBERS OF MY HOUSEHOLD AND GUESTS WILL CONFORM TO THEM.

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
APPLICANT SIGNATURE

\_\_\_\_\_  
DATE

244 MADISON REALTY CORP.

Shareholders Sublease Acknowledgement

I/We hereby acknowledge and understand that Board approval of sublease by 244 Madison Realty Corp. does not constitute any representation by the Board concerning or approval of any subtenant's finances or character, and that the shareholder's obligation under the proprietary lease remain in full force, regardless of any subtenant's conduct.

Date \_\_\_\_\_

Apartment: \_\_\_\_\_

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Shareholder



244 MADISON REALTY CORP.  
244 Madison Avenue  
New York, NY 10016

SUBLEASE RENEWAL ACKNOWLEDGEMENT

This form is to be acknowledged by shareholder(s) and  
subtenant(s):

UPON EXPIRATION OF THE SUBLEASE SHAREHODLER(S) MUST APPLY  
TO THE BOARD OF DIRECTORS FOR RENEWAL (IF APPLICABLE) AT  
LEAST THIRTY (30) DAYS PRIOR TO THE EXPIRATION DATE BY  
SUBMITTING THE FOLLOWING

- A. FULLY EXECUTED RENEWAL SUBLEASE AGREEMENT
- B. SUBLET RENEWAL FEE TO: 244 MADISON REALTY CORP.
- C. PROCESSING FEE TO: MAXWELL-KATES, INC. FOR  
SUBLEASE RENEWAL IN THE AMOUNT OF \$150.00.

IF SUBLEASE IS NOT RENEWED YOU WILL BE IN VIOLATION OF THE  
SUBLET POLICY OF 244 MADISON REALTY CORP. AND PENALTY WILL  
BE IMPOSED TO THE SHAREHOLDER(S).

\_\_\_\_\_  
Shareholder signature

\_\_\_\_\_  
Subtenant signature

\_\_\_\_\_  
Shareholder signature

\_\_\_\_\_  
Sublease signature

**Authorization Agreement for Pre-Authorized Payments**

**ACH DEBIT**

I WANT TO ENROLL IN THE DIRECT PAYMENT OPTION AND HAVE MY MONTHLY PAYMENTS DEDUCTED AUTOMATICALLY FROM THE ACCOUNT ASSOCIATED WITH THE ENCLOSED CHECK.

PLEASE BE SURE TO ATTACH A CHECK DRAWN UPON THE CHECKING ACCOUNT WHICH YOU WANT TO BE DEBITED FOR THE PRE-AUTHORIZED PAYMENT OPTION.

PLEASE SIGN THIS FORM WHERE INDICATED AS YOUR ACCEPTANCE AND AGREEMENT OF THE ACH DEBIT PROGRAM.

I AUTHORIZE AND INSTRUCT MY FINANCIAL INSTITUTION TO DEDUCT THE AMOUNT OF MY MONTHLY BILL FROM THE ACCOUNT ASSOCIATED WITH THE ATTACHED CHECK. MAXWELL-KATES, INC. WILL NOTIFY THE FINANCIAL INSTITUTION OF THE AMOUNT TO BE DEDUCTED. IF AT ANY TIME I DECIDE TO DISCONTINUE THE DIRECT PAYMENT OPTION, I MUST NOTIFY MAXWELL-KATES, INC. IN WRITING.

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

Print Name(s):

\_\_\_\_\_

Building Address:

\_\_\_\_\_

Apartment #:

\_\_\_\_\_

MKI Account No: \_\_\_\_\_(as found on monthly bill)

**PLEASE ATTACH ORIGINAL VOIDED CHECK BELOW**

244 MADISON AVENUE REALTY CORP.  
244 Madison Avenue  
New York, NY 10016

SUBTENANT AFFIDAVIT  
Overnight Guests Policy

The undersigned hereby acknowledges and agrees that He(She) may not have overnight guests when NOT IN RESIDENCE, regardless of their relationship, unless approved by the Board of Directors.

\_\_\_\_\_  
Subtenant Signature

\_\_\_\_\_  
Subtenant Signature

Sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Notary Public

244 MADISON AVENUE REALTY CORP.  
244 Madison Avenue  
New York, NY 10016

AFFIDAVIT  
PURCHASERS - RENTERS  
NO DOGS

The undersigned hereby acknowledges and agrees that  
Apartment # \_\_\_\_\_ at 244 Madison Avenue, New York, New York,  
shall harbor NO DOGS in such apartment.

