

1. Cover Letter
2. Lender's Written Consent to Sublet
3. Sublease Application
4. Financial Statement
5. Sublease Agreement
6. Tenant Data Verification Form
7. Sprinkler Disclosure Form
8. Window Guard Form
9. Lead Based Paint Disclosure Forms
10. Fire Safety Plan and Brochure
11. Reference Letters (Business)
12. Reference Letters (Personal)
13. Reference Letter (Bank)
14. Legal Mailing Address Form
15. Shareholder Information Form

# 1. Cover Letter

For more information, please refer to the document attached.

**300 WEST 23RD STREET OWNERS CORP.  
300 West 23rd Street  
New York, New York 10011-2240**

## **APPLICATION PROCEDURES FOR COOPERATIVE APARTMENT SUBLEASE**

**Procedures:** To make an application for the sublease of a cooperative apartment at 300 West 23rd Street, documents must be completed and submitted to **Elise Davis, Closing Department, Douglas Elliman Property Management, 675 Third Avenue, 6<sup>th</sup> Floor, New York, NY 10017** [e-mail address: [Elise.Davis@ellimanpm.com](mailto:Elise.Davis@ellimanpm.com)]. Copies will be distributed to members of the Board of Directors of 300 West 23<sup>rd</sup> Street for review. The Board of Directors reserves the right to request additional information at any time and is under no obligation to approve the submitted application. Incomplete applications will not be accepted. The Board of Directors will require an interview of the proposed subtenant at a time and place to be arranged. Douglas Elliman Property Management and 300 West 23rd Street Owners acknowledge that all information submitted will be treated confidentially, and its use will be solely for the consideration of the proposed sublease.

**Shareholders must own their apartment for at least one year before subletting. Shareholders may sublet for a maximum of two years. Initial lease will be for one year only but can be renewed for a second year. The Board of Directors must approve the initial sublease package and approve the sublease through an in-person interview. Renewal of lease for a second year must also be approved by the board but a second interview would not be required.**

---

**To expedite the processing of applications, all required fees and a complete application must be submitted electronically. To apply online, please go to:**

**[https://www.ellimanpm.com/buildings/300 West 23rd Street](https://www.ellimanpm.com/buildings/300%20West%2023rd%20Street)**

### **Printed Copies to Accompany Digital Submission:**

Upon successful submission of a digital application, applicant(s) must submit one (1) set of the completed application.

### **Privacy protocol for printed copies:**

- The only document where social security numbers should appear is the Credit Release form. Please use the redaction tool in the digital platform to redact all other instances of social security numbers in the application package.
- Only the last four digits of all account numbers should appear. Please use the redaction tool in the digital platform to redact all numbers appearing before the last four digits (on all bank statements, brokerage statements, tax returns, etc.).

**Page Two**  
**Sublet Requirements**  
**300 West 23<sup>rd</sup> Street**

- All application packages can be printed from the digital application platform via 'Download & Print' function
  - All printed packages must be identical to the digital application you submit via the platform
- 

**Section 1**

- a) If you have financing on your apartment, you must obtain your lender's written consent to sublet. If you do not have financing, you must provide the Board with a notarized letter signed by each tenant-shareholder stating that fact (sample letter attached).
- b) REBNY Sublease Application (enclosed).
- c) Blumberg Sublease Agreement (enclosed).
- d) Rider to Sublease Agreement (enclosed).
- e) Tenant Data Verification Form (enclosed).
- f) Sprinkler Disclosure Form (enclosed).
- g) Window Guard Form (enclosed).
- h) Local Law 1 Lead Form (enclosed).
- i) **Lead Based Paint Disclosure Forms (enclosed):**  
The disclosure documents must be completed in their entirety and submitted for review with the Board Package. **The Board Package will not be sent to the Board of Directors for review unless the Lead Based Paint Disclosure documents are included. NO EXCEPTIONS** be made. Enclosed is a summary of the Lead Based Paint Disclosure Information.
- j) Fire Safety Plan and Brochure (enclosed).

**Section 2**      **References**

- a) Two (2) Business Letters of Reference.
- b) Two (2) Personal Letters of Reference.
- c) Bank Reference Letter(s) stating type of account, amount on deposit in dollars and age of the account.

**Section 3**      **Addendum to Sublease Package – (to be completed by shareholder)**

- a) Legal Mailing Address Form (enclosed).
- b) Shareholder Information Form on Sublet (enclosed).

**Page Three**  
**Sublet Requirements**  
**300 West 23<sup>rd</sup> Street**

**Term:**

All sublets approved by the Board of Directors will be for a maximum term of one (1) year. A sublet may be renewed if approved by the Board of Directors for a one additional year. Approval for renewal from the Board must be requested at least 45 days prior to the expiration of the sublease.

**FEES:**

- All fees due at submission must be paid electronically at the time of submission of your digital application. Please refer to our website for a detailed listing of fees due with your application.

<https://www.ellimanpm.com/buildings/300 West 23rd Street>

**GENERAL NOTES:**

- Incomplete packages will not be accepted.
- All packages should be typed and not handwritten.
- All fees are non-refundable unless otherwise noted.
- Please do not individually envelope each set of the package.
- Please do not submit original documents that you expect returned after the application is reviewed. Submit copies only.
- Please do not include in your submission documents that are provided for informational purposes such as house rules, move policy, alteration agreement etc.
- The liquid asset amounts indicated on the Financial Statement must be verified dollar for dollar by your included supporting statements.
- All supporting statements must be complete and must include all pages.
- All reference letters must be signed and must be unique.
- Neither “*The Work Number*” nor any other third party employment verification services are accepted. You must provide an employment verification letter.
- If any documentation in your application is in a language other than English this documentation must be translated into English and certified that the translation is accurate.
- If any financial information included in your application is stated in currency other than USD you must have these items converted into USD and certified that the conversion is accurate.
- All lease renewal requests/option to renew requests must be submitted for Board for review. A \$300 lease renewal fee, payable to Douglas Elliman Property Management, is due with all renewal requests/option to renew requests.

## 2. Lender's Written Consent to Sublet

If you have financing on your apartment, you must obtain your lender's written consent to sublet. If you do not have financing, you must provide the Board with a notarized letter signed by each tenant-shareholder stating that fact (sample letter enclosed).

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

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

Attn: \_\_\_\_\_

Re: Mortgage No. \_\_\_\_\_

Dear Sir or Madam:

Section 2 (a) of the Recognition Agreement which forms a part of my cooperative mortgage requires the bank's written consent to sublease my apartment. I would like to sublease my apartment beginning \_\_\_\_\_ and would appreciate receiving the required consent as soon as possible.

Very truly yours,

X

\_\_\_\_\_

### 3. Sublease Application

Please complete REBNY Sublease Application (enclosed).



