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An AKAM® Living Services Company

260 Madison Avenue  
12th Floor  
New York, New York 10016  
Phone: 212.986.0001  
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www.akam.com

**10 PARK AVENUE TENANTS' CORPORATION  
10 PARK AVENUE  
NEW YORK, NY  
SUBLEASE APPLICATION**

The following is a list of the items you are required to submit for the Board of Managers to review your application. Please be certain to provide ALL of the information requested. ***In the interest of confidentiality, social security numbers must not appear on any of the documentation submitted with the exception of the Consent Form. Account numbers should be eliminated except for the last three digits. Applicants must still provide their social security numbers on the included Consent Form.***

Prospective subtenants are required to submit 1 set (8.5 x 11 pages only, do not bind, staple or paperclip) of the following to the attention of the Closing Department at AKAM Associates, Inc.:

1. Acknowledgement of Sublet Policy (attached)
2. Sublease Application (attached)
3. Sublease Agreement (attached)
4. Lead Paint Rider (attached)
5. Financial Statement (attached)
6. Copies of the two most recent bank statements
7. Consent Form (attached)
8. Current Unit Owner's Personal Information (attached)
9. Applicant's Release (attached)
10. Copies of two (2) most recent pay stubs from each applicant
11. Copies of the most recently filed tax return and W-2 form for each applicant
12. A letter from the prospective purchaser's employer verifying annual salary, position held & length of employment. If self-employed please provide a letter from your accountant detailing the same.
13. Letter of reference from current landlord or managing agent
14. Window Guard Rider (attached)
15. Applicant Contact Information (attached)
16. Acknowledgement of Building Policies (attached)
17. Corporation's Designation of Occupant, if applicable (attached)
18. Completed Lender Approval Documents (attached)

***\*\*This application was created using Adobe Acrobat. The forms can be opened, filled out, and printed using Adobe Acrobat or Adobe Acrobat Reader (versions 5.0 and above). If you do not have Adobe Acrobat Reader on your computer, you can download it free of charge from [www.adobe.com](http://www.adobe.com). Where a signature is required, please sign after printing the application. Electronic signatures are not permitted.***

**Fees to be submitted with application (CERTIFIED CHECKS OR MONEY ORDERS ONLY):**

1. \$400.00 processing fee (non-refundable); check made payable to AKAM Associates, Inc.
2. \$125.00 credit check fee, per applicant (non-refundable); check made payable to AKAM Associates, Inc.
3. \$500.00 Move-In/Out deposit (refundable); check made payable to 10 Park Ave. Tenant's Corp.

**SUBLEASE FEE:**

- Upon Board approval a sublease fee equal to \$1.20 per share per month will be added to the shareholder's maintenance bill. This sublease fee will be billed monthly through the term of the sublease agreement. This fee will not be prorated.

**GENERAL NOTES:**

- Ensure all forms/sublease agreements are signed (and initialed where necessary) by all relevant parties.
- All supporting documentation must be submitted in English (if original is in another language, please provide both original and translated versions).
- The amounts set forth on the Financial Statement form must be equal to the amounts on the supporting documentation.
- Financial Statement amounts and all supporting documentation must be in USD. If funds are held in overseas accounts, a certified bank letter verifying the USD value must accompany said documentation.
- Bank statements must clearly show Applicant's name and mailing address.
- The WorkNumber is not an acceptable form of employment verification.
- Reference letters must be unique and signed (email is not acceptable).
- No application will be considered where the shareholder is not current in all obligations, monetary and otherwise, to the cooperative.

**NOTES SPECIFIC TO SUBLEASING:**

- Any shareholder requesting to sublease must have owned their unit for at least one year prior to making the request.
- No shareholder may sublease to more than three different subtenants in any five year period.
- All initial sublease agreements must be for a term of one year.
- In order to provide sufficient time for review of your application please submit your complete application 60 days prior to the start of your proposed sublease.

**SUBLEASE RENEWALS:**

Subleases are not automatically renewed. A sublease may be renewed for an additional period of one year. The Shareholder is to submit the following in order to gain approval for a sublease renewal:

- a) Letter requesting sublease renewal
- b) New fully executed sublease agreement with revised lease term
- c) \$150.00 processing Fee made payable to AKAM Associates, Inc.
- d) Mortgage Holder Consent Letter (this is only applicable if you have a mortgage on your apartment at 10 Park Avenue)

All sublease renewals will be subject to the Lessor and Lessee being in compliance with all applicable building rules, including the Proprietary Lease, the By-Laws and the House Rules.

TEN PARK AVENUE TENANT'S CORP  
ACKNOWLEDGEMENT OF SUBLET POLICY

POLICY: a shareholder may from time to time for a minimum of six months and for a maximum of one year sublet their apartment. Approval for subletting is contingent upon the following:

1. The Board of Directors approved the subtenant,
2. The subtenant registers with the building staff prior to moving in,
3. The shareholder and subtenant execute a sublease in form and substance approved by the Board of Directors
4. The shareholder agrees to pay the Apartment Corporation a sublet fee (currently \$1.20 per share, per month)
5. The shareholder has first occupied the apartment for at least one full year.
6. The shareholder agrees not to sublet the apartment to more than three different subtenants in any five-year period.

Please be advised, the sublet fee is collected in full monthly and will not be prorated, further the fee is considered to be additional maintenance and is due on the first of each month.

Failure to pay these monies as due is considered grounds for immediate termination of the sublease.

This agreement is binding notwithstanding any contrary provisions in the proprietary lease.

\_\_\_\_\_  
AGREED AND ACKNOWLEDGED SHAREHOLDER(S)

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AGREED AND ACKNOWLEDGED SUBTENANT(S)

\_\_\_\_\_  
DATE

The rider must be signed by both the Shareholder and the Subtenant and returned with the package.  
This package will not be considered complete without this rider.



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## COOPERATIVE LEASE APPLICATION

Today's Date: \_\_\_\_\_  
Applicant's Last Name(s): \_\_\_\_\_  
Unit #: \_\_\_\_\_

### GENERAL INFORMATION

**Building Name** \_\_\_\_\_ **Length of Lease** \_\_\_\_\_ **Unit #** \_\_\_\_\_  
**Building Address** \_\_\_\_\_ **Lease Start Date** \_\_\_\_\_  
**Monthly Rent** \_\_\_\_\_ **Lease End Date** \_\_\_\_\_  
**Annual Rent** \_\_\_\_\_ **Security Deposit** \_\_\_\_\_

### OWNER'S INFORMATION

**Owner's Name(s)** \_\_\_\_\_ **Home Phone** \_\_\_\_\_  
**Current Address** \_\_\_\_\_ **Cell Phone** \_\_\_\_\_  
\_\_\_\_\_ **Email Address** \_\_\_\_\_

### APPLICANT'S INFORMATION

|                        | Applicant                            | Co-Applicant                         |
|------------------------|--------------------------------------|--------------------------------------|
| <b>Name</b>            | _____                                | _____                                |
| <b>Email Address</b>   | _____                                | _____                                |
| <b>Home Phone</b>      | _____                                | _____                                |
| <b>Cell Phone</b>      | _____                                | _____                                |
| <b>Work Phone</b>      | _____                                | _____                                |
| <b>Current Address</b> | _____                                | _____                                |
|                        | _____                                | _____                                |
| <b>Time at Address</b> | From _____ to _____                  | From _____ to _____                  |
| <b>Own or Rent?</b>    | Own    Rent    Live at Home    Other | Own    Rent    Live at Home    Other |
| <b>Landlord/Agent</b>  | _____                                | _____                                |
| <b>Address</b>         | _____                                | _____                                |

### EMPLOYMENT INFORMATION

|                           | Full-Time<br>Retired | Part-Time<br>Student | Self Employed<br>Unemployed |  | Full-Time<br>Retired | Part-Time<br>Student | Self Employed<br>Unemployed |
|---------------------------|----------------------|----------------------|-----------------------------|--|----------------------|----------------------|-----------------------------|
| <b>Employment Status</b>  |                      |                      |                             |  |                      |                      |                             |
| <b>Profession</b>         | _____                | _____                | _____                       |  | _____                | _____                | _____                       |
| <b>Current Employer</b>   | _____                | _____                | _____                       |  | _____                | _____                | _____                       |
| <b>Empl. Address</b>      | _____                | _____                | _____                       |  | _____                | _____                | _____                       |
| <b>City/State/Zip</b>     | _____                | _____                | _____                       |  | _____                | _____                | _____                       |
| <b>Employment Dates</b>   | From _____ to _____  |                      |                             |  | From _____ to _____  |                      |                             |
| <b>Supervisor's Name</b>  | _____                | _____                | _____                       |  | _____                | _____                | _____                       |
| <b>Supervisor's Phone</b> | _____                | _____                | _____                       |  | _____                | _____                | _____                       |
| <b>Annual Base Salary</b> | _____                | _____                | _____                       |  | _____                | _____                | _____                       |
| <b>Prior Employer</b>     | _____                | _____                | _____                       |  | _____                | _____                | _____                       |
| <b>Empl. Address</b>      | _____                | _____                | _____                       |  | _____                | _____                | _____                       |
| <b>City/State/Zip</b>     | _____                | _____                | _____                       |  | _____                | _____                | _____                       |
| <b>Employment Dates</b>   | From _____ to _____  |                      |                             |  | From _____ to _____  |                      |                             |



COOPERATIVE  
LEASE APPLICATION

Today's Date: \_\_\_\_\_  
Applicant's Last Name(s): \_\_\_\_\_  
Unit #: \_\_\_\_\_

|                    |       |       |
|--------------------|-------|-------|
| Supervisor's Name  | _____ | _____ |
| Supervisor's Phone | _____ | _____ |
| Education History  | _____ | _____ |

FINANCIAL INFORMATION

|                                             |                                 |                                 |
|---------------------------------------------|---------------------------------|---------------------------------|
| 1. Bank Name                                | _____                           | _____                           |
| Address                                     | _____                           | _____                           |
| Account Type                                | Checking      Savings      Loan | Checking      Savings      Loan |
| 2. Bank Name                                | _____                           | _____                           |
| Address                                     | _____                           | _____                           |
| Account Type                                | Checking      Savings      Loan | Checking      Savings      Loan |
| 3. Bank Name                                | _____                           | _____                           |
| Address                                     | _____                           | _____                           |
| Account Type                                | Checking      Savings      Loan | Checking      Savings      Loan |
| 4. Stockbroker, CPA or<br>Executor (if any) | _____                           | _____                           |
| Firm Name                                   | _____                           | _____                           |
| Address                                     | _____                           | _____                           |
| Phone                                       | _____                           | _____                           |
| Email Address                               | _____                           | _____                           |

PERSONAL REFERENCES

|               |       |       |
|---------------|-------|-------|
| 1. Name       | _____ | _____ |
| Phone         | _____ | _____ |
| Email Address | _____ | _____ |
| 2. Name       | _____ | _____ |
| Phone         | _____ | _____ |
| Email Address | _____ | _____ |
| 3. Name       | _____ | _____ |
| Phone         | _____ | _____ |
| Email Address | _____ | _____ |

PROFESSIONAL REFERENCES

|               |       |       |
|---------------|-------|-------|
| 1. Name       | _____ | _____ |
| Phone         | _____ | _____ |
| Email Address | _____ | _____ |
| 2. Name       | _____ | _____ |
| Phone         | _____ | _____ |
| Email Address | _____ | _____ |



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## COOPERATIVE LEASE APPLICATION

Today's Date: \_\_\_\_\_  
Applicant's Last Name(s): \_\_\_\_\_  
Unit #: \_\_\_\_\_

**3. Name** \_\_\_\_\_  
Phone \_\_\_\_\_  
Email Address \_\_\_\_\_

### GUARANTOR INFORMATION *Not Applicable*

Name of Guarantor \_\_\_\_\_  
Relation to Applicant \_\_\_\_\_  
Guarantor Phone \_\_\_\_\_

### EMPLOYMENT INFORMATION

Employment Status: Full-Time, Part-Time, Self Employed, Retired, Student, Unemployed  
Profession \_\_\_\_\_

### FINANCIAL INFORMATION

**1. Bank Name** \_\_\_\_\_  
Address \_\_\_\_\_  
Account: Checking, Savings, Loan  
**2. Bank Name** \_\_\_\_\_  
Address \_\_\_\_\_  
Account: Checking, Savings, Loan

**Current Employer** \_\_\_\_\_  
Empl. Address \_\_\_\_\_  
City/State/Zip \_\_\_\_\_  
Employ. Dates From \_\_\_\_\_ to \_\_\_\_\_  
Supervisor Name \_\_\_\_\_  
Supervisor Phone \_\_\_\_\_  
Annual Base Salary \_\_\_\_\_

### ADDITIONAL INFORMATION

**Names & ages for all occupants**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Name(s) of residents in building known by Applicant(s)**  
\_\_\_\_\_  
\_\_\_\_\_

**Do you have pets?** Yes No *(Please refer to the building rules regarding pets)*  
*If yes, list type, breed and age* \_\_\_\_\_

**Do any occupants smoke? (cigarettes, cigars, pipes, etc.)** Yes No  
**Occupancy will be** Full-time Part-time Pied-A-Terre

The foregoing application, including all personal and financial information, has been carefully prepared, and the undersigned hereby solemnly declare(s) and certifies that all the information is true and correct and that all financial information submitted is a true and accurate statement of the undersigned as of the date set forth by each signature. The agents neither bear nor assume any responsibility whatsoever for the verification of completeness of the information contained herein. In addition, the undersigned hereby authorize(s) the managing agent and condominium association to share such portions of the application as they may reasonably believe necessary to fulfill the purposes of this application with other parties, and further agree to hold the managing agent, its employees and agents harmless from any error or omission in the transfer of the information or the distribution of such information to third parties.