The undersigned further specifically acknowledges and agrees  
that a violation of the above shall be a default under the terms of  
the HOUSE RULES affecting such apartment and entitle 244  
Madison Avenue Realty Corp. to commence dispossesse proceedings.

In addition, the undersigned further acknowledges the  
obligation to reimburse the apartment corporation for its cost and  
expenses, including legal fees, resulting from such a breach.

\_\_\_\_\_

\_\_\_\_\_

Sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_

Notary Public

244 MADISON AVENUE REALTY CORP.  
244 Madison Avenue  
New York, NY 10016

AFFIDAVIT

PURCHASERS – RENTERS  
PROPRIETARY LEASE / HOUSE RULES

I (we) acknowledge hereby my understanding of the HOUSE RULES and all terms of the proprietary lease stated herein. I (we) recognize that by acting to the contrary on any terms of the PROPRIETARY LEASE and the HOUSE RULES I (We) shall be in violation of terms and conditions of the PROPRIETARY LEASE and its supplements.

I (we) also state that I (we) have read the HOUSE RULES of the apartment corporation and give my (our) assurance that all members of my household and guests will conform to them.

The undersigned further specifically acknowledges and agrees that a violation of the above shall be a default under the terms of the House Rules affecting apartment # \_\_\_\_\_ and entitle 244 Madison Avenue Realty Corp. to commence dispossession proceedings.

In addition, the undersigned further acknowledges the obligation to reimburse the co-operative for its cost and expenses, including legal fees, resulting from such a breach.

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

Sworn to before me  
This \_\_\_\_\_ day of \_\_\_\_\_

\_\_\_\_\_  
Notary Public

To: Tenant  
Dated: January 1, 2008

From: Landlord

### ANNUAL NOTICE

#### PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

New York City law requires that tenants living in buildings with 3 or more apartments complete this form and return it to their landlord before February 15, each year. If you do not return this form, your landlord is required to visit your apartment to determine if children age 10 years or younger (under 11) live in your apartment. If young children live in your apartment, the law requires your landlord to inspect for and properly install window guards and to inspect for and safely repair peeling paint.

Peeling Lead Paint	Window Guards
<p>By law, your landlord is required to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child age 6 years or younger (under 7) lives with you.</p> <ul style="list-style-type: none"><li>You must notify your landlord in writing if a child under 7 comes to live with you during the year.</li><li>If a child under 7 lives with you, your landlord must inspect your apartment and provide you with the results of these paint inspections.</li><li>Always report peeling paint to your landlord. Call 311 if your landlord does not respond.</li><li>Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards.</li></ul> <p><small>These requirements apply to buildings with 3 or more apartments built before 1960. They also apply to buildings built between 1960 and 1978 if the landlord knows that lead paint is present.</small></p>	<p>By law, your landlord is required to install window guards in all your windows if a child age 10 or younger (under 11) lives with you, OR if you request them (even if no children live with you).</p> <ul style="list-style-type: none"><li>ONLY windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement.</li><li>it is against the law for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed.</li><li>Window guards should be installed so there is no space greater than 4 1/2 inches above or below the guard, on the side of the guard, or between the bars.</li></ul> <p><small>These requirements apply to all buildings with 3 or more apartments, regardless of when they were built.</small></p>

Please check all that apply.

- A child age 6 years or younger (under 7) lives in my apartment.
- A child age 10 years or younger (under 11) lives in my apartment and:
- Window guards are installed in all windows as required.
  - Window guards need installation or repair.
  - Window guards are NOT installed in all windows as required.
- No child age 10 years or younger (under 11) lives in my apartment:
- I want window guards installed anyway.
  - I have window guards, but they need repair.

Signature \_\_\_\_\_

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

Date \_\_\_\_\_

Deadline for return: February 15, 2008

PLEASE RETURN THIS FORM TO:

MAXWELL-KATES, INC.  
9 EAST 38<sup>TH</sup> STREET  
6<sup>TH</sup> FLOOR  
NEW YORK, NEW YORK 10016

Call 311 for more information on preventing window falls and lead poisoning.