**SUBLEASE APPLICATION  
FOR THE SUBLEASE OF COOPERATIVE APARTMENT**

Building: \_\_\_\_\_ Apt: \_\_\_\_\_ Shares: \_\_\_\_\_

Length of lease: \_\_\_\_\_ Monthly Maintenance: \_\_\_\_\_

To Begin: \_\_\_\_\_ To Expire: \_\_\_\_\_

Security: \_\_\_\_\_ Annual Rent: \_\_\_\_\_ Monthly Rent: \_\_\_\_\_

Special conditions if any: \_\_\_\_\_

Name of corporation: \_\_\_\_\_

Managing Agent: \_\_\_\_\_ Telephone: (000) 000-0000

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

Shareholder(s): \_\_\_\_\_ SS#: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

\_\_\_\_\_ SS#: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

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

Address for Notices: \_\_\_\_\_ Tel: (000) 000-0000 Fax: (000) 000-0000

Subtenant(s): \_\_\_\_\_ SS#: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Office #: (000) 000-0000 Home #: (000) 000-0000

\_\_\_\_\_ SS#: \_\_\_\_ - \_\_\_\_ - \_\_\_\_

Office #: (000) 000-0000 Home #: (000) 000-0000

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

Broker(s) \_\_\_\_\_

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

Owner's Mortgage Lender: \_\_\_\_\_



**SUBLEASE APPLICATION  
FOR THE SUBLEASE OF COOPERATIVE APARTMENT**

**PERSONAL INFORMATION REGARDING APPLICANT(S)**

DATE MM/DD/YYYY

**APPLICANT**

**CO-APPLICANT**

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

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

Dates of Residence: MM/DD/YYYY TO MM/DD/YYYY MM/DD/YYYY TO MM/DD/YYYY

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

Nature of Business: \_\_\_\_\_

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

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

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

Period of Employment: MM/DD/YYYY TO MM/DD/YYYY MM/DD/YYYY TO MM/DD/YYYY

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

Prior employer or residence if less than 3 years: \_\_\_\_\_

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

Income estimate for this year: \_\_\_\_\_

Actual income last year: \_\_\_\_\_

Educational Background: \_\_\_\_\_

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



**SUBLEASE APPLICATION  
FOR THE SUBLEASE OF COOPERATIVE APARTMENT**

**ADDITIONAL INFORMATION REGARDING APPLICANTS**

Names of all persons who will reside in the Apartment: \_\_\_\_\_

Schools and colleges attended by applicants and occupants (optional): \_\_\_\_\_

Names of anyone in the building known to Applicant: \_\_\_\_\_

Are any pets to be maintained in the Apartment. If yes indicated number and kind: \_\_\_\_\_

Name of organizations to which Applicant belongs (optional): \_\_\_\_\_

**REFERENCES**

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

Occupancy from: MM/DD/YYYY TO MM/DD/YYYY

Previous Landlord: \_\_\_\_\_ Address: \_\_\_\_\_

Occupancy from: MM/DD/YYYY TO MM/DD/YYYY

**PERSONAL REFERENCES:**

**applicant**

- 1. Name \_\_\_\_\_  
Address \_\_\_\_\_
- 2. Name \_\_\_\_\_  
Address \_\_\_\_\_
- 3. Name \_\_\_\_\_  
Address \_\_\_\_\_
- 4. Name \_\_\_\_\_  
Address \_\_\_\_\_

**co-applicant**

- 1. Name \_\_\_\_\_  
Address \_\_\_\_\_
- 2. Name \_\_\_\_\_  
Address \_\_\_\_\_
- 3. Name \_\_\_\_\_  
Address \_\_\_\_\_

**BUSINESS AND PROFESSIONAL REFERENCES:**

**applicant**

- 1. Name \_\_\_\_\_  
Address \_\_\_\_\_
- 2. Name \_\_\_\_\_  
Address \_\_\_\_\_
- 3. Name \_\_\_\_\_  
Address \_\_\_\_\_

**co-applicant**

- 1. Name \_\_\_\_\_  
Address \_\_\_\_\_
- 2. Name \_\_\_\_\_  
Address \_\_\_\_\_
- 3. Name \_\_\_\_\_  
Address \_\_\_\_\_

## 4. Financial Statement

Please complete Financial Statement (enclosed).

# Financial Statement

Applicant:

Co-Applicant:

Address:

Address:

The following is submitted as being a true and accurate statement of the financial condition of the undersigned on the:

\_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

ASSETS			LIABILITIES		
	Applicant	Co-Applicant		Applicant	Co-Applicant
Cash in banks			Notes Payable		
Money Market Funds			To Banks		
Contract Deposit			To Relatives		
Investments: Stocks & Bonds (Schedule A)			To Others		
Investments in Own Business			Installment Accounts Payable:		
Accounts and Notes Receivable			Automobile		
Real Estate Owned (Schedule B)			Other		
Automobiles:			Other Accounts Payable		
Year/Make			Mortgages Payable on Real Estate		
Personal Property and Furniture			(Schedule C)		
Life Insurance Cash Surrender Value			Unpaid Real Estate Taxes		
Retirement Funds/ IRA			Unpaid Income Taxes		
401K			Chattel Mortgages		
KEOGH			Loans on Life Insurance Policies		
Profit Sharing/Pension Plan			(Include Premium Advances)		
Other Retirement			Outstanding Credit Card Debt		
Other Assets			Other Debts - itemize		
<b>TOTAL ASSETS</b>			<b>TOTAL LIABILITIES</b>		
<b>COMBINED ASSETS</b>			<b>COMBINED LIABILITIES</b>		
			<b>NET WORTH</b>		

SOURCES OF INCOME / MONTHLY			PROJECTED EXPENSES / MONTHLY		
	Applicant	Co-Applicant		Applicant	Co-Applicant
Base Salary			Maintenance		
Overtime Wages			Apartment Financing		
Bonus and Commissions			Other Mortgages		
Dividends and Interest Income			Bank Loans		
Real Estate Income (Net)			Auto Loans		
Other Income - itemize			Other:		
<b>TOTAL</b>			<b>TOTAL</b>		
<b>COMBINED TOTAL</b>			<b>COMBINED TOTAL</b>		

# Financial Statement Continued

GENERAL INFORMATION			CONTINGENT LIABILITIES	
	Applicant	Co-Applicant		
Personal Bank Accounts at			An Endorser or Co-maker on Notes	
			Alimony Payments (Annual)	
Savings and Loan Accounts at			Child Support	
			Are you a defendant in any legal action?	
Purpose of Loan			Are there any unsatisfied judgments?	
			Have you ever taken bankruptcy? Explain:	

SCHEDULE OF BONDS AND STOCKS			
Amount of Shares	Description (Extended Valuation in Column)	Marketable Value	Non-Marketable Value

SCHEDULE OF REAL ESTATE				
Description and Location	Cost	Actual Value	Mortgage Amount	Maturity Date
				MM/DD/YYYY

SCHEDULE OF NOTES PAYABLE					
To Whom Payable	Date	Amount	Due	Interest	Pledged as Security
	MM/DD/YYYY		MM/DD/YYYY		
	MM/DD/YYYY		MM/DD/YYYY		
	MM/DD/YYYY		MM/DD/YYYY		
	MM/DD/YYYY		MM/DD/YYYY		

The foregoing application has been carefully prepared, and the undersigned hereby solemnly declare(s) and certify(s) that all information contained herein is complete, true, and correct.

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

Signature \_\_\_\_\_

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

Signature \_\_\_\_\_

## 5. Sublease Agreement

Please complete Blumberg Sublease Agreement and Rider to Sublease Agreement (enclosed).

# SUBLEASE AGREEMENT

Date: MM/DD/YYYY

## Parties to this Sublease:

Overtenant: \_\_\_\_\_

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

You, the Undertenant: \_\_\_\_\_

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

The parties agree as follows:

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

## Information from OverLease:

Landlord: \_\_\_\_\_

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

Overtenant: \_\_\_\_\_

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

Date of OverLease:

OverLease Term: \_\_\_\_\_ from: \_\_\_\_\_ to: \_\_\_\_\_

A copy of the OverLease is attached as an important part of the Sublease.

### 1. SubLease Term

\_\_\_\_\_ years: \_\_\_\_\_ months, Beginning: MM/DD/YYYY Ending: MM/DD/YYYY

### 2. Premises rented

\_\_\_\_\_

### 3. Use of premises

The premises may be used for \_\_\_\_\_ only.