Applicant \_\_\_\_\_ Date \_\_\_\_\_  
Co-Applicant \_\_\_\_\_ Date \_\_\_\_\_  
*(If Applicable)*  
Guarantor \_\_\_\_\_ Date \_\_\_\_\_

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

| GENERAL INFORMATION          |           |              | CONTINGENT LIABILITIES                   |     |    |
|------------------------------|-----------|--------------|------------------------------------------|-----|----|
|                              | Applicant | Co-Applicant |                                          |     |    |
| Personal Bank Accounts at    |           |              | An Endorser or Co-maker on Notes         |     |    |
| Savings and Loan Accounts at |           |              | Alimony Payments (Annual)                |     |    |
| Purpose of Loan              |           |              | Child Support                            |     |    |
|                              |           |              | Are you a defendant in any legal action? | Yes | No |
|                              |           |              | Are there any unsatisfied judgments?     | Yes | No |
|                              |           |              | Have you ever taken bankruptcy? Explain: | Yes | No |

## Itemized Schedules

Please include verification statements and proof of liquid assets as required by your coop or condo.

### A: ITEMIZED SCHEDULE OF CASH

| Applicant or Co-Applicant | Financial Institution | Type of Account | Account Balance |
|---------------------------|-----------------------|-----------------|-----------------|
|                           |                       |                 |                 |
|                           |                       |                 |                 |
|                           |                       |                 |                 |
|                           |                       |                 |                 |
|                           |                       |                 |                 |

### B: ITEMIZED SCHEDULE OF STOCKS AND BONDS

| Amount/ No. of Shares | Description | Marketable Value | Non-Marketable Value |
|-----------------------|-------------|------------------|----------------------|
|                       |             |                  |                      |
|                       |             |                  |                      |
|                       |             |                  |                      |
|                       |             |                  |                      |
|                       |             |                  |                      |

### C: ITEMIZED SCHEDULE OF REAL ESTATE

| Description and Location | Date Acquired | Cost | Actual Value | Mortgage Amount | Maturity Date | Monthly Operating Costs | Residential or Commercial<br>(If commercial, what are the gross rents?) |
|--------------------------|---------------|------|--------------|-----------------|---------------|-------------------------|-------------------------------------------------------------------------|
|                          |               |      |              |                 |               |                         |                                                                         |
|                          |               |      |              |                 |               |                         |                                                                         |
|                          |               |      |              |                 |               |                         |                                                                         |
|                          |               |      |              |                 |               |                         |                                                                         |
|                          |               |      |              |                 |               |                         |                                                                         |

### D: ITEMIZED SCHEDULE OF OTHER ASSETS

| Description | Amount |
|-------------|--------|
|             |        |
|             |        |
|             |        |
|             |        |
|             |        |

### E: ITEMIZED SCHEDULE OF NOTES PAYABLE

| To Whom Payable | Date | Amount | Due | Interest | Pledged as Security |
|-----------------|------|--------|-----|----------|---------------------|
|                 |      |        |     |          |                     |
|                 |      |        |     |          |                     |
|                 |      |        |     |          |                     |
|                 |      |        |     |          |                     |

### F: ITEMIZED SCHEDULE OF MORTGAGES PAYABLE

| To Whom Payable | Mortgage Amount | Principal Remaining | Maturity Date |
|-----------------|-----------------|---------------------|---------------|
|                 |                 |                     |               |
|                 |                 |                     |               |
|                 |                 |                     |               |
|                 |                 |                     |               |

**G: ITEMIZED SCHEDULE OF OTHER LIABILITIES**

| Description | Amount | Date | Payments | Security |
|-------------|--------|------|----------|----------|
|             |        |      |          |          |
|             |        |      |          |          |
|             |        |      |          |          |
|             |        |      |          |          |

**H: ITEMIZED SCHEDULE OF OTHER INCOME**

| Source | Amount Last Year | Is this recurring? |
|--------|------------------|--------------------|
|        |                  |                    |
|        |                  |                    |
|        |                  |                    |
|        |                  |                    |

**IF YOU ARE A PRINCIPAL OF OR ARE EMPLOYED BY A FAMILY BUSINESS, PLEASE COMPLETE THIS SECTION:**

|                                                    | Applicant | Co-Applicant |
|----------------------------------------------------|-----------|--------------|
| Dividend or partnership income (present year)      |           |              |
| Dividend or partnership income (prior year)        |           |              |
| Dividend or partnership income (second prior year) |           |              |

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. The information is submitted as being a true and accurate statement of the financial condition of the undersigned on the \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

X \_\_\_\_\_  
Applicant Date

X \_\_\_\_\_  
Co- Applicant Date

**STANDARD FORM OF COOPERATIVE APARTMENT SUBLEASE**

CAS/98

THE REAL ESTATE BOARD OF NEW YORK, INC.

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**PREAMBLE:** This Sublease contains the agreements between You and Owner concerning the rights and obligations of each party. You and Owner have other rights and obligations which are set forth in government laws and regulations.

You should read this Sublease carefully. If You have any questions, or if You do not understand any words or statements, get clarification. Once You and Owner sign this Sublease, You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner have been written into this Sublease except for obligations arising under the Cooperative Documents (as defined in Article 4). You understand that any agreements made before or after this Sublease was signed and not written into it will not be enforceable.

**THIS SUBLEASE** is made as of \_\_\_\_\_ month \_\_\_\_\_ day \_\_\_\_\_ year between

Owner, the Sublessor \_\_\_\_\_  
whose address is \_\_\_\_\_ and  
You, the Sublessee, \_\_\_\_\_  
whose address is \_\_\_\_\_

**1. APARTMENT AND USE**

Owner agrees to sublease to You Apartment \_\_\_\_\_ on the \_\_\_\_\_ floor in the cooperative apartment building at \_\_\_\_\_, Borough of \_\_\_\_\_, City and State of New York (the "Building"). You shall use the Apartment for living purposes only. The Apartment may be occupied only by You and the following Permitted Occupants: \_\_\_\_\_

You acknowledge that: (i) this Sublease may not commence until the occupancy of the Apartment by You and the Permitted Occupants has been approved by the Board of Directors of \_\_\_\_\_ ("Apartment Corporation"); and (ii) no other person other than You and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner and the Apartment Corporation.

**2. LENGTH OF SUBLEASE**

The term (that means the length) of this Sublease will begin on \_\_\_\_\_ and will end on \_\_\_\_\_. If You do not do everything You agree to do in this Sublease, Owner may have the right to end this Sublease before the ending date. If Owner does not do everything that Owner agrees to do in this Sublease, You may have the right to end the Sublease before the ending date. You acknowledge that the term of this Sublease may be reduced as authorized by Article 6.

**3. RENT**

Your monthly rent for the Apartment is \$ \_\_\_\_\_. You must pay Owner the rent, in advance, on the first day of each month either to Owner at the above address or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Sublease if the Sublease begins on the first day of the month. If the Sublease begins after the first day of the month, You must pay when You sign this Sublease: (i) the part of the rent from the beginning date of this Sublease until the last day of the month, and (ii) the full rent for the next full calendar month.

**4. COOPERATIVE DOCUMENTS**

This Sublease shall be subject and subordinate to: (i) the Proprietary Lease for the Apartment between Apartment Corporation, as lessor, and Owner, as lessee; (ii) the Rules and Regulations of the Apartment Corporation (which are sometimes called House Rules); and (iii) the By-Laws of the Apartment Corporation. (The Proprietary Lease, the Rules and Regulations and the By-Laws of the Apartment Corporation and all amendments thereto, including any amendments subsequent to the date hereof, are collectively called the "Cooperative Documents".) In the event of any inconsistency between the provisions of this Sublease and the Cooperative Documents, the provisions of the Cooperative Documents shall govern and be binding.

You and the Permitted Occupants of the Apartment shall faithfully observe and comply with the Cooperative Documents, other than the provisions of the Cooperative Documents required to be performed by Owner (which include the payment of rent for the Apartment to the Apartment Corporation). You and the Permitted Occupants of the Apartment shall not undertake any action which, if performed by Owner, would constitute a violation of the Cooperative Documents. You have reviewed the Cooperative Documents or waived their examination.

**5. SECURITY DEPOSIT**

You are required to give Owner the sum of \$ \_\_\_\_\_ when You sign this Sublease as a security deposit, which is called in law a trust. Owner will deposit this security in \_\_\_\_\_ bank at \_\_\_\_\_, New York. This security account shall not bear interest.

If You carry out all of your agreements in this Sublease and if You move out of the Apartment and return it to Owner in the same condition it was in when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty through no fault of your own, Owner will return to You the full amount of your security deposit within 60 days after this Sublease ends. However, if You do not carry out all your agreements in this Sublease, Owner may keep all or part of your security deposit which has not yet been paid to You necessary to pay Owner for any losses incurred, including missed payments.

If Owner sells the Apartment, Owner will turn over your security either to You or to the person buying the Apartment within 5 days after the sale. Owner will then notify You, by registered or certified mail, of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to You for the security deposit. The new owner will become responsible to You for the security deposit.

**6. IF YOU ARE UNABLE TO MOVE IN**

A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Sublease. If this happens for reasons beyond Owner's reasonable control, including the failure to obtain the consent of the Apartment Corporation to this Sublease prior to the beginning date, Owner will not be responsible for your damages or expenses and this Sublease will remain in effect. However, in such case, the Sublease will start on the date when You can move in; the ending date of this Sublease as specified in Article 2 will remain the same. You will not have to pay rent until the move-in date Owner gives You by written notice, or the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Sublease as stated in Article 2, this Sublease shall be canceled and all prepaid rent and security deposit shall be promptly returned to You.

**7. CAPTIONS**

In any dispute arising under this Sublease, in the event of a conflict between the text and a caption, the text controls.

**8. WARRANTY OF HABITABILITY**

A. All of the sections of this Sublease are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Sublease. Nothing in this Sublease can be interpreted to mean that You have given up any of your rights under that law. Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.

B. You will do nothing to interfere to make more difficult the Apartment Corporation's efforts to provide You and all other occupants of the Building with the required facilities and services. Any condition caused by your misconduct or the misconduct of anyone under your direction or control shall not be a breach by Owner.

**9. CARE OF YOUR APARTMENT; END OF SUBLEASE-MOVING OUT**

A. You will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. You will move out on or before the ending date of this Sublease and leave the Apartment in good order and in the same condition as it was when You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of your own.

B. When the Sublease ends, You must remove all of your movable property. You must also remove at your own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment You may have installed in the Apartment, even if it was done with Owner's consent. If the Apartment Corporation imposes any "move-out" deposits or fees, You shall pay any such deposit or fee when requested by the Apartment Corporation. You must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. You have not moved out until all persons, furniture and other property of yours is also out of the Apartment. If your property remains in the Apartment after the Sublease ends, Owner may either treat You as still in occupancy and charge You for use, or may consider that You have given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at your expense. You agree to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Sublease.

**10. CHANGES AND ALTERATIONS TO APARTMENT**

You cannot build in, add to, change or alter, the Apartment in any way, including wallpapering, painting, repainting, or other decorating, without first obtaining the prior written consent of Owner and, if required under the Proprietary Lease, the Apartment Corporation. Without Owner's and/or the Apartment Corporation's prior written consent, You cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's and/or the Apartment Corporation's opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, You cannot place in the Apartment water-filled furniture.

**11. YOUR DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND RULES**

A. GOVERNMENT LAWS AND ORDERS. You will obey and comply: (i) with all present and future city, state and federal laws and regulations which affect the Building or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the Apartment and the Building. You will not allow any windows in the Apartment to be cleaned from the outside, unless the prior written consent of the Apartment Corporation is obtained.

B. APARTMENT CORPORATION'S RULES AFFECTING YOU. You will obey all of the Cooperative Documents other than the provisions of the Cooperative Documents required to be performed by Owner.

C. YOUR RESPONSIBILITY. You are responsible for the behavior of yourself, the Permitted Occupants of the Apartment, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment, have not obeyed government laws and orders, the Cooperative Documents or this Sublease.

**12. OBJECTIONABLE CONDUCT**

You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment will not engage in objectionable conduct in the Building. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other occupants of the Building. Objectionable conduct by You gives Owner the right to end this Sublease.