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

**Lead Warning Statement**

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

**Lessor'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) \_\_\_\_\_ Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(i) \_\_\_\_\_ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

**Lessee's Acknowledgment (initial)**

(c) \_\_\_\_\_ Lessee has received copies of all information listed above.

(d) \_\_\_\_\_ Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*.

**Agent's Acknowledgment (initial)**

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

**Certification of Accuracy**

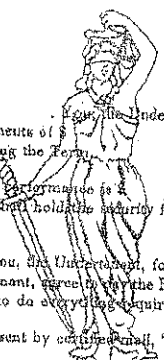
The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Lessor	_____ Date	_____ Lessor	_____ Date
_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date

### SUBLEASE AGREEMENT

The parties agree as follows:

- Date of this Sublease:**
- Parties to this Sublease:**
  - Overtenant:
  - Address for notices:
  - You, the Undertenant:
  - Address for notices:
- Information from Over-Lease:**
  - Landlord:
  - Address for notices:
  - Overtenant:
  - Address for notices:
  - Date of Over-Lease:
  - Term: from: to:
- Terms:** A copy of the Over-Lease is attached as an important part of the Sublease.
- Premises rented:**
  - 1. ending: years: months: Beginning:
  - 2.
- Use of premises:** 3. The premises may be used for \_\_\_\_\_ only.
- Rent:** 4. The yearly rent is \$ \_\_\_\_\_. You, the Undertenant, will pay this yearly rent to the Overtenant in twelve equal monthly payments of \$ \_\_\_\_\_ on the first day of each month during the Term. Payments shall be paid in advance.
- Security:** 5. The security for the Undertenant's performance is \$ \_\_\_\_\_. Overtenant states that Overtenant has received it. Overtenant shall hold the security in accordance with Paragraph \_\_\_\_\_ of the Over-Lease.
- Agreement to lease and pay rent:** 6. Overtenant sublets the premises to you, the Undertenant, for the Term. Overtenant states that it has the authority to do so. You, the Undertenant, agree to pay the Rent and other charges as required in the Sublease. You, the Undertenant, agree to do everything required of you in the Sublease.
- Notices:** 7. All notices in the Sublease shall be sent by certified mail, "return receipt requested".
- Subject to:** 8. The Sublease is subject to the Over-Lease. It is also subject to any agreement to which the Over-Lease is subject. You, the Undertenant, state that you have read and initialed the Over-Lease and will not violate it in any way.
- Overtenant's duties:** 9. The Over-Lease describes the Landlord's duties. The Overtenant is not obligated to perform the Landlord's duties. If the Landlord fails to perform, you, the Undertenant, must send the Overtenant a notice. Upon receipt of the notice, the Overtenant shall then promptly notify the Landlord and demand that the Over-Lease agreements be carried out. The Overtenant shall continue the demands until the Landlord performs.
- Consent:** 10. If the Landlord's consent to the Sublease is required, this consent must be received within \_\_\_\_\_ 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 Undertenant.
- Adopting the Over-Lease and exceptions:** 11. The provisions of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease applying to the Overtenant are binding on you, the Undertenant, except these:
  - a) These numbered paragraphs of the Over-Lease shall not apply:
  - b) These numbered paragraphs of the Over-Lease are changed as follows:





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

Signatures:

OVERTENANT:

You, the UNDERTENANT:

Witness:

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

Date of Guaranty:

Guarantor and address:

Reason for Guaranty:

Guaranty:

Changes in Sublease have no effect:

Waiver of notice:

Performance:

Waiver of jury trial:

Changes:

Signatures:

1. I know that the Overtenant would not rent the premises to the Undertenant unless I guarantee Undertenant's performance. I have also requested the Overtenant to enter into the Sublease with the Undertenant. I have a substantial interest in making sure that the Overtenant rents the premises to the Undertenant.
2. The following is my Guaranty:  
I guaranty the full performance of the Sublease by the Undertenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.  
  
In addition, I agree to these other terms:  
3. This Guaranty will not be affected by any change in the Sublease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will be binding even if I am not a party to these changes.
4. I do not have to be informed about any failure of performance by Undertenant. I waive notice of non-payment or nonperformance.
5. If the Undertenant fails to perform under the Sublease, the Overtenant may require me to perform without first demanding that the Undertenant perform.
6. I give up my right to trial by jury in any claim related to the Sublease or this Guaranty.
7. This Guaranty of payment and performance can be changed only by written agreement signed by all parties to the Sublease and Guaranty.