### 4. Rent

The yearly rent is \_\_\_\_\_. You, the Undertenant, will pay this yearly rent to the overtenant in twelve equal monthly payments of \_\_\_\_\_. Payments shall be paid in advance on the first day of each month during the Term.

### 5. Security

The security for the Undertenant's performance \_\_\_\_\_. Overtenant states that Overtenant has received it. Overtenant shall hold the security in accordance with Paragraph \_\_\_\_\_ of the OverLease.

### 6. Agreement to Lease and Pay Renter

Overtenant sublets the premises to you, the Undertenant, for the Term. Overtenant states that is 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.

### 7. Notices

All notices in the Sublease shall be sent by certified "return receipt requested."

### 8. Subject to

The Sublease is subject to the OverLease. It is also subject to any agreement to which the OverLease is subject. You, the Undertenant, state that you have read and initialed the OverLease and will not violate it in any way.

### 9. Overtenant's duties

The OverLease 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 OverLease agreements be carried out. The Overtenant shall continue the demands until the Landlord performs.

**10. Consent**

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.

**11. Adopting the OverLease and exceptions:**

The provisions of the OverLease are part of this Sublease. All the provisions of the OverLease applying to the Overtenant are binding on you, the Under-tenant, except these:

a] These numbered paragraphs of the OverLease shall not apply:

b] These numbered paragraphs of the OverLease are changed as follows:

**12. No authority:**

You, the Undertenant, have no authority to contact or make any agreement with the Landlord about the premises or the OverLease. You, the Undertenant, may not pay rent or other charges to the Landlord, but only to the Overtenant.

**13. Successors**

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 represen-tative such as an executor of your will or administrator of your estate.

**14. Changes**

This sublease can be changed only by an agreement in writing signed by the parties to the Sublease.

**SIGNED BY:**

Overtenant: X \_\_\_\_\_ Witness: X \_\_\_\_\_

You, the Undertenant: X \_\_\_\_\_

**Guaranty of payment which is part of the sublease**

Guarantor: \_\_\_\_\_

Date of Guaranty: \_\_\_\_\_  
MM/DD/YYYY

Guarantor address: \_\_\_\_\_

City, State, Zip Code: \_\_\_\_\_

**1. Reason for Guaranty:**

I know that the Overtenant would not rent the premises to the Undertenant unless I guarantee Under-tenant'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. Guaranty:**

The following is my Guaranty: I guaranty the full performance of the Sublease by the Undertenant. This Guaranty is absolute and with-out any condition. It includes, but is not limited to, the payment of rent and other money charges.

**3. Changes in the Sublease:**

In addition, I agree to these other terms:

This Guaranty will not be affected by any change in the Sublease, whatsoever. This includes, but is not limited to, any extention of time or renewals. The Guaranty will be binding even if I am not a party to these changes.

**4. Waiver of notice:**

I do not have to be informed about any failure of performance by Undertenant. I waive notice of nonpayment or nonperformance.

**5. Performance:**

If the Undertenant fails to perform under the Sublease, the Overtenant may require me to perform without first demanding that the Undertenant perform.

**6. Waiver of jury trial:**

I give up my right to trial by jury in any claim related to the Sublease or this Guaranty.

**7. Changes:**

This Guaranty of payment and performance can be changed only by written agreement signed by all parties to the Sublease and Guaranty.

**SIGNED BY:**

Guarantor:   X  \_\_\_\_\_

Witness:   X  \_\_\_\_\_

**EPA and HUD Lead Paint Regulations, Effective September 6, 1996\***

Landlords must disclose known lead-based paint and lead-based paint hazards of pre-1978 housing to tenants.

Use the following to comply: The Lead Paint Information & The Lead Paint Information Booklets

\*December 6, 1996 for owners of 1 to 4 residential dwellings.

\*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.

**300 WEST 23RD STREET OWNERS CORP.**  
**300 West 23rd Street**  
**New York, New York 10011-2240**

**RIDER TO SUBLEASE AGREEMENT BETWEEN**  
**and**  
**300 West 23rd Street, New York, NY 10011-2240**  
**Apartment # \_\_\_\_\_**

The parties hereto agree as follows:

1. Definitions. As used in this Rider, "Overtenant" refers to the tenant-shareholder of the Apartment; "Undertenant" refers to the person subleasing the Apartment from Overtenant; "Corporation" refers to the cooperative corporation which owns the premises in which the Apartment is located; and "Proprietary Lease" refers to the lease or Occupancy Agreement for the Apartment between the Corporation and Overtenant.

2. Action against Undertenant. The Corporation shall have the right to maintain an action as the agent for the Overtenant to evict the Undertenant, at Overtenant's expense, if Undertenant violates the terms of the Proprietary Lease or this Rider.

3. Default under Proprietary Lease by Undertenant. A default by the Undertenant under the Proprietary Lease will be deemed a default by the Undertenant under this Sublease.

4. Personal Jurisdiction. Overtenant and Undertenant each consent to personal jurisdiction in the State of New York in any action commenced by the Corporation. Overtenant and Undertenant each agree that service may be made upon them in any legal manner at their respective addresses on page 1 of the sublease.

5. Insurance. Overtenant shall maintain liability insurance commonly known as "HO-4" or "co-op insurance" covering the premises and naming the Corporation as an additional insured, and shall file a Certificate evidencing such insurance with the Corporation prior to the commencement of the sublease.

6. No Grant of Rights to Undertenant. Undertenant acknowledges that nothing by this sublease shall give the Undertenant the right to further sublease the apartment, to perform alterations, or to exercise any of the other rights granted to Overtenant under the Proprietary Lease unless the Corporation expressly consents. The parties acknowledge that the Corporation may withhold consent for any reason or for no reason. This clause shall supersede any contrary clause in this agreement or any verbal understanding between the parties.

7. Window Guards. Undertenant acknowledges receipt of the Proprietary Lease, House Rules, and the Window Guard Rider required pursuant to Section 131.15 of the New York City Health Code, and agrees to comply with all of the requirements of each.

8. Default by Overtenant. If the Overtenant shall at any time default in the payment of any rent or additional rent, the Corporation, at its option, may demand and receive from Undertenant the rent due or becoming due from Undertenant to the Overtenant as long as such default shall continue, and apply the amount to pay sums due and to become due from the Overtenant to the Corporation. Any payments by Undertenant to the Corporation shall constitute a discharge of the obligation of Undertenant to the Overtenant to the extent of the amount so paid. The acceptance of rent from Undertenant shall not be deemed a consent to or approval of any subletting or assignment by the overtenant, or a release or discharge of any of the obligations of the Overtenant under the Proprietary Lease.

9. Benefit of Corporation. The parties acknowledge that this Rider is executed for the benefit of the Corporation, and that the Corporation shall be deemed a third-party beneficiary of the Rider. In the case of any conflict between of the sublease and this Rider, this Rider shall control.

10. No Release of Overtenant. Nothing contained in this sublease shall be deemed to constitute a release of Overtenant from any of its obligations as lessee under the Overlease. Overtenant shall remain fully liable for the performance of all of the obligations of the lessee under the Overlease and shall be

fully responsible and liable to the Corporation for all acts or omissions of Undertenant (or anyone claiming by, through or under Overtenant) that shall be a violation of any of the obligations of the lessee under the Overlease.

11. No Waivers. Nothing herein contained in this sublease shall be deemed to (a) increase, amend, modify or extend any of the Corporation's obligations under the Overlease in any way whatsoever, or (b) diminish, restrict, limit, forfeit or waive any of the Corporation's rights under the Overlease in any way whatsoever.