**13. SERVICES AND FACILITIES**

A. REQUIRED SERVICES. The Apartment Corporation will provide cold and hot water and heat, as required by law, repairs to the Apartment, as required by the Proprietary Lease, elevator service if the Building has elevator equipment, and the utilities, if any, included in the rent, as set forth in subparagraph B. You are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

B. The following utilities are included in the rent \_\_\_\_\_

C. ELECTRICITY AND OTHER UTILITIES. If the Apartment Corporation provides electricity or gas for a separate, submetered charge, your obligations to the Apartment Corporation and/or Owner are described in a rider attached to this Sublease. If electricity or gas is not included in the rent and is not charged separately by the Apartment Corporation and/or Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service and cable television service if the cost of any such service is not included in the rent.

D. APPLIANCES. Appliances supplied by Owner in the Apartment are for your use. They are in good working order on the date hereof and will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of your negligence or misuse, You will pay Owner for the cost of such repair or replacement as additional rent.

E. FACILITIES. If the Apartment Corporation permits Owner to use any storeroom, storage bin, laundry or any other facility located in the Building but outside of the Apartment, and provided such use is transferable to You by Owner pursuant to the Cooperative Documents, the use of any such facility will be furnished to You free of charge and at your own risk. You will operate at your expense any coin operated appliances located in any such facility.

**14. INABILITY TO PROVIDE SERVICES**

Because of a strike, labor, trouble, national emergency, repairs, or any other cause beyond Owner's and the Apartment Corporation's reasonable control, Owner and the Apartment Corporation may not be able to provide or may be delayed in providing any services or in making any repairs to the Apartment and/or the Building. In any of these events, any rights You may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

## 15. ENTRY TO APARTMENT

During reasonable hours and with reasonable notice, except in emergencies, Owner, Owner's representatives and agents or employees of the Apartment Corporation may enter the Apartment for the following reasons:

A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment; and to make any necessary repairs or changes Owner or the Apartment Corporation decide are necessary. Your rent will not be reduced because of any of this work, unless the rent payable by Owner under the Proprietary Lease is reduced.

B. To show the Apartment to persons who may wish to become owners of the Apartment or may be interested in lending money to Owner.

C. For two months before the end of the Sublease, to show the Apartment to persons who wish to sublease it.

D. If, during the last month of the Sublease, You have moved out and removed all or almost all of your property from the Apartment, Owner may enter to make changes, repairs or redecorations. Your rent will not be reduced for that month and this Sublease will not be ended by Owner's entry.

E. If, at any time, You are not personally present to permit Owner, Owner's representatives or the agents and employees of the Apartment Corporation, to enter the Apartment and entry is necessary or allowed by law, under the Proprietary Lease or this Sublease, Owner, Owner's representatives or the agents and employees of the Apartment Corporation may nevertheless enter the Apartment. Owner, Owner's representatives or the agents and employees of the Apartment Corporation may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, any authorized party is negligent or misuses your property.

## 16. ASSIGNING; SUBLETTING; ABANDONMENT

A. Assigning and Subletting. You cannot assign this Sublease or sublet the Apartment. You acknowledge that Owner may refuse any request made by You to assign this Sublease or to further sublet the Apartment for any reason or no reason.

B. Abandonment. If You move out of the Apartment (abandonment) before the end of this Sublease without the consent of Owner, this Sublease will not be ended. You will remain responsible for each monthly payment of rent as it becomes due until the end of this Sublease. In case of abandonment your responsibility for rent will end only if Owner chooses to end this Sublease for default as provided in Article 17.

## 17. DEFAULT

A. You default under the Sublease if You act in any of the following ways:

- (i) You fail to carry out any agreement or provision of this Sublease;
- (ii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment behave in an objectionable manner;
- (iii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment violate any of the Cooperative Documents;
- (iv) You do not take possession or move into the Apartment 15 days after the beginning of this Sublease; or
- (v) You and the Permitted Occupants of the Apartment move out permanently before this Sublease ends.

If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within 10 days. You must then either stop or correct the default within 10 days, or, if You need more than 10 days, You must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible.

B. If You do not stop or begin to correct a default within 10 days, Owner may give You a second written notice that this Sublease will end 6 days after the date the second written notice is sent to You. At the end of the 6-day period, this Sublease will end, You then must move out of the Apartment. Even though this Sublease ends, You will remain liable to Owner for unpaid rent up to the end of this Sublease, the value of your occupancy, if any, after the Sublease ends, and damages caused to Owner after that time as stated in Article 18.

C. If You do not pay your rent when this Sublease requires after a personal demand for rent has been made, or within 3 days after a statutory written demand for rent has been made, or if the Sublease ends Owner may do the following: (i) enter the Apartment and retake possession of it if You have moved out; (ii) go to court and ask that You and all other occupants in the Apartment be compelled to move out.

Once this Sublease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate this Sublease.

## 18. REMEDIES OF OWNER AND YOUR LIABILITY

If this Sublease is ended by Owner because of your default, the following are the rights and obligations of You and Owner.

A. You must pay your rent until this Sublease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.

B. Once You are out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Sublease. Owner may re-rent to a new subtenant at a lesser rent or may charge a higher rent than the rent in this Sublease.

C. Whether the Apartment is re-rented or not, You must pay to Owner as damages:

- (i) the difference between the rent in this Sublease and the amount, if any, of the rents collected in any later sublease of the Apartment for what would have been the remaining period of this Sublease; and
- (ii) Owner's expenses for the cost of putting the Apartment in good condition for re-rental; and
- \*\*\* (iii) Owner's expenses for attorney's fees (*Delete if inapplicable*).

D. You shall pay all damages due in monthly installments on the rent day established in this Sublease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent subtenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another subtenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

## 19. ADDITIONAL OWNER REMEDIES

If You do not do everything You have agreed to do, or if You do anything which shows that You intend not to do what You agreed to do, Owner has the right to ask a Court to make You carry out your agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 17 and 18 of this Sublease.

## 20. FEES AND EXPENSES

A. You must reimburse Owner for any of the following fees and expenses incurred by Owner:

- (i) Making any repairs to the Apartment or the Building, including any appliances in the Apartment, which result from misuse or negligence by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You;
- (ii) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concern-

writing, (ii) signed by or in the name of Owner or Owner's agent, and (iii) addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment. The date of service of any written notice by Owner to You under this agreement is the date of delivery or mailing of such notice.

B. Notices to Owner. If You wish to give a notice to Owner, You must write it and deliver it or send it by registered or certified mail to Owner at the address noted on page 1 of this Sublease or at another address of which Owner or Agent has given You written notice.

**27. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM**

A. Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Sublease, the relationship of You and Owner as sublessee and sublessor or your use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims or personal injury or property damage.

B. If Owner begins any court action or proceeding against You which asks that You be compelled to move out, You cannot make a counterclaim unless You are claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Building.

**28. NO WAIVER OF SUBLEASE PROVISIONS**

A. Even if Owner accepts your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Sublease the failure of Owner to make action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if You against do not do what You have agreed to do.

B. Only a written agreement between You and Owner can waive any violation of this Sublease.

C. If You pay and Owner accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or part of the earliest rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the rent due unless there is a written agreement between You and Owner.

D. Any agreement to end this Sublease and also to end the rights and obligations of You and Owner must be in writing, signed by You and Owner or Owner's agent. Even if You give keys to the Apartment and they are accepted by either any employee or agent of the Apartment Corporation, Owner's representatives or Owner, this Sublease is not ended.

E. This Sublease, or any provision hereof, may not be modified, amended, extended, waived or abrogated without the prior written consent of the Apartment Corporation.

**29. CONDITION OF THE APARTMENT**

When You signed this Sublease, You did not rely on anything said by Owner, Owner's representatives or the Apartment Corporation's employees, agents, or superintendent about the physical condition of the Apartment, the Building or the land on which is built. You did not rely on any promises as to what would be done, unless what was said or promised is written in this Sublease and signed by both You and Owner. Before signing this Sublease, You have inspected the Apartment and You accept it in its present condition "as is", except for any condition which You could not reasonably have seen during your inspection. You agree that Owner has not promised to do any work in the Apartment except as specified in a rider attached to this Sublease.

**30. DEFINITIONS**

A. Owner: The term "Owner" means the person or organization receiving or entitled to receive rent from You for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" is the person or organization that owns the shares of stock of the Apartment Corporation appurtenant to the Apartment and is the lessee under the Proprietary Lease for the Apartment. It does not include a former Owner, even if the former Owner signed this Sublease.

B. You. The Term "You" means the person or persons signing this Sublease as sublessee and the successors and assigns of the signer. This Sublease has established a sublessor-sublessee relationship between Owner and You.

**31. SUCCESSOR INTERESTS**

The agreements in this Sublease shall be binding on Owner and You and on those who succeed to the interest of Owner or You by law, by approved assignment or by transfer.

**32. TERMINATION OF PROPRIETARY LEASE**

You acknowledge that if the Proprietary Lease is terminated by the Apartment Corporation, this Sublease shall terminate and come to an end 30 days after the Proprietary Lease is terminated. In such event, Owner shall return to You pay rent paid in advance on a pro rata basis.

**33. INSURANCE**

You may obtain liability insurance insuring You, the Permitted Occupants of the Apartment, your servants and people visiting the Apartment, and personal property insurance insuring your furniture and furnishings and other items of personal property located in the Apartment. You may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment. You acknowledge that Owner may not be required to maintain any insurance with respect to the Apartment.

**34. CONSENT**

You shall furnish to the Apartment Corporation or its managing agent, within 5 business days after the date of this Sublease, such personal and financial references and additional information concerning You and the Permitted Occupants of the Apartment as may be requested in order to obtain the consent of the Apartment Corporation to this Sublease, including the submission of any application requested by the Apartment Corporation. You and the Permitted Occupants shall attend one or more personal interviews with members of the Board of Directors of the Apartment Corporation if requested. If the Apartment Corporation imposes any subleasing surcharge upon the rent payable by Owner under the Proprietary Lease during the term of this Sublease, any such subleasing surcharge shall be payable by Owner to the Apartment Corporation.

You acknowledge that this Sublease will not commence and that You and the Permitted Occupants shall have no right to occupy the Apartment until the consent of the Apartment Corporation is obtained to this Sublease. If consent of the Apartment Corporation has not been obtained by the date specified in Article 2 as the beginning date of this Sublease, You shall have no obligation to pay rent until such consent has been obtained. All rent prepaid for the period You are unable to occupy the Apartment because of the lack of the Apartment Corporation's consent shall be applied by Owner to subsequent rent payable hereunder. If consent to this Sublease by the Apartment Corporation is not obtained within 30 days after the date specified in Article 2 as the beginning date of this Sublease, this Sublease shall be canceled and all prepaid rent and security deposit shall be promptly returned to You.

**35. FURNITURE [DELETE IF INAPPLICABLE]**

The Apartment is being subleased as fully furnished; a rider attached to this Sublease lists all furniture and furnishings contained in the Apartment. You shall accept the furniture and furnishings contained in the Apartment "as is" on the commencement date of this Sublease. Owner represents that all such furniture and furnishings are in good repair and in working order on the commencement date of this Sublease except as may be noted in such rider.

You shall take good care of the furniture and furnishings in the Apartment during the pendency of this Sublease and shall be liable for any damages caused by You to such furniture and furnishings. You shall not be responsible for any damages to such furniture and furnishings not caused by You or caused by ordinary wear and tear. You shall surrender such furniture and furnishings when this

ing the Apartment or the Building which You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You have caused;

(iii) Preparing the Apartment for the next subtenant if You move out of the Apartment before the Sublease ending date without Owner's prior written consent;

\*\*\* (iv) Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of a default by You for defending lawsuits brought against Owner because of the actions of You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You (*Delete if inapplicable*);

(v) Removing all of your property after this Sublease is ended;

(vi) Any miscellaneous charges payable to the Apartment Corporation for services You requested that are not required to be furnished You under this Sublease for which services You have failed to pay the Apartment Corporation and which Owner has paid;

(vii) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Sublease or the Cooperative Documents by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You.

These fees and expenses shall be paid by You to Owner as additional rent within 30 days after You receive Owner's bill or statement. If this Sublease has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.

B. Owner agrees that unless subparagraph (iv) of subparagraph 20 A has been stricken out of this Sublease, You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law Section 234.

C. You shall pay the Apartment Corporation on demand for the cost of any miscellaneous charges payable to the Apartment Corporation for services You requested that are not required to be furnished You under this Sublease.

## **21. PROPERTY LOSS, DAMAGES OR INCONVENIENCE**

Unless caused by the negligence or misconduct of Owner, Owner's representatives or the agents and employees of the Apartment Corporation, none of these authorized parties are responsible to You for any of the following: (i) any loss of or damage to You or your property in the Apartment or the Building due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Building; (ii) any loss of or damage to your property delivered to any agent or employee of the Apartment Corporation (i.e. doorman, superintendent, etc.); or (iii) any damage or inconvenience caused to You by actions, negligence or violations of the Cooperative Documents by any other tenant or person in the Building except to the extent required by law.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or on behalf of the Apartment Corporation. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner or the Apartment Corporation. Owner will not be liable to You for such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the rent or allow You to cancel the Sublease.