WITNESS:

GUARANTOR:

EPA and HUD Lead Paint Regulations, Effective September 6, 1996<sup>1</sup>  
Landlords must disclose known lead-based paint and lead-based paint hazards of pre-1978 housing to tenants.<sup>2</sup> Use the following  
BLUMBERG LAW PRODUCTS (800 LAW MART) to comply:  
3140 Lead Paint Information Booklet      3141 Lead Paint Lease Disclosure Form  
<sup>1</sup>December 6, 1996 for owners of 1 to 4 residential dwellings.  
<sup>2</sup>Leases for less than 100 days, 0-bedroom units, elderly and handicapped housing (unless children live there) and housing found to be lead-free by a certified inspector are excluded.

244 MADISON REALTY CORP.

HOUSE RULES

Revised 9/1/11

(1) BUILDING STRUCTURE

- a. No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Cooperative or the managing agent, nor shall anything be projected out of any window of the building without similar approval.
- b. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Building, except such as shall have been approved in writing by the Cooperative or managing agent.
- c. No radio or television aerial or dish shall be attached to or hung from the exterior of the building without the prior written approval of the Cooperative or the managing agent.

(2) BUILDING EMPLOYEES

- a. No Resident shall send any employee of the Cooperative out of the building on any private business.
- b. No resident can borrow the building's ladders, tools or equipment.
- c. Residents can ask staff for assistance in their apartments during staff working hours if the maintenance pertains to a plumbing problem or heating problem. Otherwise, all work done in an apartment by staff has to be done during the staff member's off hours.
- d. The Cooperative assumes no responsibility for any injury or damage sustained while a staff member is doing personal work for a resident.

(3) BUSINESS USE

Apartments are to be used for living purposes only, except as approved in advance and in writing, by the Board of Directors for limited business use. This limited business use would permit, with board approval, the use of the apartment wherein customers, clients, patients, associates, employees and deliveries would not be intrusive.

(4) COMPLAINTS

- a. Complaints regarding the service of the building shall be made in writing to the managing agent of the Cooperative

(5) CONSTRUCTION and REPAIRS

- a. Construction or repair work or other installation involving noise shall be conducted in any Apartment only on weekdays (not including legal holidays) and only between the hours of 9:00 a.m. and 5:00 p.m.
- b. Residents are required to inform, in writing, all adjacent residents on the same floor, as well as above and below the apartment undergoing renovation, of the estimated timeframe and nature of the work.
- c. Water and heat shut offs require 3 days notice to the superintendent.

(6) DELIVERIES, MESSENGERS and MERCHANTS

- a. Weekday delivery and/or removal hours are 9:00 A.M. to 5:00 P.M. Large items must be delivered during the week.
- b. Saturday delivery and/or removal hours are 9:00 A.M. to 1:00 P.M. for small to medium size items only. Two elevator trips per delivery/removal are allowed.
- c. There are no deliveries and/or removals on Sunday.
- d. The superintendent must be notified 3 days in advance of all deliveries and/or removals.
- e. Supermarket delivery couriers must use building luggage carts to transport deliveries in elevators. Doorman will assist with luggage cart, when able.
- f. Messengers and trades people shall use such means of ingress and egress as shall be designated by the Cooperative.
- g. NO FLYERS from outside merchants and delivery couriers are permitted to be placed under doors. If residents find flyers, please report them to the doorman. If flyers continue, that merchant will be limited to the lobby.

(7) EXTERMINATOR

- a. The agents of the Cooperative, and any contractor or workman authorized by the Cooperative, 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 such.
- b. If a Resident retains an outside exterminator, it is at the Resident's expense.

(8) GARBAGE, REFUSE AND RECYCLING

- a. Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or managing agent of the building may direct.
- b. All food and non-recyclable refuse must be securely placed in strong, unbreakable bags and thrown down the garbage chute. Garbage and/or detergent should not be dropped on any floor.
- c. Newspapers, glass, cans, foil, bottles, plastic containers and other recyclable materials must be placed in the separate containers, located in Staircase A (near the elevators). No food of any kind should be left in the recycling containers.
- d. Boxes and newspapers left in recycling bins should be neatly stacked. Boxes should be flattened and if there are numerous boxes and newspapers they should be folded into plastic bags.
- e. For any large refuse, building staff should be called for assistance to remove such to the basement.
- f. At no time should door mats or area rugs be shaken in any public area (hallways, stairways).