12. Residential Use. Undertenant shall use and occupy the Apartment for residential purposes only.

Overtenant: X \_\_\_\_\_

Undertenant: X \_\_\_\_\_

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

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

Dated: MM/DD/YYYY \_\_\_\_\_

## 6. Tenant Data Verification Form

Please complete Tenant Data Verification Form (enclosed).

# TENANT DATA VERIFICATION, CO. INC.

## [Credit Report Authorization Form]

Subject Building Address \_\_\_\_\_ Apartment \_\_\_\_\_

Name of Applicant \_\_\_\_\_ Telephone # *(000) 000-0000* \_\_\_\_\_

Date of Birth *MM/DD/YYYY* \_\_\_\_\_ Social Security # *000-00-0000* \_\_\_\_\_

Name of Co-Applicant \_\_\_\_\_ Telephone # *(000) 000-0000* \_\_\_\_\_

Date of Birth *MM/DD/YYYY* \_\_\_\_\_ Social Security # *000-00-0000* \_\_\_\_\_

Present Address \_\_\_\_\_ How long at this address \_\_\_\_\_

Present Landlord \_\_\_\_\_

Address \_\_\_\_\_ Telephone # *(000) 000-0000* \_\_\_\_\_

If less than one year, please list previous address:

Previous Landlord \_\_\_\_\_

Address \_\_\_\_\_

Applicant employed by \_\_\_\_\_ Salary \_\_\_\_\_

Address \_\_\_\_\_ Telephone # *(000) 000-0000* \_\_\_\_\_

If present employer is less than one year:

Previous Employer \_\_\_\_\_ Telephone # *(000) 000-0000* \_\_\_\_\_

Address \_\_\_\_\_ How long \_\_\_\_\_

Position \_\_\_\_\_ Salary \_\_\_\_\_

Co-Applicant employed by \_\_\_\_\_ Salary \_\_\_\_\_

Address \_\_\_\_\_ Telephone # *(000) 000-0000* \_\_\_\_\_

If present employer is less than one year:

Previous Employer \_\_\_\_\_ Telephone # *(000) 000-0000* \_\_\_\_\_

Address \_\_\_\_\_ How long \_\_\_\_\_

Position \_\_\_\_\_ Salary \_\_\_\_\_

Other Source of income \_\_\_\_\_

Contact Person \_\_\_\_\_ Telephone # *(000) 000-0000* \_\_\_\_\_

Reference:

Bank	Branch	Account
_____	_____	_____
_____	_____	_____
_____	_____	_____

Accountant \_\_\_\_\_

Address \_\_\_\_\_ Telephone # *(000) 000-0000* \_\_\_\_\_

In connection with my application for this apartment, I authorize all banks, corporations, companies, credit agencies, accountants, persons and employers, to release any information that they have about me to TENANT DATA VERIFICATION CO., or its agency and I release them from any and all liability or responsibility from doing so. Further, I authorize the procurement of an investigative consumer report and understand that such a report may contain information about my background/character and personal reputation. I understand this notice will also apply to future update reports that may be requested. I understand that any misrepresentation by me may be the cause of rejection by the landlord.

X \_\_\_\_\_ MM/DD/YYYY  
Applicant's Signature Date

X \_\_\_\_\_ MM/DD/YYYY  
Co-Applicant's Signature Date

## 7. Sprinkler Disclosure Form

Please complete Sprinkler Disclosure Form (enclosed).

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

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

Name of Tenant(s)/Sub-Tenants/  
Occupants: \_\_\_\_\_

Lease Premises Address: \_\_\_\_\_

Apartment Number: \_\_\_\_\_ (the Leased Premises)

Date of Lease: MM/DD/YYYY

**CHECK ONE:**

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

A. The last date on which the Sprinkler System was maintained and inspected was on MM/DD/YYYY.

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

**Acknowledgment & Signatures:**

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

Tenant/Sub-Tenant/Occupant:

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

Signature: X \_\_\_\_\_ Date: MM/DD/YYYY

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

Signature: X \_\_\_\_\_ Date: MM/DD/YYYY

Owner:

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

Signature: X \_\_\_\_\_ Date: MM/DD/YYYY

## 8. Window Guard Form

Please complete Window Guard Form (enclosed).

# NOTICE TO BUYER/TENANT/OCCUPANT(S)

## WINDOW GUARDS REQUIRED

Property Address: \_\_\_\_\_ Unit #: \_\_\_\_\_

**You are required by law** to have window guards installed in all windows if a child 10 years of age or younger lives in your apartment/unit.

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

if a child 10 years of age or younger lives in your apartment/unit,

OR

if you ask him to install window guards at any time (you need not give a reason).

**It is a violation of law** to refuse, interfere with installation, or remove window guards where required, or to fail to complete and return this form to your landlord.

Check one:

- Children 10 years of age or younger live in my apartment/unit
- No children 10 year of age or younger live in my apartment/unit
- I want window guards even though I have no children 10 years of age or younger

Acknowledged, Understood and Agreed by:

Buyer/Tenant/Sub-Tenant Name: \_\_\_\_\_

Signature: X \_\_\_\_\_ Date: MM/DD/YYYY

Buyer/Tenant/Sub-Tenant Name: \_\_\_\_\_

Signature: X \_\_\_\_\_ Date: MM/DD/YYYY

**For More information on Window Fall Prevention, contact:**  
Call 311  
125 Worth Street, Room 222A  
New York, NY 10013

## 9. Lead Based Paint Disclosure Forms

The disclosure documents must be completed in their entirety and submitted for review with the Board Package. The Board Package will not be sent to the Board of Directors for review unless the Lead Based Paint Disclosure documents are included. **NO EXCEPTIONS** will be made. Enclosed is a summary of the Lead Based Paint Disclosure Information.

## LEAD CHILD INQUIRY (LOCAL LAW 1)

Property Address \_\_\_\_\_

Unit \_\_\_\_\_

Purchaser(s)/Lessee(s) are required by law to disclose to Sellers/Lessors if a child under seven years of age resides or will reside in the dwelling unit (apartment) for which you are purchasing, leasing/commencing occupancy. If such a child resides or will reside in the unit, the Seller/Lessor of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. **IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE SELLER/LESSOR OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD.** If you do not respond to this notice, the Seller/Lessor is required to attempt to inspect your unit to determine if a child under seven years of age resides there.

If a child under seven years of age does not reside in the unit now, but does come to live in it at any time during the year, you must inform the Seller/Lessor in writing immediately. If a child under seven years of age resides in the unit, you should also inform the Seller/Lessor immediately at the address below if you notice any peeling paint or deteriorated subsurfaces in the unit during the year.

Please complete this form with your application package and return one copy to the Seller/Lessor or his or her agent or representative when you sign the lease/commence occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health and Mental Hygiene explaining about lead-based paint hazards when you purchase/lease the property and/or commence occupancy along with this form or when you purchase/lease the property and/or commence occupancy.

### CHECK ONE:

- A child under seven years of age resides in the unit.  
 A child under seven years of age does not reside in the unit.