## **22. FIRE OR CASUALTY**

A. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Sublease will continue unless ended by Owner under subparagraph C below or by You under subparagraph D below. However, the rent will be reduced immediately. This reduction will be based upon the square footage of the part of the Apartment which is unusable.

B. Owner and/or the Apartment Corporation will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below.

C. After a fire, accident or other casualty in the Building, the Apartment Corporation may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Sublease. Owner may do this even if the Apartment has not been damaged, by giving You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives You such notice, this Sublease will end 60 days from the last day of the calendar month in which You were given the notice.

D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, You may give Owner written notice that You end the Sublease. If You give that notice, this Sublease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund your security deposit and the pro-rata portion of rents paid for the month in which the casualty happened.

E. Unless prohibited by the applicable policies, to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

F. You acknowledge that if fire, accident, or other casualty causes damage to any of your personal property in the Apartment, including, but not limited to your furniture and clothes, neither the Owner nor the Apartment Corporation will be responsible to You for the repair or replacement of any such damaged personal property unless such damage was a result of the Owner's or the Apartment Corporation's negligence.

## **23. PUBLIC TAKING**

The entire Building or a part of it can be acquired (condemned) by any government or government agency for a public or quasi-public use or purpose. If this happens, this Sublease shall end on the date the government or agency take title. You shall have no claim against Owner for any damage resulting; You also agree that by signing this Sublease, You assign to Owner any claim against the government or government agency for the value of the unexpired portion of this Sublease.

## **24. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS**

All leases and mortgages of the Building or of the land on which the Building is located and the Proprietary Lease for the Apartment now in effect or made after this Sublease is signed, come ahead of this Sublease. In other words, this Sublease is "subject and subordinate to" the Proprietary Lease and any existing or future lease or mortgage on the Building or land, including any renewals, consolidations, modifications and replacements of these leases or mortgages. If certain provisions of any of these leases or mortgages come into effect, the holder of any such lease or mortgage can end this Sublease. If this happens, You agree that You have no claim against Owner or such Sublease or mortgage holder. If Owner requests, You will sign promptly an acknowledgment of the "subordination" in the form that Owner or the Apartment Corporation requires.

You also agree to sign (if accurate) a written acknowledgment to any third party designated by Owner that this Sublease is in effect, that Owner is performing Owner's obligations under this Sublease and that You have no present claim against Owner.

## **25. YOUR RIGHT TO LIVE IN AND USE THE APARTMENT**

Provided the Apartment Corporation's consent to the Sublease is obtained, if You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Sublease, your tenancy cannot be cut off before the ending date, except as provided for in Articles 22, 23 and 24.

## **26. BILLS AND NOTICE**

A. Notices to You. Any notice from Owner or Owner's agent or attorney will be considered properly given to You if it is: (i) in

Sublease terminates in the same condition as on the date this Sublease commenced, subject to ordinary wear and tear. If any repairs are required to the furniture and furnishings in the Apartment when this Sublease terminates, You shall pay Owner upon demand the cost of any required repairs.

You may not remove any furniture or furnishings from the Apartment or change the location of any such furniture or furnishings during the pendency of this Sublease without Owner's prior written consent.

36. **BROKER [DELETE EITHER SUBPARAGRAPH A OR B]**

A. You represent to Owner that You have not dealt with any real estate broker(s) in connection with the subleasing of the Apartment other than \_\_\_\_\_, [and that \_\_\_\_\_ is your real estate broker in connection with the subleasing of the Apartment (*Delete bracket if inapplicable*)]. You will compensate such broker(s) in accordance with a separate agreement. You shall indemnify and hold Owner harmless from any and all loss incurred by Owner as a result of a breach of the foregoing representations.

B. You represent to Owner that you have not dealt with any real estate broker in connection with the subleasing of the Apartment. You shall indemnify and hold Owner harmless from any and all loss incurred by Owner as a result of a breach of the foregoing representation.

37. **LEAD PAINT DISCLOSURE [DELETE IF THE BUILDING WAS ERECTED AFTER 1978]**

Simultaneously with the execution of this Sublease, You and Owner shall sign and complete the disclosure of information on lead-based paint and/or lead-based paint hazards annexed as a rider attached to this Sublease. You acknowledge receipt of the pamphlet, "Protect Your Family From Lead in Your Home" prepared by the United States Environmental Protection Administration.

38. **PETS [DELETE EITHER SUBPARAGRAPH A OR B]**

A. You may not keep any pets in the Apartment.

B. If authorized by the Cooperative Documents, You may keep pets in the Apartment provided: (i) You obtain the prior written consent of Owner; and (ii) You comply with the Cooperative Documents with respect to the keeping of pets in the Building.

39. **KEYS**

Owner shall retain keys to all locks of the Apartment. If You make any changes to any such lock, You must deliver keys to Owner, and to the Apartment Corporation or its managing agent. At the end of this Sublease, You must deliver to Owner all keys to the Apartment. If You fail to return any keys, You shall pay Owner the cost of replacing any such keys.

40. **WINDOW GUARDS**

You shall complete and deliver to the Apartment Corporation, when requested, a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York. You acknowledge that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

41. **OWNER'S DEFAULT TO APARTMENT CORPORATION**

If: (i) Owner defaults in the payment to the Apartment Corporation of rent or other charges payable under Owner's Proprietary Lease for the Apartment; (ii) the Apartment Corporation notifies You of such default; and (iii) the Apartment Corporation instructs You to pay the rent under this Sublease to the Apartment Corporation, then You shall pay all future installments of rent payable under this Sublease to the Apartment Corporation until such time as the Apartment Corporation advises that the Owner's default has been cured. Owner acknowledges that if You pay any installment of rent payable under this Sublease to the Apartment Corporation as herein provided, You have satisfied your obligation to pay any such installment of rent to Owner. Nothing contained in this Article shall suspend your obligation to pay rent under this Sublease.

42. **BINDING EFFECT**

It is expressly understood and agreed that this Sublease shall not constitute an offer or create any rights in your favor, and shall in no way obligate or be binding upon Owner, and this Sublease shall have no force or effect until this Sublease is duly executed by You and Owner and a fully executed copy of this Sublease is delivered to both You and Owner.

TO CONFIRM OUR AGREEMENTS, OWNER AND YOU RESPECTIVELY SIGN THIS SUBLEASE AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1.

WITNESS:

\_\_\_\_\_(L.S.)  
Owner's Signature

\_\_\_\_\_(L.S.)  
Sublessee's Signature

\_\_\_\_\_(L.S.)  
Sublessee's Signature

**GUARANTY**

The undersigned Guarantor guarantees to Owner the strict performance of and observance by Sublessee of all the agreements, provisions and rules in the attached Sublease. Guarantor agrees to waive all notices when Sublessee is not paying rent or not observing and complying with all of the provisions of the attached Sublease. Guarantor agrees to be equally liable with Sublessee so that Owner may sue Guarantor directly without first suing Sublessee. The Guarantor further agrees that this guaranty shall remain in full effect even if the Sublease is renewed changed or extended in any way and even if Owner has to make a claim against Guarantor. Owner and Guarantor agree to waive trial by jury in any such action, proceeding or counterclaim brought against the other on any matters concerning the attached Sublease or the Guaranty.

Dated \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Guarantor

\_\_\_\_\_  
Address

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

### Lead warning Statement

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

### Lessor's Disclosure

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

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

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

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

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

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

### Lessee's Acknowledgement (initial)

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

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

### Agent's Acknowledgment (initial)

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

### Certification of Accuracy

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

\_\_\_\_\_  
Lessor Signature Date

\_\_\_\_\_  
Lessor Signature Date

\_\_\_\_\_  
Lessee Signature Date

\_\_\_\_\_  
Lessee Signature Date

\_\_\_\_\_  
Agent Signature Date

\_\_\_\_\_  
Agent Signature Date

## CONSENT FORM – DISCLOSURE OF INFORMATION

### **Applicant**

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

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### **Co-Applciant**

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

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

### **If Applicable**

#### **Guarantor/Other Adult**

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

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

I hereby give consent for an investigative consumer report to be done on me for tenancy purposes. I hereby authorize, without reservation, any law enforcement agency, administrator, state agency, state repository, former employer, corporation, credit agency, educational institution, city, state, federal court, military institution, information service bureau, employer or insurance company contacted by AKAM Associates or Tenant Alert to furnish any and all information required. I do understand the investigation will include information from law enforcement agencies, state agencies and public records information, such as credit, social security, criminal, motor vehicle and workers' compensation in accordance with the American with Disabilities Act. This report will include information as to my character work habits, performance and experience, along with the reasons for termination of past employment from previous employers. This releases the aforesaid parties from any liability and responsibility for collecting the above information at any time.

According to the Fair Credit Reporting Act (Law 91-508) SS 606:

A person may not procure or cause to be prepared an investigative consumer report on any consumer unless it is clearly and accurately disclosed to the consumers that an investigative consumer report including information as to his character, general reputation, personal characteristics and mode of living and employment history, whichever are applicable, may be made. I also understand that if I am denied tenancy because of the consumer investigation, it is my right to have the name of the agency or agencies disclosed to me within the time allowed. This authorization, in original or copy form, shall be valid for this and any further reports or updates that may be requested.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Applciant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guarantor/Other Adult's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**CURRENT UNIT OWNER'S PERSONAL INFORMATION**

Unit #: \_\_\_\_\_

Unit Owner's Name: \_\_\_\_\_

Unit Owner's Forwarding Address: \_\_\_\_\_  
\_\_\_\_\_

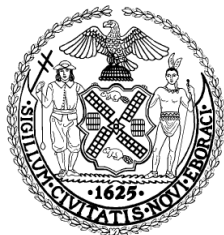
Unit Owner's Business Address: \_\_\_\_\_  
\_\_\_\_\_

Unit Owner's Daytime Phone Number: \_\_\_\_\_

Unit Owner's Evening Telephone Number: \_\_\_\_\_

Unit Owner's Cell Phone Number: \_\_\_\_\_

Unit Owner's Email Address: \_\_\_\_\_



**THE CITY OF NEW YORK**  
DEPARTMENT OF HEALTH  
AND MENTAL HYGIENE

Michael R. Bloomberg    Thomas R. Frieden, MD, MPH  
Mayor                      Commissioner

# **WINDOW GUARDS REQUIRED**

## **Notice to Tenant or Occupant**

*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.*

*Your landlord is required by law to install window guards in your apartment:*  
if a child 10 years of age or younger lives in your apartment,  
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.*

### **CHECK ALL THAT APPLY**

☐

**CHILDREN 10 YEARS OF AGE OR  
YOUNGER LIVE IN MY APARTMENT**

**WINDOW GUARDS ARE INSTALLED IN ALL  
WINDOWS\***

☐

**NO CHILDREN 10 YEARS OF AGE OR  
YOUNGER LIVE IN MY APARTMENT**

**WINDOW GUARDS ARE NOT INSTALLED  
IN ALL WINDOWS\***

☐

**I WANT WINDOW GUARDS EVEN  
THOUGH I HAVE NO CHILDREN 10 YEARS  
OF AGE OR YOUNGER**

**WINDOW GUARDS NEED MAINTENANCE  
OR REPAIR**

**WINDOW GUARDS DO NOT NEED  
MAINTENANCE OR REPAIR**

\_\_\_\_\_  
**Occupant (Print)**

\_\_\_\_\_  
**Tenant's Signature:**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Tenant's Address**

\_\_\_\_\_  
**Apt No.**

### **RETURN THIS FORM TO:**

\_\_\_\_\_  
**AKAM Associates, Inc.**  
**260 Madison Ave, 12th Floor**  
**New York, NY 10016**

**For Further Information Call:**  
**Window Falls Prevention (212) 676-2162**

**\*Except windows giving access to fire escapes or a window on the first floor that is a required means of egress from the dwelling unit**

### **APPLICANT CONTACT INFORMATION**

|                                                                   |                 |
|-------------------------------------------------------------------|-----------------|
| Tenant's Name:                                                    | Personal Email: |
| Business Name:                                                    | Business Email: |
| Address:                                                          | Cell Phone:     |
| City/State/Zip:                                                   | Business Phone: |
| Please list any other contact information (vacation home, beeper) |                 |

|                                                                   |                 |
|-------------------------------------------------------------------|-----------------|
| Co-Tenant's Name:                                                 | Personal Email: |
| Business Name:                                                    | Business Email: |
| Address:                                                          | Cell Phone:     |
| City/State/Zip:                                                   | Business Phone: |
| Please list any other contact information (vacation home, beeper) |                 |

|                                                           |             |
|-----------------------------------------------------------|-------------|
| <b>Emergency Contact Information: (other than Tenant)</b> |             |
| Name:                                                     |             |
| Relationship to Tenant(s):                                | Email:      |
| Home Phone:                                               | Cell Phone: |

Ten Park uses the BuildingLink residential system allowing shareholders to efficiently manage their interactions with Ten Park management and staff. Some of the features include:

- Email notification of packages and other deliveries
- Online submission and tracking of repair requests
- Online access to important notices and documents
- Online responding to surveys building management may post from time to time
- Online Access to Ten Park Community bulletin board

**\*\*A BuildingLink account will be created for each occupant, so each occupant will be provided with a username and password. You may provide info for additional occupants in the space below .\*\***

| Additional Occupant | Age   | Relationship |
|---------------------|-------|--------------|
| _____               | _____ | _____        |
| _____               | _____ | _____        |
| _____               | _____ | _____        |
| _____               | _____ | _____        |



## APPLICANT'S RELEASE

Re: \_\_\_\_\_

Unit #: \_\_\_\_\_

The undersigned applicant(s) is (are) submitting an application to purchase/lease the above referenced unit.