(9) INSURANCE

At the time of purchase, sublease, renewal or refinance, all Shareholders are required to show proof of a minimum of \$500,000 liability insurance in addition to property, fire and theft insurance, with the Cooperative as a named insured on all of the above.

(10) KEYS

It is required that a set of keys for each apartment is provided to the Superintendent for emergencies. Residents failing to provide keys will bear the cost of repairs if their doors have to be opened in an emergency.

(11) LAUNDRY

- a. Laundry facilities are available 24 hours/day.
- b. Residents may be permitted to have a washing machine in lieu of a dishwasher, subject to Board approval.
- c. Laundry carts may not be removed from laundry room.

(12) MOVING IN AND OUT

- a. Moving in and out hours are weekdays 9:00 A.M. to 5:00 P.M. The Superintendent has the discretion to extend the hours on a case by case basis.
- b. You must notify the Superintendent at least 2 weeks in advance to schedule the date and time you intend to move.

(13) NOISE

- a. No Resident shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Residents.
- b. Unless expressly authorized by the Board of Directors in each case, the floors of each Apartment must be covered with rugs or carpeting or equally effective noise-reducing material, to the extent of at least eighty (80%) percent of the floor area of each room excepting only kitchens, pantries, bathrooms, and closets.
- c. No Resident shall make or permit any disturbing noises or play any musical instrument or operate any musical device or a radio or television or speaker, or make or permit any disturbing noises in such Resident's apartment between the hours of 11:00 P.M. - 7:00 A.M.
- d. Residents may call doorman with a noise complaint.

(14) OPEN HOUSES / SELLING APARTMENTS

- a. No group tour or exhibition of any Apartment or its contents shall be conducted, nor shall any auction sale be held in any Apartment without the consent of the Cooperative or its managing agent. These rules apply to all brokers.
- b. 72 hour advance written notice must be given to the Superintendent for all Open Houses.
- c. Doormen must be notified in advance when an apartment is being shown by appointment.
- d. Sunday is the only day permitted for Open Houses.
- e. Open Houses are restricted to 2-hour intervals from 11:30 am to 1:30 pm or from 2:30 pm to 4:30 pm. You may reschedule if closed out.
- f. Brokers, or their representatives, holding open houses must accompany a prospective purchaser, or a small group of purchasers, both to and from the apartment. This practice must be repeated for each apartment to be viewed. Prospective buyers must wait in the lobby until the broker, or broker's representative, is available.

(15) PARKING

No vehicle belonging to a Resident or to a member of the family, guest, subtenant or employee of a Resident shall be parked in such manner as to prevent access to the entrance of the building.

(16) PETS

- a. A maximum of two cats per apartment are permitted.
- b. No dogs or reptiles or large fish tanks are permitted in the building.
- c. Visitors are not permitted to bring their dogs into the building.
- d. No pigeons or other birds or animals shall be fed from the windowsills, balconies, court space or other public portions of the building, or on the sidewalks or street adjacent to the building.

(17) PLANTS

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

(18) PUBLIC SPACES

- a. The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartments in the building.
- b. No article shall be placed in the halls or on the staircase landings nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the windowsills of the building.
- c. No bicycles, scooters, baby carriages or similar vehicles shall be allowed to stand in the public halls, passageways or areas of the building.
- d. The lobby shall not be used as a waiting room for business invitees.
- e. Children shall not play in the public halls, courts, stairways or elevators. No child shall be left unattended in the lobby and no child shall be permitted on the roof unless accompanied by a responsible adult.
- f. The Resident shall not permit unreasonable cooking, smoking or other odors to escape into the building.
- g. Bare feet are not permitted in the lobby, mailroom and laundry room areas.
- h. Smoking is not permitted under the awning, in the lobby and hallways or on the roof.
- i. Throwing lighted cigarettes and other items off the rooftop or out of windows is prohibited.