\_\_\_\_\_  
Purchaser/Lessee Name

\_\_\_\_\_  
Purchaser/Lessee Address

\_\_\_\_\_  
Unit

\_\_\_\_\_  
City, State, Zip Code

\_\_\_\_\_  
Purchaser/Lessee Signature

\_\_\_\_\_  
MM/DD/YYYY  
Date

*(NOT APPLICABLE TO RENEWAL LEASE) Certification by Seller/Lessor: I certify that I have complied with the provisions of 27-2056.8 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health and Mental Hygiene pamphlet concerning lead-based paint hazards to the Purchaser/Lessee.*

\_\_\_\_\_  
Seller/Lessor Name

\_\_\_\_\_  
Seller/Lessor Signature

\_\_\_\_\_  
MM/DD/YYYY  
Date

**PURCHASER/LESSEE: KEEP ONE COPY FOR YOUR RECORDS  
SELLER/LESSOR: COPY/OCCUPANT COPY**

RE: ADDITIONAL SUBLEASE REQUIREMENTS  
COOPERATIVE

## **LEAD-BASED PAINT DISCLOSURE INFORMATION**

Shareholders in buildings built prior to 1978 seeking to sell their shares and assign their proprietary leases or sublease their apartments must comply with certain regulations promulgated by the Environmental Protection Agency and the Department of Housing and Urban Development regarding disclosure of lead-based paint (the "Regulations"). Note that "0" bedroom apartments, which covers most studios, need not comply. (See Below) In order to ensure compliance with the Regulations, shareholders are urged to discuss this matter with their attorneys prior to entering into a contract of sale or sublease affecting their apartment. Attached is a brief summary of the Regulations.

**Exhibit A** - Also enclosed is a form entitled "Cooperative Information Regarding Lead-Based Paint in Common Areas" which contains the information available to the Cooperative Corporation regarding the presence of Lead-Based Paint and/or Lead-Based Paint Hazards in your building. If there are any reports or records of lead-based paint, they will be listed on the form and copies enclosed. The Board of Directors requires the following steps:

**The following documents must be included in your package as submitted to us as the managing agent. IF ANY ITEM IS MISSING OR INCOMPLETE, YOUR ENTIRE PACKAGE WILL BE RETURNED TO YOU.**

**1. Exhibit B - Lead Warning Statement - Sublessor/Sublessee**

An original of this disclosure statement or one similar to it must be completed with all available information, (including that contained in Exhibit A, if any) initialed and signed by all shareholders as sublessors, all prospective sublessees and by any agent (the brokers) hired and paid by the shareholder to find a sublessee for the apartment. Two copies must be returned with the completed Board application/package.

**2. Exhibit C - Certification of Disclosure** - The top portion of this form must be completed and signed by all shareholders as sublessors and prospective sublessees. Two copies must be returned with the completed Board application/package.

**For owners of a "0" Bedroom Apartment - Exemption Certificate**

The exemption certificate attached as Exhibit D is for shareholders as sublessors and prospective sublessees who understand and certify that the apartment involved in the transaction is a "0" bedroom apartment in a building built prior to 1978 and is exempt from the Federal Disclosure Regulation regarding lead-based paint and/or lead-based paint hazards. It must be signed and dated by the shareholder as sublessor(s) and by the prospective sublessee(s). In this case, only, the other documents need not be completed. One original and two copies of this certificate must be returned with the completed application/package.

Also, enclosed is a copy of the pamphlet "Protect Your Family from Lead in Your Home". The reports, if any and the pamphlet must be given to the prospective sublessee(s).

*These items and a \$75 transaction fee payable to the managing agent, must be forwarded to the Transfer Department along with all other materials required as part of the application procedure for the prospective sublessee(s).*

**IT IS IMPORTANT THAT YOU CONSULT YOUR ATTORNEY REGARDING THESE MATERIALS. NEITHER DOUGLAS ELLIMAN PROPERTY MANAGEMENT NOR YOUR BOARD OF DIRECTORS MAKE ANY REPRESENTATION THAT THE FOREGOING PROCEDURES WILL ENSURE COMPLIANCE WITH THE REGULATIONS. SHAREHOLDERS ARE ALSO ADVISED THAT THE CORPORATION WILL NOT CONSENT TO THE SUBLET UNLESS ALL REQUIRED DOCUMENTS ARE PROPERLY EXECUTED AND RETURNED.**

**ALSO NOTE THE COOPERATIVE'S DISCLOSURE PROVIDED HEREIN CONTAINS ONLY THE KNOWLEDGE THAT THE COOPERATIVE CORPORATION HAS REGARDING LEAD-BASED PAINT IN THE COMMON AREAS. IF YOU HAVE ANY ADDITIONAL KNOWLEDGE, THEN IT IS YOUR RESPONSIBILITY TO INCLUDE IT IN THE DISCLOSURE FORMS.**

## **FEDERAL REGULATIONS SUMMARY**

Generally, the Regulations require a seller (i.e., the shareholder selling his shares) or a lessor (i.e., a shareholder subleasing his apartment) (the "Selling Shareholder" or the "Subleasing Shareholder" respectively) to comply with the following activities before a potential purchaser or sublessee is obligated under a contract of sale or sublease:

1. A Selling Shareholder or a Subleasing Shareholder must provide the prospective purchaser or sublessee with an EPA approved lead hazard information pamphlet.

2. A Selling Shareholder or a Subleasing Shareholder must disclose to the prospective purchaser or sublessee, based upon any actual knowledge, if any, the presence of any known lead-based paint in the apartment, as well as provide the purchaser or sublessee with any records or reports available to such shareholder about lead-based paint in the apartment.

3. The Selling Shareholder or Subleasing Shareholder must obtain from the Corporation, and the Corporation must provide to such shareholder, based upon any actual knowledge, if any, the presence of any known lead-based paint in the common areas of the buildings, as well as provide any records or reports available to it about lead-based paint in the common areas. Common areas may include but are not limited to lobbies, hallways, stairwells, laundry and recreational rooms and playgrounds. The Selling Shareholder or Subleasing Shareholder is also obligated to disclose to the prospective purchaser or sublessee any information and reports provided by the Corporation.

4. If the transaction involved an agent (Broker) hired and paid for by the Selling Shareholder/Subleasing Shareholder to find a purchaser or sublessee for the apartment, such Shareholder must disclose to such agent (Broker), based upon actual knowledge, the presence of any known lead-based paint in the apartment or common areas (as the case may be) and the existence of any available records or reports about lead-based paint. In turn, the agent (Broker) is required to inform the shareholder of the disclosure requirements.

5. A Selling Shareholder (but not a Subleasing Shareholder) must permit the purchaser a 10 day period (unless the parties mutually agree, in writing, upon different period of time or to waive such obligation) to conduct a risk assessment or inspection for the presence of lead-based paint.

**THIS IS FOR INFORMATIONAL PURPOSES. ALL APARTMENT OWNERS ARE DIRECTED TO READ THE REGULATIONS AND/OR CONSULT WITH AN ATTORNEY TO FULLY UNDERSTAND THEIR CONTENT.**

***COOPERATIVE SUBLEASES***

**Cooperative Information Regarding Lead-Based Paint in Common Areas**

Cooperative Corporation:

Building Address:

Date:

The above referenced Cooperative Corporation has the following information regarding lead-based paint and/or lead-based paint hazards in the common areas of the building.

Attached hereto are copies of the reports or records pertaining to lead-based paint and/or lead-based paint hazards:

**THE REPRESENTATIONS SET FORTH HEREIN ARE MADE SOLELY TO THE TENANT-SHAREHOLDER REQUESTING SUCH INFORMATION AND ARE NOT USED FOR ANY OTHER PURPOSE OR RELIED UPON BY ANY PERSON OTHER THAN SUCH TENANT-SHAREHOLDER.**

Cooperative Corporation

**DOUGLAS ELLIMAN PROPERTY MANAGEMENT**  
Managing Agent

By:

Date:

# LEAD-BASED PAINT DISCLOSURE

Property Address \_\_\_\_\_

Unit \_\_\_\_\_

Every purchaser/lessee 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/lessor of any interest in residential real property is required to provide the buyer/lessee with information on lead-based paint hazards from risk assessments or inspections in the seller/lessor's possession and notify the buyer/lessee of any known lead-based hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase/ lease.

## DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND/OR LEAD-BASED PAINT HAZARDS

### Seller/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 Unit and/or commons areas (explain).  
\_\_\_\_\_

ii.  Seller/Lessor has no knowledge of lead-based paint and/or lead-based paint hazards in the Unit and/or commons areas.

b. Records and reports available to the Seller/Lessor (check (i) or (ii) below):

i.  Seller/Lessor has provided the Purchaser/Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Unit and/or commons areas (list documents).  
\_\_\_\_\_

ii.  Seller/Lessor has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the Unit and/or commons areas.

### Purchaser(s)/Lessee(s)'s Acknowledgment (initial (c) and (d) below):

c. \_\_\_\_\_ Purchaser/Lessee has received copies of all information listed above.

d. \_\_\_\_\_ Purchaser/Lessee has received the pamphlet Protect Your Family from Lead in Your Home.

e. Purchaser/Lessee has (check (i) or (ii) below):

i.  Received a 10-day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint.

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 (Broker) Acknowledgment to initial (f) below):

f. \_\_\_\_\_ Agent (All Brokers) has informed the Seller/Lessor of the Seller's/Lessor's obligation under 42 U.S.C. 4852d and is aware of Agent's (All Brokers) independent 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.

X \_\_\_\_\_  
Seller/Lessor #1 Signature

MM/DD/YYYY  
Date

X \_\_\_\_\_  
Purchaser/Lessee #1 Signature

MM/DD/YYYY  
Date

X \_\_\_\_\_  
Seller/Lessor #2 Signature

MM/DD/YYYY  
Date

X \_\_\_\_\_  
Purchaser/Lessee #2 Signature

MM/DD/YYYY  
Date

X \_\_\_\_\_  
Seller/Lessor's Agent Signature

MM/DD/YYYY  
Date

X \_\_\_\_\_  
Purchaser/Lessee's Agent  
Signature

MM/DD/YYYY  
Date

**COOPERATIVE SUBLEASES**

**CERTIFICATION OF DISCLOSURE**

RE: Building Address: \_\_\_\_\_

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

Shareholder as Sublessor: \_\_\_\_\_

Prospective Sublessee: \_\_\_\_\_

The Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Act) and regulations promulgated by the Department of Housing and Urban Development and Environmental Protection Agency (the Regulations) require that the Shareholder as Sublessor disclose, based upon actual knowledge, to the Prospective Sublessee the presence of any known lead based paint and/or lead based paint hazards in the apartment or common areas. The cooperative association must provide any information it has regarding the common areas.

The undersigned, being all the Shareholders as Sublessors and all Prospective Sublessee(s) of the above referenced apartment hereby certify to the Cooperative Association owning the building that:

(i) They have received the information, if any, in the possession of the Cooperative Corporation regarding lead based paint and/or lead based paint hazards in the common areas.

(ii) They have complied in all respects with the Regulations.

The Shareholder(s) as Sublessor(s) and the Prospective Sublessee(s), each individually, hereby agrees to indemnify and defend the Cooperative Corporation, its directors, officers, employees and agents, (the Indemnified Parties) against any and all claims, losses, liabilities, fines, penalties, damages, costs and expenses (including reasonable attorneys fees) that may at any time be imposed upon the Indemnified Parties for failure to comply with the Regulations. The Prospective Sublessees hereby release the Indemnified Parties from any claims with respect to the existence of lead based paint in the apartment and common areas and any disclosure with respect thereto.

Shareholder(s) as Sublessor(s):  \_\_\_\_\_

Prospective Sublessee(s):  \_\_\_\_\_

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

**COOPERATIVE SUBLEASES**  
**Lessor (Tenant Shareholder)**  
**Lessee (Subtenant)**

**EXEMPTION CERTIFICATE**

**Re:**      **BUILDING ADDRESS:** \_\_\_\_\_

**APARTMENT #:** \_\_\_\_\_

**SUBLESSOR:** \_\_\_\_\_  
(Tenant Shareholder)

**SUBLESSOR:** \_\_\_\_\_  
(Tenant Shareholder)

**SUBLESSEE:** \_\_\_\_\_  
(Subtenant)

**SUBLESSEE:** \_\_\_\_\_  
(Subtenant)

*The undersigned, being all the sublessor(s) and sublessee(s) on the transfer of the above referenced apartment understand that this apartment is in a building built prior to 1978 and is subject to the Federal Disclosure Regulations regarding lead-based paint.*

*The undersigned certify that the above unit is a "0" bedroom apartment as defined in the Federal Regulations and therefore the Disclosures otherwise required to be made are not applicable.*

Sublessor:  \_\_\_\_\_ Date: \_\_\_\_\_  
(Tenant Shareholder)

Sublessor:  \_\_\_\_\_ Date: \_\_\_\_\_  
(Tenant Shareholder)

Sublessor:  \_\_\_\_\_ Date: \_\_\_\_\_  
(Subtenant)

Sublessor:  \_\_\_\_\_ Date: \_\_\_\_\_  
(Subtenant)



---

# Protect Your Family From Lead in Your Home

---



## 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).



## 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](http://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.

## 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.

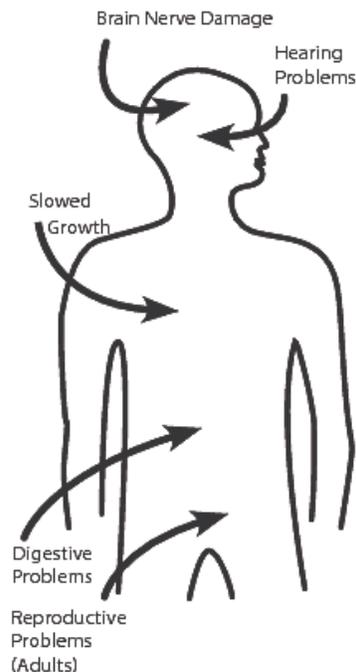
## Health Effects of Lead

---

**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

## 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.**

## Where Lead-Based Paint Is Found

---

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

**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.<sup>2</sup>

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](http://epa.gov/lead).

---

<sup>1</sup> "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.

<sup>2</sup> "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.

## 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.

# 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.

## 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](http://epa.gov/lead), or call **1-800-424-LEAD (5323)** for a list of contacts in your area.<sup>3</sup>

---

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

## 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.

## 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

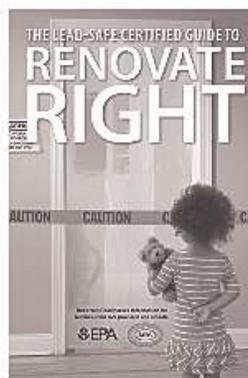
For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit [epa.gov/lead](http://epa.gov/lead), or call 1-800-424-LEAD.

## 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](http://epa.gov/getleadsafe), or read *The Lead-Safe Certified Guide to Renovate Right*.

## 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](http://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.

---

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

## 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.<sup>4</sup>
- 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.

---

<sup>4</sup> 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/safewater](http://epa.gov/safewater) and [hud.gov/lead](http://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/lead](http://epa.gov/lead) 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](http://cpsc.gov) or [saferproducts.gov](http://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/safewater](http://epa.gov/safewater), 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**.

# 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

## **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/

---

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

---

# **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).

# What Tenants Should Know About Indoor Allergens (Local Law 55 of 2018)

Allergens are things in the environment that make indoor air quality worse. They can cause asthma attacks or make asthma symptoms worse. Common indoor asthma triggers include cockroaches and mice; mold and mildew; and chemicals with strong smells, like some cleaning products. Environmental and structural conditions, like leaks and cracks in walls often found in poorly maintained housing, lead to higher levels of allergens.