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

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

\_\_\_\_\_  
Applicant's Signature

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

\_\_\_\_\_  
Co-Applicant's Signature

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

\_\_\_\_\_  
Guarantor's Signature (if applicable)

## **ACKNOWLEDGEMENT OF BUILDING POLICIES**

Building: \_\_\_\_\_

Unit #: \_\_\_\_\_

*Please initial each policy and sign the form below.*

**Tenant**      **Co-Tenant**      **Guarantor**      **Acknowledgement**

**Rules & Regulations:**

The Undersigned have received and read the House Rules for the above referenced building and understand that, as either a shareholder or as a subtenant, are bound by these House Rules and any subsequent revision thereto.

\_\_\_\_\_

**Damage Responsibility:**

The Undersigned, as either shareholder or subtenant, agree to accept responsibility for any damage incurred to the elevators and public areas during my / our move into / out of the above referenced building.

\_\_\_\_\_

**Move In / Move Out Policy:**

The Undersigned have received and read the Move In / Move Out Policy for the above referenced building and agree to, as either a shareholder or as a subtenant, follow the policy and pay all required fees and deposits.

\_\_\_\_\_

**Pet Policy:**

The Undersigned, as either a shareholder or a subtenant, have read and understand the Pet Policy for the above referenced building.

\_\_\_\_\_

\_\_\_\_\_  
 Applicant's Name

\_\_\_\_\_  
 Co-Applicant's Name

\_\_\_\_\_  
 Applicant's Signature

\_\_\_\_\_  
 Co-Applicant's Signature

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

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

***If Applicable:***

\_\_\_\_\_  
 Guarantor's Name

\_\_\_\_\_  
 Guarantor's Signature

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

**CORPORATION'S DESIGNATION OF OCCUPANT**

**Name of Corporation:** \_\_\_\_\_ **Unit #:** \_\_\_\_\_  
\_\_\_\_\_

**Name(s) of each individual designated to occupy unit (if children, include age(s)):**

|       |       |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

**Term of Occupancy:** \_\_\_\_\_

**Occupant's relationship  
to the Corporation:** \_\_\_\_\_

\_\_\_\_\_  
Name & Title of Authorized Officer

\_\_\_\_\_  
Signature of Authorized Officer

\_\_\_\_\_  
Date

## **SPECIAL INSTRUCTIONS REGARDING APPROVALS FOR SUBLEASES**

If you have a loan secured by the shares allocated to your apartment, you, the Cooperative Corporation, and the Lender executed a document commonly known as a Recognition Agreement. That agreement requires the Lender's consent for any subletting.

Attached is a form letter which you may use to request the Lender's approval to sublet your apartment. We recommend that you send the letter by certified mail, return receipt requested. Your sublet application will not be processed by this office unless you include an original letter from the Lender approving the sublet with your application package.

If you do not have a loan secured by your stock, please complete the certification below, have it notarized, and return it with your application.

---

### **CERTIFICATION**

The undersigned shareholder(s) hereby certify that the shares of stock and the proprietary lease for Apartment \_\_\_\_\_ in the building located at \_\_\_\_\_, are not currently pledged as security for any loan to the undersigned.

\_\_\_\_\_  
Shareholder Signature

\_\_\_\_\_  
Shareholder Signature

Dated: \_\_\_\_\_

Sworn to before me this \_\_\_\_\_ day if \_\_\_\_\_ 200\_

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

Certified Mail – Return Receipt Requested

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

To: Lender: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Re: Borrower: \_\_\_\_\_

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

\_\_\_\_\_

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

Loan #: \_\_\_\_\_

Dear Madam/Sir:

The undersigned is the borrower(s) of the above referenced loan which is secured by the shares of stock allocated to the above referenced apartment and an assignment if the proprietary lease for such apartment.

A recognition agreement was executed in connection with the loan which requires your consent to any subletting of the apartment, which consent may not be unreasonably withheld.

The undersigned desires to sublet the apartment, and hereby requests your consent thereto. This consent must be submitted to the Board of Directors of the Cooperative Corporation with the formal request for approval.

Please confirm your approval by forwarding a letter to the undersigned. A sample of a letter for this purpose is attached hereto.

Thank you in advance for your prompt attention to this matter.

Very truly yours,

\_\_\_\_\_

Borrower

Lender Letterhead

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

Name and address of Borrower

Re: Borrower: \_\_\_\_\_

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

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

Loan #: \_\_\_\_\_

Dear Shareholder:

We have received your letter requesting approval to sublet the above referenced apartment for which a loan secured by the shares of stock allocated to the above referenced apartment and an assignment of the proprietary lease for such apartment had been made by us.

Please be advised that your request is hereby approved.

Very truly yours,

\_\_\_\_\_

Name

Title



## IMPORTANT BUILDING DOCUMENTS TO REVIEW

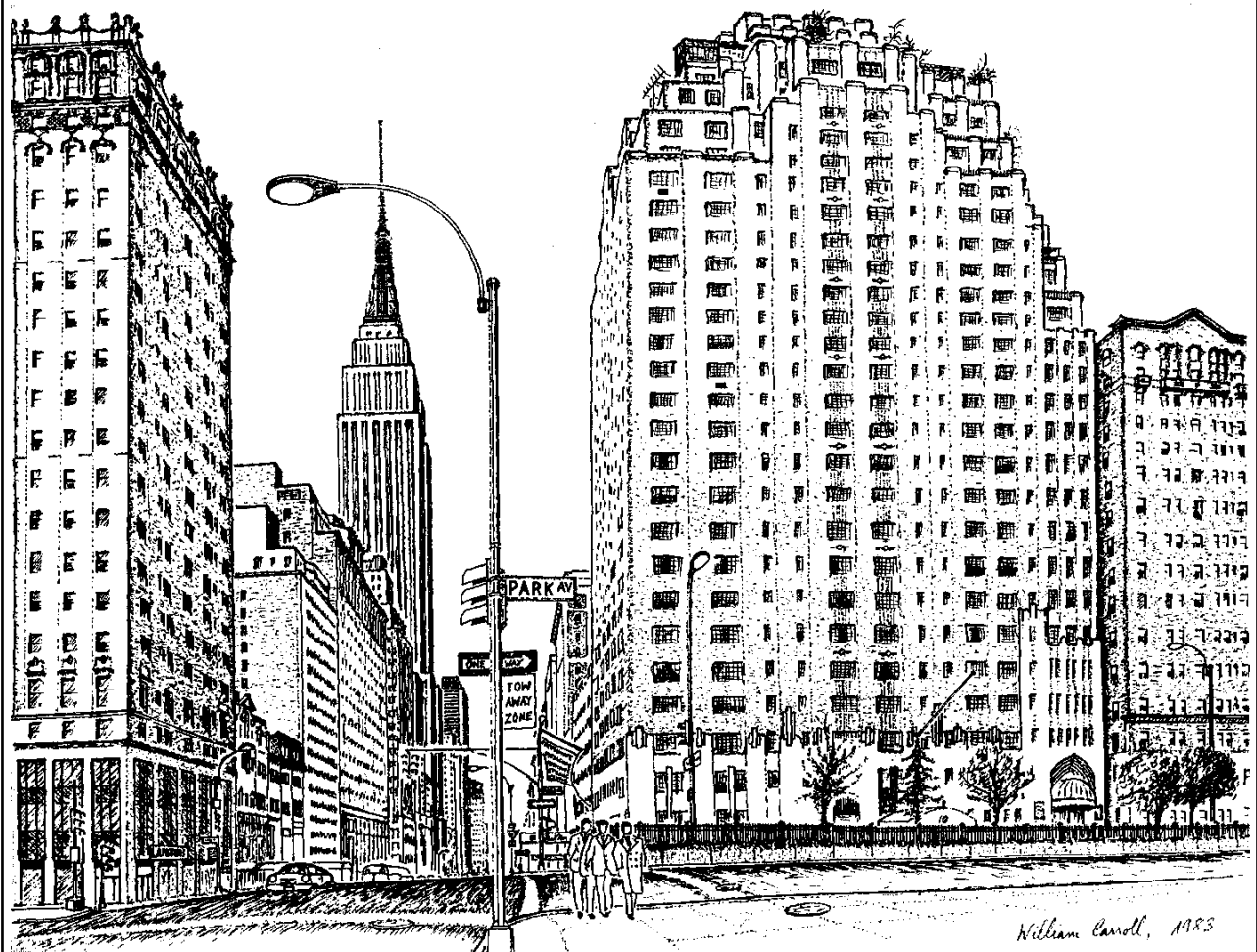
Please read these documents carefully before initialing and signing the "ACKNOWLEDGEMENT OF BUILDING POLICIES" document.

***Please keep these documents for your reference and do not submit them with your application.***

Documents contained herein:

- Building House Rules
- Lead Paint Safety Brochure

# TEN PARK AVENUE TENANTS' CORPORATION HANDBOOK



*A heartfelt thank you to Janet Casiano, Gerard Mryglot and Michele Risa  
who volunteered their time and effort to create this handbook.  
Thanks also to Bill Carroll for providing illustrations and historical data.*

*This handbook is solely for the use and information of Shareholders of Ten Park Avenue  
Tenants' Corporation. Every effort has been made to ensure that the information is accurate but  
the Corporation is not liable for any inaccuracies. It is not intended as a substitute for the  
Proprietary Lease, House Rules, and By Laws of the Corporation. Consult those documents, the  
Ten Park Board of Directors, and the Managing Agent for more complete information regarding  
all Ten Park Avenue Tenants' Corporation regulations.*

*Author's Note:*

This manual was created to assist each of us individually and to support us collectively. We hope it provides easy access to procedural information, answers to some questions, and where to find important resources . . . both inside and outside the building.

As there are 268 apartment units in the building, we each cannot act with complete freedom or without full consideration of the rights of others. Though rules have been established to protect the rights and privileges of all shareholders, you may find that a particular rule is onerous as it applies to you personally, and at other times you may wish that a particular rule were more stringent as it applies to your neighboring shareholder. Maintaining this balance is an on-going challenge.

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Ten Park Avenue under construction during the early 1930s. Photo taken from 34th Street looking west across Park Avenue.

Completed building facing northwest corner of 34th Street and Park Avenue.



## **I. HISTORICAL INFORMATION ABOUT TEN PARK AVENUE**

“TERRIFIC” is how the American Institute of Architects describes the aesthetic impact of Ten Park Avenue. In the 1978 edition of the A.I.A. Guide to New York City, the cooperative is compared to a “larger-than-life crystalline outcropping of some exotic mineral.” Indeed, golden-hued brick and multi-paned glass contribute to its prismatic quality; just imagine how the jewel-like building must have contrasted with the dark and gloomy armory on 34th Street and the monotonous brownstone rows on Park Avenue in years past.

Who put the sparkle into Ten Park? According to the New York Times, 16 tradesmen ... were singled out for “outstanding work in the construction of the 26-story apartment house.” At a formal ceremony held in the hotel in September 1931, they were awarded craftsmanship certificates and gold buttons by the New York Building Congress. The keynote address was given by Architect William H. MacMurray, representing his partners, Wallace K. Harrison (formerly an employee of McKim, Mead and White) and Harvey Wiley Corbett (subsequently a planner of the Century of Progress Exposition). Corbett, Harrison and MacMurray, the designers of Ten Park Avenue, concurrently worked on Rockefeller Center, where they established their reputation as modern builders.