(19) ROOF

- a. The roof is for the QUIET enjoyment of the residents of 244 Madison Avenue and their accompanied guest(s). It is open between the hours of 7:00 AM and 11:00 PM.
- b. EXCESSIVE NOISE is not permitted. Be considerate of your Penthouse and Upper Penthouse neighbors. They are disturbed by loud noise and the FURNITURE SCRAPING ALONG THE FLOOR TILES. Therefore, tables and chairs, if moved, must be lifted, not dragged, and returned to their original place.
- c. Please DO NOT SMOKE. We ask residents, and their guests, to act responsibly. We have found many cigarette butts wedged in the cracks between the roof tiles, especially in the alcove on the corner of 37th Street and Madison Avenue. This creates potential roof membrane damage, as well as the danger of fire.
- d. ALCOHOL is not permitted.
- e. Only use PAPER OR PLASTIC ware for eating and drinking. No glass containers, plates, glasses, etc. are permitted. They are a danger when broken.
- f. DISCARD REFUSE in designated receptacles and under no circumstances may any item be thrown off the rooftop.
- g. CHILDREN under the age of 14 must be accompanied by a parent. Parents will be held responsible for the behavior of their children.
- h. Please DO NOT PICK FLOWERS or disturb the TREES.
- i. COOKING, of any kind, is not permitted.
- j. WHEELED BICYCLES, roller skating, rollerblading, skateboarding, ball playing, wading pools, sandboxes, sprinklers and frisbees are not permitted.
- k. PETS are not permitted.
- l. Permission for a gathering of 10 OR MORE GUESTS (with a maximum of 20 guests) must be requested by completing the appropriate form and submitting it to the superintendent at least 7 days in advance. Decisions will be made in the order of their requests.
- m. Shareholders / residents will be held responsible for the cost of any damages and violators of the rules will be subject to fines. These General Rules and Regulations may be changed, amended or added to by Management without any written notification to shareholders / residents.

(20) SUBLETS

- a. Subletting of apartments is permitted subject to Board approval. Shareholder(s) wishing to sublet must be an owner and resident of the building for at least 2 years. Sublets must be approved by the Board on an annual basis. The sublet fee to the Cooperative is \$1,000.00 for the first year of the sublet, increasing by \$300.00 for every year the apartment is consecutively sublet.
- b. No apartment may be used as a business during the sublet. There will be a fine of \$1,000 for illegal sublets.
- c. All new sublets will require proof of insurance to be provided by shareholder, with the Cooperative as a named insured.
- d. The Subtenant must acknowledge, in writing, that no business associate or invitee may have access to the premises in his/her absence.
- e. Any shareholder in arrears and is subletting his/her apartment will not be approved for renewal.
- f. A Shareholder is required to provide automatic deduction of monthly maintenance.

- g. Subtenant smoking is prohibited in apartments subleased as of June 1, 2006 or thereafter. A violation of this rule can result in the sublet not being renewed.

(21) VISITORS / OVERNIGHT GUESTS

- a. Visitors must be announced before continuing into the building unless previously authorized by Resident.
- b. WHEN IN RESIDENCE, Shareholders and Subtenants may have overnight guests for a period not exceeding 30 days.
- c. WHEN NOT IN RESIDENCE, only Shareholders may have overnight guests, provided such guests are members of the Shareholder's Immediate Family (i.e. spouse, children, grandchildren, parents, grandparents, brothers, sisters and domestic employees). These guests may not themselves have overnight guests.
- e. A Subtenant may NOT have overnight guests when NOT IN RESIDENCE, regardless of their relationship, unless approved by the Board of Directors.
- d. Residents must have a completed Guest Registration Card on file with the door staff for the duration of their overnight guest's stay.
- e. The Shareholder shall not be entitled to receive any remuneration from guests.
- f. Written consent of the Board of Directors is required for any exception to the provisions of this Rule 21.

(22) WATER

- a. Water appliances shall only be used for their specific purposes. The cost of repairing any damage
- b. resulting from misuse of any water apparatus or appliances shall be paid for by the Shareholder in whose apartment it shall have been caused.
- c. "Wet Over Dry": Installation of devices or fixtures which are connected to plumbing is restricted to those areas of apartments which are in a vertical line with such devices and/or fixtures of other apartments in the same line.
- d. No single unit may have more than one "washing machine" (for dishes or clothes).

(23) WINDOWS

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

(24) ANY CONSENT OR APPROVAL GIVEN, UNDER THESE HOUSE RULES, BY THE COOPERATIVE SHALL BE REVOCABLE AT ANY TIME.

(25) THESE HOUSE RULES MAY BE ADDED TO, AMENDED, OR REPEALED AT ANY TIME BY RESOLUTION OF THE BOARD OF DIRECTORS.