**New York City law requires that property owners take steps to keep their tenants' homes free of pests and mold. This includes safely fixing the conditions that cause these problems. Tenants also play a role in preventing indoor allergens.**

## TENANTS SHOULD:



Keep homes clean and dry.



Avoid using pesticides and chemicals with strong smells (for example, cleaning products, air fresheners).



Place food in sealed containers. Keep counters and sinks clean. Get rid of clutter such as newspapers and paper bags.



Tell property owners or building superintendents (also known as supers) right away if there are pests, water leaks, or holes or cracks in the walls and floors.



Use garbage cans with tight-fitting lids.



Let building staff into homes to make any needed repairs.



Take garbage and recycling out every day, and tie up garbage bags before putting them in compactor chutes.



Call **311** if property owners or supers do not fix the problem or if repair work is being done unsafely.

**If you are a tenant and you or your child has moderate or severe persistent asthma, and there are pests or mold in your home, your doctor can request a free home environmental inspection for you through the New York City Health Department's Online Registry. Talk to your doctor or call **311** to learn more.**

For more information about property owner responsibilities and safely fixing indoor allergen hazards, see the reverse side of this fact sheet.

**For more information about safely controlling asthma, visit [nyc.gov/health/asthma](https://nyc.gov/health/asthma).**

# What Property Owners Must Do to Keep Homes Free of Pests and Mold

New York City law requires all private building owners with three or more apartments to keep their tenants' homes free of pests and mold. The law also applies to property owners of housing units (such as co-ops, condos, shelters or public housing) where a tenant has asthma. This includes safely fixing the conditions that cause these problems.



**All property owners must use integrated pest management (IPM) practices** to safely control pests and fix building-related issues that lead to pest problems.

- Remove pest nests and thoroughly clean pest waste and other debris using a HEPA vacuum. Make sure to limit the spread of dust when cleaning.
- Repair and seal any holes, gaps or cracks in walls, ceilings, floors, molding, base boards, around pipes and conduits, and around and within cabinets.
- Attach door sweeps to all doors that lead to hallways, basements or outside.
- Remove all water sources for pests by repairing drains, faucets and other plumbing materials that collect water or leak.
- Use pesticides sparingly. If pesticides must be used to correct a violation, they must be applied by a New York State Department of Environmental Conservation-licensed pest professional.



**All property owners must safely remove indoor mold** and safely fix the problems that cause mold.

- Remove any standing water, and fix leaks or moisture conditions.
- Move furniture away from work areas or cover with plastic sheeting before cleaning.
- Limit the spread of dust. Use methods such as sealing off openings (for example, doorways, ventilation ducts) and gently misting the moldy area with water and soap or a mild detergent, before cleaning.
- Clean moldy areas with water and soap or a mild detergent. Dry the cleaned area completely.
- Clean any visible dust from the work area with wet mops or HEPA vacuums.
- Throw away all cleaning-related waste in heavy-duty plastic bags and seal securely.
- To clean 10 or more square feet of mold in a building with 10 or more apartments, property owners **must** use a New York State Department of Labor-licensed mold assessor and remediator. These licensed workers must comply with New York City Administrative Code section 24-154 and New York State Labor Law Article 32.



**Owners of private buildings with three or more apartments must also:**

- **Inspect every apartment and the building's common areas** for cockroach and rodent infestations, mold and the conditions that lead to these hazards, at least once a year and more often if necessary. Respond to tenant complaints or requests for an inspection.
- **Provide a copy of this fact sheet** and a notice with each tenant's lease that clearly states the property owner's and tenant's responsibilities to keep the building free of indoor allergens.
- Make sure vacant apartments are thoroughly **cleaned and free of pests and mold** before a new tenant moves in.

For more information about responsibilities and safely fixing indoor allergen hazards, visit [nyc.gov/hpd](https://nyc.gov/hpd) and search for **indoor allergen hazards**.

## 10. Fire Safety Plan and Brochure

Fire Safety Plan and Brochure (enclosed for informational purposes).



**FIRE SAFETY PLAN**  
**PART II - FIRE EMERGENCY INFORMATION**

**BUILDING ADDRESS:** 300 WEST 23RD STREET, NEW YORK, NY 10011

**THIS FIRE SAFETY PLAN IS INTENDED TO HELP YOU AND THE MEMBERS OF YOUR HOUSEHOLD PROTECT YOURSELVES IN THE EVENT OF FIRE. FIRESAFETY PLAN CONTAINS:**

- ❖ Basic fire prevention and fire preparedness measures that will reduce the risk of fire and maximize your safety in the event of a fire.
- ❖ Basic information about your building, including the type of construction, the different ways of exiting the building, and the types of fire safety systems it may have.
- ❖ Emergency fire safety and evacuation instructions in the event of fire in your building.

**PLEASE TAKE THE TIME TO READ THIS FIRE SAFETY PLAN AND TO DISCUSS IT WITH THE MEMBERS OF YOUR HOUSEHOLD. FIRE PREVENTION, PREPAREDNESS, AND AWARENESS CAN SAVE YOUR LIFE!**

**IN THE EVENT OF A FIRE**

**CALL 911**

**OR THE FIRE DEPARTMENT DISPATCHER, AT**

<b>Manhattan</b>	<b>(212) 999-2222</b>
<b>Bronx</b>	<b>(212) 999-3333</b>
<b>Brooklyn</b>	<b>(718) 999-4444</b>
<b>Queens</b>	<b>(718) 999-5555</b>
<b>Staten Island</b>	<b>(718) 999-6666</b>

**OR TRANSMIT AN ALARM FROM  
THE NEAREST FIRE ALARM BOX**

## **BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES**

These are fire safety tips that everybody should follow:

1. Every apartment should be equipped with at least one smoke detector. Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward or back an hour, and whenever a smoke detector chirps to signal that its battery is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.
2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
4. Do not leave cooking unattended. Keep stovetops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffeepot or teapot is unplugged.
5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit breakers.
6. Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's opening device so it operates smoothly. Familiarize yourself and the members of your household with the operation of the window gate.
8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.
9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.
10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

## BUILDING INFORMATION

### Building Construction

In a fire emergency, the decision to leave or to stay in your apartment will depend in part on the type of building you are in.

Residential buildings built before 1968 are generally classified either as “fireproof” or “non-fireproof.” Residential buildings built in or after 1968 are generally classified either as “combustible” or “non-combustible.” The type of building construction generally depends on the size and height of the building.

A “non-combustible” or fireproof building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or in space in which they start and less likely to spread inside the building walls to other apartments and floors. **THIS DOES NOT MEAN THAT THE BUILDING IS IMMUNE TO FIRE.** While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke, which can travel throughout the building, especially if apartment or stairwell doors are left open.

A “combustible” or “non-fireproof” building has structural components (such as wood) that will burn if exposed to fire and can contribute to the spread of fire. In such buildings, the fire can spread inside the building walls to other apartments and floors, in addition to the flame, heat and smoke that can be generated by the burning of the contents of the building.

**Be sure to check Part I (Building Information Section) of this fire safety plan to see what type of building you are in.**

### Means of Egress

All residential buildings have at least one means of egress (way of exiting the building), and most have at least two. There are several different types of egress:

**Interior Stairs:** All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed. Unenclosed stairwells (stairs that are not separated from the hallways by walls and doors) do not prevent the spread of flame, heat and smoke. Since flame, heat and smoke generally rise, unenclosed stairwells may not ensure safe egress in the event of a fire on a lower floor. Enclosed stairs are more likely to permit safe egress from the building, if the doors are kept closed. It is important to get familiar with the means of egress available in your building.