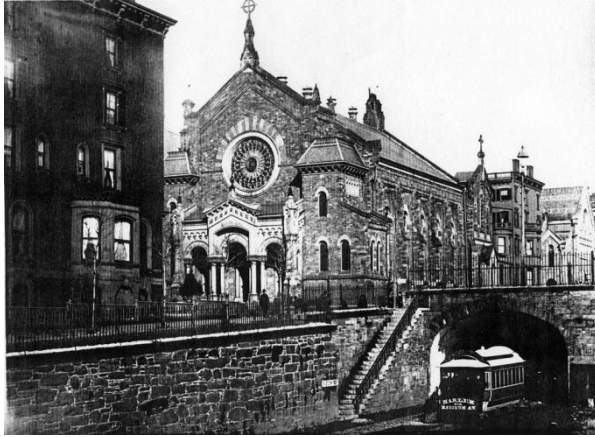
The architects' intent at Ten Park was to design a “skyscraper church,” a high-rise structure housing a place of worship. Some religious leaders rejected this untraditional building type, but Pastor John Haynes Holmes of the Community Church appropriated the plan to satisfy the material as well as spiritual needs of his congregation. The lease of the Ten Park parcel to a consortium for the erection of an interconnected hotel and cathedral in 1930 promised the Church multi-storied space for social-service activities, plus annual payments in the five-figure range.

Unfortunately, the long-term lease was short-lived. No sooner had the old church on the Ten Park site been demolished and the hotel portion of the skyscraper completed, when the consortium went bankrupt and the property was foreclosed. What was supposed to have been a temporary move to Temple Beth El assumed more permanent proportions after four years of litigation. “Only through the cooperation of a group of lawyers and real estate experts, combined with the friendly and helpful spirit of the mortgage holders” was the Park Avenue property restored to Pastor Holmes in 1937. Through the generous contribution of members of his congregation, a new church was constructed on 35th Street in 1940. Therefore, the ecclesiastical portion of the hotel was no longer needed and was subsequently converted to commercial space.

### *Church History*

The nineteenth-century edifice was called “one of the ornaments of the metropolis” when it was erected in 1866-68. The reddish-stone church was designed by Carl Pfeiffer, a German immigrant, who fashioned many fine homes in the Washington Heights district, as well as the Roosevelt Hospital and Asylum for Colored Children in New York. From his native land,

Pfeiffer brought a knowledge of Rhenish Gothic architecture, a medieval style recalled by the rose window and round arches of the Community Church.

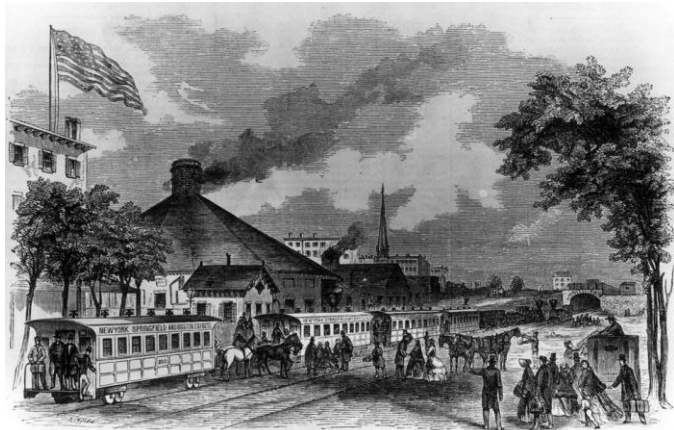


Beneath the cornerstone were copies of the Declaration of Independence, the Constitution of the United States and the Emancipation Proclamation, a piece of the Atlantic cable, a number of coins, medals, photographs and newspapers, and a brass plate, inscribed with a brief history of the Church, known then as the Church of the Messiah.

The cornerstone of the church had been laid at the close of the Civil War, which saw Murray Hill transformed from farmland into a fashionable suburb, convenient to but isolated from the downtown business district. Social status on the hill was highest near the mansions on Fifth Avenue, dropping off toward the east, where row houses gave way to carriage houses on Third Avenue. Because Murray Hill was attractive as well as accessible – by the Madison Avenue cable and Park Avenue rail lines – retailers threatened to overwhelm the area.

Before the First World War, however, the advancement of trade was checked by an injunction against the use of a 38th Street stable as a milk bottling and distributing plant. The Supreme Court of the County of New York ruled that structural change to the stable for business purposes constituted a violation of the Murray Hill Covenant.

The 19th century covenant that “runs with the land” guarantees the exclusive residential character of the former Murray estate, the area roughly bounded by Madison and Lexington Avenues, and 34th and 38th Streets. Written by the descendants of Robert and Mary Murray (a Revolutionary War heroine) to guard against “nuisances,” the Covenant outlaws any building that is not a dwelling, church, or stable of brick or stone, and of at least two stories. As a high-rise masonry residence that lends prestige to Murray Hill, Ten Park illustrates the wisdom of the Covenant.



Rev. John Haynes Holmes of the Community Church, who had overseen the building of the hotel, lived here until his death in 1964. His successor, Donald S. Harrington, occupied Apt. 26J until 1986, when he stepped down as state chairman of the Liberal Party.

### Cooperative Conversion

The Community Church began to consider selling its hotel in the early-to-mid 1960's. Rev. Harrington told *The New York Times* in December of 1973 that although the church had employed a professional agency to manage the hotel since 1937, the trustees had to oversee operations and often settle differences with tenants. "The church should not be in business," he said, which was quoted in the article, "Church's Hotel Going Co-op" and featured on the front page of the Sunday edition (shown in the photo montage on this page).

The cooperative corporation, which came into being in July of 1972, was announced in October of 1973. The plan allocated 82,640 shares among the 278 apartments, offering each at \$54 per share to permanent tenants and \$60 to outsiders; the amount was eventually adjusted to \$60 for everyone. The total asking price was just under \$9 million. *The New York Times* reported the respective positions of the tenants and of the church and noted that fewer than the 35% quota of occupants were interested in buying. Members of a tenants' association, which was organized to oppose the conversion, picketed boisterously in front of the hotel and the church building, attracting the attention of the media and of local politicians. They protested an "inflated" asking price,

"unrealistically low" maintenance charges, the warehousing of vacant apartments, and neglect of repairs. They succeeded in stalling the process for some time and the church lowered its price. By agreement between the attorneys for both sides, the plan was "taken outside the law," which meant, according to *The New York Times*, adding terms more favorable to the tenants, including a non-eviction plan for those not buying. On the closing date, May 21, 1974, the building and land was conveyed to the Ten Park Avenue Tenants' Corporation for \$7,057,072. It is now agreed by all sides that those who both willingly and unwillingly bought here in 1974 made a very profitable investment indeed.



### *Noteworthy Residents*

Longtime residents and staff of Ten Park remember a luxurious ambience in the days when the hotel was the elegant New York pied-à-terre of such celebrities as: 1926-28 world heavyweight boxing champion Gene Tunney (27D); radio and early television singing star Kate Smith (19D), whose theme songs were *When the Moon Comes Over the Mountain* and *God Bless America*; singer Giselle McKenzie (10K), who starred in the 1950s *Your Hit Parade*; Norman Cousins (27S), who was editor of the Saturday Review of Literature and author of *Anatomy of an Illness*; movie actress Miriam Hopkins; comedian George Jessel, known as “America’s Toastmaster General”; radio and early television comedienne Gertrude Berg (22K), who, as Molly Goldberg, starred in television’s first situation comedy series, *The Goldbergs*; and movie and early television actor Roscoe Karns (9C), who played a part in the movies, *It Happened One Night* and *His Girl Friday*, among others.

In addition, Ten Park was host to WWII radio news broadcaster Gabriel Heatter, whose opening line “there is good news tonight” became a catch phrase of the period; food editor Poppy Cannon, whose 1975 early-morning suicide leap from her A-line terrace in the rear of the building was perhaps the most sensational of several here. Marilyn Monroe, before her second marriage, stayed at Ten Park, usually incognito, at the apartment of her friend, Maria Leonardi. Actress Celeste Holm was a frequent guest of her close friend and fellow actress, Agnes Doyle, on the 5th floor.

Hotel Ten Park was also the home of Ida Cullen, widow of the black poet Countee Cullen of Harlem Renaissance distinction. The liberal priest Father George B. Ford, remembered as “the bane of Cardinal Spellman,” lived in 10E. Jimmy Carter was a guest of Charles A. Goldstein in 24E for a weekend during his first presidential campaign in 1976, tying up most of that floor with staff and security. In 1995, two consecutive episodes of the comedy series, “Seinfeld” were filmed in Mendy’s restaurant. Woody Allen’s movie, *The Curse of the Jade Scorpion* was filmed in an apartment on the 23rd floor in the fall of the year 2000.

In 2004, two episodes of the popular television series “Law and Order” were filmed on the premises.

## II. BOARD OF DIRECTORS

### A. Board of Directors

We are fortunate to have a number of residents at Ten Park who are willing to devote their time and services to help operate the building in a smooth and efficient manner. For this purpose we elect a Board of Directors and they, in turn, elect officers.

|                 |                                                                                       |
|-----------------|---------------------------------------------------------------------------------------|
| President:      | Philip Greenberg                                                                      |
| Vice President: | Richard Lorenti                                                                       |
| Treasurer:      | Tim Greene                                                                            |
| Secretary:      | Michael Stallmeyer                                                                    |
| Directors:      | Jacqueline Gaillard, Dorcas Roehrs-Friedberg, Al Bradshaw,<br>Lisa Gamsu, David Davis |

### B. Board Committees

Several committees have been formed under the aegis of the Board of Directors. The following are the committees, their members and a brief description of their functions:

#### Capital Projects:

*Oversees estimates, bidding process and selection of contractors and/or engineers; monitors projects through completion.*

Richard Lorenti, Dorcas Roehrs-Friedberg, Lisa Gamsu, David Davis, Tim Greene, Al Bradshaw

#### Commercial Space:

*Negotiates leases and addresses all issues relating to the commercial tenants.*

Philip Greenberg, Tim Greene, Al Bradshaw

#### Finance:

*Reviews and monitors financial budget and accounting; oversees all invoices; manages the reserve fund, generates cost savings ideas.*

Tim Greene, Richard Lorenti, Al Bradshaw

#### Tenant Selection:

*Reviews and evaluates applications for resale and sublet; interviews applicants.*

All Board Members

### C. Board Meeting

The Board meets every second Tuesday of every month. The agenda includes: approval of minutes of the last Board meeting, reports from all committees, report from the Managing Agent, and any new or old business not addressed in the prior reports.

### III. ELECTION PROCEDURES FOR BOARD OF DIRECTORS

There are nine members of the Board. Board Directors are elected at the annual meeting of shareholders held each year in May and serve for a term of three years. Every year three of the nine seats are up for election.

Some time before the annual meeting, the nominating committee sends a letter to the shareholders, requesting applications for any open Board Director positions. After reviewing the qualifications of the candidates, a slate of nominees is submitted to the shareholders. Candidates for the Board of Directors may also be nominated "from the floor" at the annual meeting. Shareholders receive a ballot on which to cast their votes. The number of votes you have is the product of the number of shares that you own, times the number of vacancies on the Board (*i.e.*, number of shares (200) x number of vacancies (3); = 600 total available votes). You may cast all your votes for one candidate or split your votes among several candidates. But the total votes cast may not exceed the total votes available.

Shareholders who are unable to be present are given a proxy statement before the meeting, with which they can cast their ballots. The ballots are counted and verified by an appointed Inspector of Elections. The results are announced.

When you vote by proxy, there are three steps.

1. Multiply your number of shares by the number of directors to be elected (*i.e.*, 200 shares x 3 candidates = 600 votes). You may allocate this total number to as few or as many candidates as you wish (*i.e.*, Candidate #1 = 250, Candidate #2 = 0; Candidate #3 = 350).
2. If you plan to attend the Annual Meeting, simply bring your ballot with you. If you do not plan to attend, choose a person to deliver your proxy/ballot or give it to a member of the proxy committee made up of board directors.
3. By allocating your shares as noted in step 1 above, your votes will be counted exactly as you have indicated. If you do not allocate your shares, the person, or proxy committee, to whom you entrust your proxy, will decide how your votes will be cast. Therefore, by indicating on your proxy/ballot the number of votes designated per candidate, you guarantee that your preferences will be carried out.

If, however, you decide to attend the Annual Meeting and have already submitted your proxy, your ballot at the Annual Meeting will supercede your proxy.

The officers of the Board are elected by the Board of Directors shortly after the annual meeting. A more detailed description of the rules governing eligibility criteria, and regulations governing the election of Board Directors is contained in your Ten Park Avenue Proprietary Lease.

## **IV. EMPLOYEES**

### **A. Managing Agent**

The Managing Agent: Mr. Andrew Leight  
AKAM Associates Inc.  
260 Madison Avenue – 12<sup>th</sup> Floor  
New York, NY 10016  
aleight@akam.com  
212-986-0001 (office), 212-986-0002 (fax)

If Mr. Leight cannot be reached the alternate contact is Brittany Schwartz.

Responsibilities: collects monthly maintenance and other fees, coordinates selling and sublet packages, manages staff, and oversees all building operations.

### **B. Resident Manager**

The Resident Manager for Ten Park Avenue is Mr. Hung Nguyen. His office is located in the lobby and he can be reached at (212) 689-6200. His business hours are 8:00 a.m. to 5:00 p.m. Monday through Friday.