**Exterior Stairs:** Some buildings provide access to the apartment by means of stairs and corridors that are outdoors. The fact that they are outdoors and do not trap heat and smoke enhances their safety in the event of a fire, provided that they are not obstructed.

**Fire Tower Stairs:** These are generally enclosed stairwells in a “tower” separated from the building by airshafts open to the outside. The open airshafts allow heat and smoke to escape from the building.

**Fire Escapes:** Many older buildings are equipped with a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes are considered a “secondary” or

alternative means of egress, and are to be used if the primary means of egress (stairwells) cannot be safely used to exit the building because they are obstructed by flame, heat or smoke.

Exits: Most buildings have more than one exit. In addition to the main entrance to the building, there may be separate side exits, rear exits, basement exits, roof exits and exits to the street from stairwells. Some of these exits may have alarms. Not all of these exits may lead to the street. Roof exits may or may not allow access to adjoining buildings.

**Be sure to review Part I (Building Information Section) of this fire safety plan and familiarize yourself with the different means of egress from your building.**

### Fire Sprinkler Systems

A fire sprinkler system is a system of pipes and sprinkler heads that when triggered by the heat of a fire automatically discharges water that extinguishes the fire. The sprinkler system will continue to discharge water until it is turned off. When a sprinkler system activates, an alarm is sounded.

**Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with fire sprinkler systems.**

### Interior Fire Alarm Systems

Although generally not required, some residential buildings are equipped with interior fire alarm systems that are designed to warn building occupants of a fire in the building. Interior fire alarm systems generally consist of a panel located in a lobby or basement, with manual pull stations located near the main entrance and by each stairwell door. Interior fire alarm systems are usually manually activated (must be pulled by hand) and do not automatically transmit a signal to the Fire Department dispatcher. Do not assume that the Fire Department has been notified because you hear a fire alarm or smoke detector sounding in the building.

**Be sure to review part I (Building Information Section) of this safety plan to learn whether your building is equipped with an interior fire alarm system and whether the alarm is transmitted to the Fire Department, and familiarize yourself with the location of the manual pull stations and how to activate them in the event of a fire.**

### Public Address Systems

Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually in the building lobby. Public address systems are different from the building intercoms, and usually consist of loudspeakers in building hallways and/or stairwells.

**Be sure to review part I (Building Information Section) of this safety plan to learn whether your building is equipped with a public address system.**

## EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

**IN THE EVENT OF A FIRE, FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. HOWEVER, THERE MAY BE EMERGENCY SITUATIONS IN WHICH YOU MAY BE REQUIRED TO DECIDE ON A COURSE OF ACTION TO PROTECT YOURSELF AND THE OTHER MEMBERS OF YOUR HOUSEHOLD.**

**THIS FIRE SAFETY PLAN IS INTENDED TO ASSIST YOU IN SELECTING THE SAFEST COURSE OF ACTION IN SUCH AN EMERGENCY. PLEASE NOTE THAT NO FIRE SAFETY PLAN CAN ACCOUNT FOR ALL OF THE POSSIBLE FACTORS AND CHANGING CONDITIONS; YOU WILL HAVE TO DECIDE FOR YOURSELF WHAT IS THE SAFEST COURSE OF ACTION UNDER THE CIRCUMSTANCES**

### General Emergency Fire Safety Instructions

1. Stay calm. Do not panic. Notify the Fire Department as soon as possible. Firefighters will be on the scene within minutes.
2. Because flame, heat and smoke rise, generally a fire on a floor below your apartment presents a greater threat to your safety than a fire on a floor above your apartment.
3. Do not overestimate your ability to put out a fire. Most fires cannot be easily or safely extinguished. Do not attempt to put the fire out once it begins to quickly spread. If you attempt to put a fire out, make sure you have clear a path of retreat from the room.
4. If you decide to exit the building during a fire, close all doors as you exit to confine the fire. Never use the elevator. It could stop between floors or take you to where the fire is.
5. Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in a heavy smoke condition, get down on the floor and crawl. Take short breaths, breathing through your nose.
6. If your clothes catch fire, don't run. Stop where you are, drop to the ground, cover your face with your hands to protect your face and lungs and roll over to smother the flames.

### Evacuation Instructions If The Fire Is In Your Apartment (All Types of Building Construction)

1. Close the door to the room where the fire is, and leave the apartment.
2. Make sure EVERYONE leaves the apartment with you.
3. Take your keys.
4. Close, but do not lock, the apartment door.
5. Alert people on your floor by knocking on their doors on your way to the exit.
6. Use the nearest stairwell to exit the building.
7. **DO NOT USE THE ELEVATOR.**

8. Call 911 once you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
9. Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.

### **Evacuation Instructions If The Fire Is Not In Your Apartment**

#### **“NON – COMBUSTIBLE” OR “ FIREPROOF” BUILDINGS:**

1. Stay inside your apartment and listen for instructions from firefighters unless conditions become dangerous.
2. If you must exit your apartment, first feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
3. If you can safely exit your apartment, follow the instructions above for a fire in your apartment.
4. If you cannot exit your apartment or building, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
5. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
6. Open windows a few inches at the top and bottom unless flames and smoke are coming from below. Do not break any windows.
7. If conditions in the apartment appear life – threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
8. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

#### **“COMBUSTIBLE” OR “NON – FIREPROOF” BUILDING**

1. Feel your apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat of fire.
2. Exit your apartment and building if you can safely do so, following the instructions above for a fire in your apartment.
3. If the hallway or stairwell is not safe because of smoke, heat or fire and you have access to a fire escape, use it to exit the building. Proceed cautiously on the fire escape and always carry or hold onto small children
4. If you cannot use the stairs or the fire escape, call 911 and tell them your address, apartment number and the number of people in your apartment.
  - A. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.

- B. Open windows a few inches at the top and bottom unless flames and smoke are coming from below. Do not break any windows.
- C. If conditions in the apartment appear life – threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
- D. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible retreat to a balcony or terrace away from the source of the smoke, heat or fire.

## 11. Reference Letters (Business)

Please upload Two (2) Business Letters of Reference.

## 12. Reference Letters (Personal)

Please upload Two (2) Personal Letters of Reference.

## 13. Reference Letter (Bank)

Please upload Bank Letter(s) of Reference stating type of account, amount on deposit in dollars and age of the account.

## 14. Legal Mailing Address Form

Please have Shareholder complete Legal Mailing Address Form (enclosed).

300 WEST 23RD STREET OWNERS CORP  
300 West 23rd Street  
New York, New York 10011-2240

**NOTIFICATION OF  
LEGAL MAILING ADDRESS FOR UNIT OWNER**

All communication and invoices concerning the ownership of unit should be sent to the following address rather than the apartment.

Name of Cooperative: \_\_\_\_\_

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

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

Shareholder's Name: \_\_\_\_\_

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

Business Phone: (000) 000-0000 \_\_\_\_\_

Home Phone: (000) 000-0000 \_\_\_\_\_

Shareholder's Signature: X \_\_\_\_\_

## 15. Shareholder Information Form

Please have Shareholder complete Shareholder Information Form on Sublet (enclosed).

**SHAREHOLDER INFORMATION**

1. Why are you subletting, and do you plan to return? \_\_\_\_\_

---

---

---

---

2. For how long do you expect to sublet your apartment? \_\_\_\_\_

---

---

---

---

3. How did you obtain the prospective subtenant? \_\_\_\_\_

---

---

---

---

4. How long have you lived in the building? \_\_\_\_\_

---

---

---

---