The Resident Manager and the staff of the building enforce the policies of the Board of Directors. The Resident Manager is responsible for supervision of the building staff, repairs and maintenance of the building.

### **C. Staff**

Our excellent staff of uniformed doormen, deskmen, and maintenance personnel is part of the reason that Ten Park Avenue is such a pleasant place to live. Many of the staff members have had many years of service in the building and are justly proud of their accomplishments. Each year, a list of the staff members who have served us during the previous year is distributed to the shareholders. See Appendix B for the listing for the current year. Each year, as you receive a new listing, you may update the copy within this manual.

### **D. Chain of Command**

The chain of command in the building is as follows:

1. Board of Directors
2. Managing Agent
3. Resident Manager

It goes without saying that, because there are currently 268 apartments in this building, there would be a great deal of disorganization and confusion if individual shareholders attempted

to instruct, reprimand or correct individual employees. It is essential for proper operation, therefore, to follow the chain of command.

If you have a question, complaint or maintenance problem, you should address the matter through our online concierge system, Building Link (<http://tenparkaveresidents.com>). The Resident Manager will take appropriate action or delegate the task to the proper member of the building staff. If necessary, the Resident Manager will refer the matter upward to the Managing Agent, who, in turn, may refer the matter to the Board of Directors.

Our online concierge system Building Link can be used for the below purposes:

- Requesting building repairs including steam, plumbing, elevators, etc.
- Reporting problems or asking questions about the building and building procedures
- Notification of mail or deliveries
- Leaving guest lists for parties
- Submitting guest access notification (visitor authorization if tenant is away)
- Submitting domestic employee access notification
- Leaving messages for the Resident Manager

Contact our Managing Agent via phone at (212) 986-0001 or the emails below:

Sublets and sale application packages: Michal Gatenio ([mgatenio@akam.com](mailto:mgatenio@akam.com))

Renovation plans: Andy Leight ([aleight@akam.com](mailto:aleight@akam.com))

Applications for Storage Bins or Bike Room: Brittany Schwartz

([bschwartz@akam.com](mailto:bschwartz@akam.com))

## **E. Gratuities**

There is no general fund collection of gratuities for the employees on the building staff. Tenants determine the appropriate tip based on their values and criteria. While continuous tipping is at your discretion, you should feel free to recognize conscientious service. In December, a list of all employees is distributed showing their full names, position and length of service. This information is to assist residents in addressing their holiday cards and determining the gratuity, if desired. Please note: the Board does provide a nominal year-end bonus for all employees. A copy of the most recent staff list and their photographs is included at Appendix B.

## V. COMMUNICATION

An open flow of communication can help improve not only building operations but also the quality of life of all residents.

### A. Shareholder Communications and Building Link

The Corporation uses email to distribute notices, policies and other regular communications. Additionally, Corporation documents such as the proprietary lease and this handbook are available to shareholders online. Electronic communications are managed with the Building Link system. Building Link maintains a profile for each shareholder containing his/her contact information, including emergency contact information. It is the shareholder's responsibility to ensure that his/her contact information is up to date. Shareholders can access their Building Link profiles at <http://tenparkaveresidents.com>. Additionally, most shareholder requests can be addressed using Building Link (see the Building Link Concierge section). As noted in this document, there are certain actions that require the shareholder to contact Managing Agent staff directly (e.g. requesting an alteration package).

**Corporation applications, policies, procedures and financials are maintained in the Building Link library. Please contact the Managing Agent to make suggestions for documents to be added to the library.**

Building Link has an online help function, however, you may also contact the managing agent for help.

Notices are also posted in the lobby.

### B. Annual & Informal Shareholder Meetings

The Corporation holds an annual meeting each year. At the Annual Meeting the President of the Board and Chairs of Board Committees highlight the year's major actions and activities, review financial statements and the shareholders elect new Directors to the Board. It also provides a forum for shareholders to voice points of view, ideas, and solutions to problems.

Notices of the annual meeting are sent to all shareholders 15 to 30 days in advance by the Managing Agent. Annual meetings are usually held in the Community Church Auditorium, at 40 East 35th Street.

A special meeting of shareholders may be called during the year, to discuss matters that may be of importance. For example: current and future projects, financial updates, and quality of life issues.

Informal shareholder's meetings are usually held in the building lobby.

## **VI. SHAREHOLDER RESPONSIBILITIES**

### **A. Maintenance Charges**

Our Managing Agent provides a paperless statement and online payment option. Should you wish to use this option please goto [URL] or contact the Managing Agent. This is the preferred payment method that facilitates the most efficient method for the Corporation to receive necessary funds to covershareholders monthly expenses.

Shareholders who are not enrolled in the online process receive a paper bill usually two or three days before the end of the month. The maintenance charges should be enclosed in the envelope provided and mailed back promptly. If you prefer, the front desk will accept payment and forward it to the Managing Agent.

Because this is a cooperative building, we are especially dependent upon prompt payment of the maintenance charges due on the first of every month. Though the Corporation can take legal action at any time, we understand that financial difficulties arise and so usually take the following incremental steps over several months:

1. If payment is not received by the 10th of the month, currently a \$25.00 late fee is assessed and will appear on your next month's statement.
2. If payment is not received by the 10th of the following month, another \$25.00 late fee is assessed.
3. By the 10th of the third month, or after 60 days, if payment is not received, a third late fee is assessed and a notification of arrears is sent to you and your mortgage company.
4. Finally, if payment is not received by the 10th of the fourth month, or after 90 days, a fourth late fee is assessed, a second notice is sent to you and your mortgage company, and the notice may be given to an attorney to terminate your lease and commence legal proceedings.
5. Additional Interest. At the discretion of the board, late payments are also subject to an interest charge at the highest rate allowable under the law.

If the Corporation does not have sufficient funds, we cannot pay our mortgage, tax bills, and other expenses on time. This can subject the Corporation to late fees and bank penalty charges. We therefore ask your complete cooperation in paying these bills when due. If you will not be in town on the first of any month, please leave your check for the next month's maintenance at the desk or prepay that month via the electronic payment system. It will be deposited when it is due and payable.

## **B. Sublet Policy**

Shareholders that have occupied the apartment for at least one year are permitted to make an application to sublet their apartment within the limitations set forth in the Proprietary Lease, par. 15 (rev.). Sublets are for a minimum of six months and a maximum of one year in duration and require completion of a Sublet Application, a properly executed sublease form and the approval in advance of the Board of Directors. The Tenant Selection Committee will also conduct a personal interview of the prospective sublessee. These safeguards are necessary to ensure that all residents whether shareholder or sublessee will uphold their financial obligations and conduct themselves as “good neighbors.”

Currently, our Managing Agent charges a one-time \$400 processing fee to be paid by the sublessee and forwarded along with the necessary application forms. The Corporation assesses \$1.20 per share monthly which is due each month with the maintenance payment. There is a \$150.00 per year administrative fee paid to the Managing Agent upon a renewal of a current sublet.

## **C. Guest Policy**

All shareholders who intend to have a guest use their apartments *for any period of time* must first enter the guest request through our online concierge system Building Link. The request will be reviewed and approved by Management through the Building Link system. Prior arrangements should be made between you and your guest regarding keys. For your convenience, a copy of the form can be found in Appendix B.

The reasons for strict enforcement of the guest provision of the Proprietary Lease are twofold:

1. Security. This consideration is first and foremost. If the building staff cannot keep track of guests, it will be extremely difficult to ensure the security of all residents.
2. Ten Park Avenue is no longer a hotel and the indiscriminate use of the building to house business associates and other transient guests of an absentee shareholder is unfair to those residents for whom it is a permanent home.

Please do not ask the building staff to circumvent these rules, as it may jeopardize their employment.

Note: Certain family members might not be considered “guests” for these purposes; please consult your Proprietary Lease. In these cases, verification may be required.

## **D. Floor Covering**

The floors of each apartment must be covered with rugs, carpeting or equally effective noise-reducing material to the extent of at least 80% of the floor area of each room except kitchen, bathroom, closets and foyer.

### **E. Noise**

Entertaining or other noise-making conditions such as television, radio or music can be annoying when the volume is excessively loud. The Corporation has, therefore, established guidelines for the comfort of all tenants. Between the hours of 11:00 p.m. and 8:00 a.m., please do not excessively raise the volume on electronic devices and ask your guests to refrain from unreasonable noise. Repairs, construction or other unavoidable loud noises are permitted weekdays only between 9:00 a.m. and 5:00 p.m., excluding holidays

### **F. Apartment Alteration Policy**

Whenever a Shareholder contemplates alterations, detailed plans and specifications must be submitted for approval prior to any work being performed. Alteration plans will be reviewed by the building's architect and/or engineer. Contact the Managing Agent to obtain information on requirements and procedures.

These requirements are similar to those required by the vast majority of cooperative buildings in the city. They prescribe, among other things, the hours during which the work may be done, the limitation on the amount of noise that may be created, the delivery of materials, the removal of debris, and so forth.

The proposed improvements must not detract from the value of the apartment or the building or interfere with the building's mechanical systems. All alterations should be carried out in a proper and workmanlike manner. Proposed alterations must conform to all New York City Department of Building requirements, as well as all other agencies having jurisdiction over the proposed work. The cost of the building architect/engineer review services are the responsibility of the apartment owner. If plumbing piping is altered, installation of new supply, waste, and vent branch piping is required.

### **G. Dishwashers & Washing Machines**

Dishwashers are permitted and shall be placed over the kitchen's waterproofing membrane extending throughout the entire kitchen or above a water-proof pan capable of containing the volume of water held by the dishwasher. The circuit must be GFCI. The dishwasher must be Energy Star qualified. Shareholders wishing to install a dishwasher are required to execute an alteration agreement and submit the agreement to Management for review and approval by the building engineer and Board of Directors. Dishwasher installations require a Department of Buildings permit.

(see:[http://www.energystar.gov/index.cfm?c=dishwash.pr\\_crit\\_dishwashers](http://www.energystar.gov/index.cfm?c=dishwash.pr_crit_dishwashers))

New installations of washing machines are not permitted.

## **H. Air Conditioning Units**

Air conditioning units that face North and West (35th Street and Madison Avenue) may project out of the windows provided these air conditioners are securely affixed to the window and/or the building, at the tenant's expense.

Those that face the East and South sides of the building (Park Avenue and 34th Street) can rest against the inside of the metal window frame, but not go through it. In the alternative, the air conditioning units can be placed through the brickwork beneath the window, as long as the unit does not extend beyond the masonry lines. So called "through-the-wall" units require approval by the Board of Directors and certain conditions, such as the necessity to cut decorative brickwork/stone, may result in denial. Installations must conform to the specification approved by the building engineer and require filing with the Department of Buildings. Additionally, there is a color requirement for the exterior grilles; contact Managing Agent for specification.

As required by law, each air conditioner (existing or new) must have a separate electrical circuit installed extending back to the apartment fuse panel and this work must be done by an approved electrical contractor, with certificate of approval delivered to the Board of Directors. All information and required procedures can be obtained from the Managing Agent.

## **I. Terrace Apartments**

Some of the apartments on the upper floors have setback terraces. These shareholders must keep the drains free of dirt and lint. If the drains are clogged and it rains, water can overflow and run onto the floors of the terraced apartment as well as cause damage to apartments below. Proper maintenance of plants and leaf droppings will also keep the drains clear. Do not place any carpets, mats, tiles, or decking of any sort on the terrace that may impede the flow of water to the drain. A copy of the terrace planting/planter guidelines is at the end of this handbook.

Please report any backups that occur in heavy rainstorms to the Resident Manager so the drains can be properly snaked out. Because water damage is potentially a major problem affecting the entire building, management conducts a regular inspection of these drains to ensure that they remain free and unclogged.

Please be aware that barbecue grills are a fire hazard and are not allowed.

Please see Appendix D. Terrace Planting/Planter Guidelines for information on allowable plant materials on terraces.

## **J. Safety Precautions**

*Fire Safety:* Ten Park Avenue is a "non-combustible" or "fireproof" building. This means that the structural components of the building are made of materials that do not burn or

are resistant to fire and therefore will not contribute to the spread of a fire. In such a building, a fire is more likely to be contained in the apartment or space in which it starts and less likely to spread inside the building walls to other apartments or floors. **THIS DOES NOT MEAN THAT THE BUILDING IS IMMUNE TO FIRE.** All of the contents of each apartment and the building may catch on fire and generate flame, heat and large amounts of smoke, which can travel throughout the building. Be sure to read the Fire Safety Plan for the building distributed annually on or before January 31st and be aware of the location of the stairway exit nearest your apartment.

In the event of a fire that is located other than in your apartment, the Fire Department recommends that you remain in your apartment with the door closed. All of the hallways in Ten Park Avenue are equipped with emergency battery back-up light fixtures, should there be a loss of power in the building.

If you smell smoke or need to report a fire, leave the fire area and CALL 911. Then notify the front desk in the lobby by calling 689-6200.

*Fire Safety Notice:* City of New York law requires the distribution of self-adhesive Fire Safety Notices containing information specific to our type of building. Pursuant to the law, this notice must be placed on the interior side of your front door. This notice has been provided to each apartment. See Appendix C for a copy. If your notice is missing or damaged, you may request another one from our Managing Agent.

*Smoke Alarm:* Under New York City law, every apartment unit must have at least one operating smoke detector in a central location within the apartment. However, the smoke alarm should not be placed in your kitchen. If the smoke alarm is working properly, a chirping sound will signal when the battery is low and needs to be changed. Replace the batteries in the spring and fall when you move your clocks forward or back an hour. Each smoke detector should be replaced at least once every ten years.

*Carbon Monoxide Detector:* New York City law now mandates the installation in all residential units a carbon monoxide (CO) detector. This unit must be placed within 15 feet of any room used for sleeping. A battery operated, plug-in, or hardwired type may be installed.

*Window Guards:* All apartments receive a window guard notice on an annual basis. All residents must sign a statement regarding the window guards in their apartment whether or not there are children 10 years of age or younger living in the apartment. This is a requirement of New York City law. If children 10 years of age or younger live in the apartment, the shareholder is responsible for installing window guards.????

### **K. Preventive Measures**

To avoid potential robberies, please report any suspicious behavior to the front desk. Ensure the stairwell gates close behind you. Please have all your guests announced and do not ask the front desk to by-pass this important procedure.

### **L. Emergency Access to Apartments**

The Propriety Lease stipulates that each resident must provide a full set of keys to the Resident Manager for use in the event of an emergency. Keys to all apartments are kept in a secure cabinet under the supervision of the Resident Manager. Please make sure that the Resident Manager has a full set of keys for any locks that you have installed on your apartment door.

This requirement is a serious obligation, which can help prevent unnecessary damage to the building and the personal property of your neighbors (for example, during a plumbing emergency). Please note that shareholders who do not provide keys will be held financially liable for any and all damage resulting from lack of access to their apartments.

These keys are for emergency use by the Resident Manager only, and are not for use by domestic employees or visitors.

It is not advisable that you leave apartment keys in your mailbox at any time. Please take the time to ensure the security of your apartment by making other arrangements to give your keys to your employees and guests.

### **M. Window Cleaning**

If you wish to contract for window-washing services, the Managing Agent can supply you with names of insured, competent firms. However, neither the Managing Agent nor the Corporation is responsible for the quality or cost of the work. All agreements are made and paid by the Shareholder.

### **N. Outside Doors**

Any hardware impacting the hallway facing side of doors must be submitted to the Board for approval prior to installation. This includes, but is not limited to handles, locks, doorbells and peepholes. In general, no decorations or adornments are permitted on the hallway facing side of apartment doors or frames (special circumstance requests may be submitted to the Board). Additionally, doormats are not allowed in the hallways.

### **O. Stairwell Storage**

Please remember that nothing is to be stored in the stairwells, *even temporarily*. It is a fire hazard. The stairs are for emergency situations and must be free of obstructions at all times. This is a very serious life safety issue for our building.

### **P. Pet Policy**

Dogs are not permitted in the passenger elevators when the service elevators are in operation. They are not allowed in any of the public portions of the building unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies, or on the sidewalk or street adjacent to the building.

Staff members and residents monitor this policy. Please help us to maintain the integrity of the elevators and hallways by honoring this policy.

### **Q. Mail and Packages**

Please pick up all packages promptly each day from the lobby. If you expect to be away for an extended period of time, please report this on the Building Link system and staff will be informed hold your mail until your return. Do not consider the dry cleaning room as a storage area.

You are advised against using the mail chutes on each floor. Letters tend to get stuck and it is not guaranteed that they will reach the mailbox in the lobby.

### **R. Building Link Concierge System**

Ten Park Avenue Tenants' Corp. has subscribed to the Building Link system. This is an online concierge system that manages all aspects of shareholders interactions with the building such as

1. **Requesting building repairs including steam, plumbing, elevators, etc.**
2. **Reporting problems or asking questions about the building and building procedures**
3. **Notification of mail and deliveries**
4. **Leaving guest lists for parties**
5. **Submitting guest access notification (visitor authorization if tenant is away)**
6. **Submitting domestic employee access notification**
7. **Leaving messages for the Resident Manager**

Building Link makes every facet of building life easier, more practical and more transparent. A profile is created for all shareholders, however, it is the shareholders responsibility to ensure his/her information is current. Shareholders can access their Building Link profiles at <http://tenparkaveresidents.com>.

### **S. Resale Procedures**

In the event you choose to sell your apartment, here is the procedure.

1. Obtain applications and a listing of required information from our Managing Agent.
2. Return the completed package to our Managing Agent.
3. The Managing Agent distributes the package to every member of the Board.
4. The Managing Agent schedules an interview between the buyer and the Tenant Selection Committee.
5. The entire Board votes to approve/disapprove the prospective shareholder. This usually occurs at monthly Board meetings (scheduled on the second Tuesday of every month) if not sooner.
6. The Managing Agent contacts the Shareholder and informs them of the Board's decision.

There is a one-time \$350.00 application processing fee payable to the Managing Agent by the prospective purchaser.

### **T. Refinance Procedures/Sales/Open Houses**

In the event you decide to refinance the mortgage on your apartment or apply to your bank for a Line of Credit, contact the Managing Agent for the board requirements. A one-time application processing fee in the amount of \$300.00 is payable to the Managing Agent.

If you wish to have your broker conduct Open Houses, they are only permissible on Sundays from 12 noon to 4 pm. Each prospective customer must be accompanied to the apartment.

## **VII. FRONT DOOR PROCEDURES**

### **A. Guest Announcement**

All guests must be announced by building staff before they are admitted into the building. This is to ensure the safety of everyone. If you are planning a group gathering, to facilitate the process, please give a list to the front desk indicating the names of your expected guests.

### **B. Delivery Policy**

Persons delivering food or packages are escorted at all times. After you have been informed by phone that a delivery person is on the way, he will be taken up in the service elevator. The elevator operator will wait for the delivery person to visit your apartment and then will escort him back to the lobby. Please be ready to receive him, to minimize the time our staff members have to wait.

Furniture deliveries are only permitted Monday through Friday between the hours of 9:00 a. m. and 5:00 p. m. Prior notification of the Resident Manager is required. All such deliveries are to be made through the freight delivery entrance located on 34th Street. There is a small elevator which brings the delivery down to the basement level to access the service elevator.

Please do not ask the building staff to circumvent these rules, as it may jeopardize their employment.

### **C. Domestic Employees**

Tenants are responsible for the actions of their domestic employees. Be sure that your domestic employees are familiar with proper trash-sorting procedures and are available to claim laundry promptly upon completion of wash or dry cycles.

If you employ domestic help or give anyone access to your apartment (caregiver, nurse, dog walker, etc.) you should give staff instructions for access to the unit via Building Link.

## **VIII. SERVICE ELEVATORS**

### **A. Hours**

There are two passenger elevators, which are automatic, and two service elevators, which are manually operated.

The hours for the service elevators are:

**Monday – Friday: 8:00 a. m. - 10:00 p.m.**

**Saturday & Sunday: 8:00 a.m. - 9:00 p.m.**

The service elevators are to be used for pets, the building's luggage cart, bicycles, furniture, large amounts of groceries, workmen, all deliveries (including food deliveries), any large objects, and access to the basement.

If you wish to use the service elevator to move large pieces of furniture in or out of the building, please contact the Resident Manager to make the necessary arrangements. All large deliveries are to come through the freight entrance on 34th street.

### **B. Move-in and Move-out Policy**

The general move-in/move-out policy is as follows:

1. All moves must be approved by the Managing Agent and scheduled in advance.
2. All residents moving in and out of the building must submit a \$500 security deposit and a certificate of insurance from the moving company to the Managing Agent in advance of the move.

3. All moves must take place Monday to Friday 9:00 a. m. to 5:00 p. m. Moves are not permitted on weekends, holidays, or after hours.

## **IX. GARBAGE ROOMS**

### **A. Recycling Information for Tenants, Guests and Domestic Employees**

Raw household garbage must be separated from all other trash and placed into the compactor chute. Please do not leave your garbage bags on the floor as it creates an unsanitary condition. Cat litter, however, is an exception and should be left on the floor in a tightly sealed garbage bag.

Glass, plastic, aluminum, wire hangers, and metal cans are to be separated from all other garbage and placed into the container so marked in the garbage room on your floor.

Newspapers, magazines and corrugated boxes should also to be placed into the marked container provided in the garbage room on your floor.

*Please ensure that your domestic employees, relatives, and guests are aware of these rules.*

**See Appendix E for NYC Recycling Guidelines**

### **B. Cat Litter**

To avoid creating unpleasant odors in the basement and lobby, cat litter is not to be put down the compactor chute. It is to be securely tied in a plastic bag and left on the floor of the garbage room.

### **C. Disposal of Large Items**

When discarding large objects such as air conditioners, rugs, appliances, furniture, etc., speak with the Resident Manager to make special arrangements.

## **X. EXTERMINATING SERVICES**

An exterminator comes to the building twice every month. Please inform the Resident Manager if you would like to be added to the extermination schedule. The product used has no smell, is safe for hospital use, children and pets.

## **XI. BASEMENT FACILITIES**

### **A. Laundry Room**

The laundry room is open 24 hours a day. Currently we have 10 washing machines and 10 dryers, located in the laundry room in the basement. You are asked to remove your clothing from all machines promptly at the end of the cycle so that others may use them. If you are not

available to remove your clothing, other tenants may place your clothes on the tables or in a cart which should not be removed from the room under any circumstances.

For efficient operation of the washing machines, please follow instructions posted on the machines.

For best operation of the dryers, be sure to empty the lint filter before operating each machine. Snugly close the lint filter to ensure that the dryer will start.

If no one else is using the room, please turn off the light when you leave the laundry room.

### **B. Bike Room**

Bicycles, scooters or similar vehicles are not allowed in the passenger elevator. Baby carriages and the above-mentioned vehicles should not be left unattended in public areas.

The building has a storage room available for bicycles. It is located in the basement, to the right as you enter the laundry room, and can accommodate 27 bicycles. Storage costs \$50 per year. Application can be made through the office of the Managing Agent.

### **C. Storage Bins**

The building has approximately 65 storage bins in the basement, which are available only to *resident* shareholders living at Ten Park. To rent a bin, a shareholder must be in good standing at all times (*i.e.*, maintenance charge payments must be up to date). There is a limit of one storage bin per shareholder apartment unit. The yearly charge is \$500, to be paid in full with the January maintenance charge.

If a shareholder sublets his or her apartment, the storage bin may be retained through the completion of the billing cycle (January 1st – December 31st). If the shareholder sells his or her apartment, the annual storage bin fee will not be refunded nor is the storage bin transferable. The storage bin must be vacated and keys returned to the Resident Manager.

Items must be placed inside the storage bin. Nothing may be stored on top of the bin. All items are placed in the bin at the shareholder's own risk. If desired, the shareholder may obtain a homeowner's insurance policy. In addition, the shareholder assumes full responsibility for any and all damage to the storage bin.

You will be given a key to the storage bin that you are renting. Only if you lose your key, or in an emergency, should you contact the Resident Manager, who has a master key. Please understand that such assistance is subject to the Resident Manager's availability during business hours. However, all replacement keys will be at the shareholder's expense.

Requests for storage bins must be made to the Managing Agent. Verbal requests will not be accepted. The waiting list will be maintained in the order of the date of the request.

If no one else is using the room, be sure to turn off the lights when leaving the storage bin rooms.

## **XII. ROOF FACILITIES**

One of the many nice features of Ten Park is the roof deck. To get to the roof deck, take the elevator to the 27th floor, turn left, proceed to the far end of the hall, and walk up one flight.

There are several chaise lounges for sunbathing enthusiasts. There is also a canopy providing a shaded area with tables and chairs. The roof has also been landscaped with planters and shrubbery pots.

Residents are asked not to use the flower pots on the roof for trash disposal purposes. Parties and alcoholic beverages are not allowed on the roof deck. All trash is to be put into the appropriate receptacles

**Nothing is to be thrown off of the roof as this creates a significant safety hazard to shareholders and pedestrians below.**

### **A. Cigarettes**

Smoking is prohibited on the roof deck.

### **B. Fourth of July**

In order for more tenants to enjoy the fireworks, only Ten Park Residents and one guest are allowed on the roof. To create more space for everyone, all food and furniture that you've brought up must be removed by 8:00 p.m. on July 4th.

**See Appendix F for Roof Deck Rules**

## **XIII. INSURANCE**

Ten Park is insured under a "special multi-peril" policy covering the following risks: fire, windstorm, explosion, limited water damage and other related hazards. The contents of the apartments, which are the property of the individual apartment shareholders, are not insured under the Corporation's policies.

Every apartment owner should maintain ample coverage for his/her personal property, including furniture, furnishings, clothing, improvements, decorating costs, from all hazards and personal liability insurance. A so-called "homeowner-tenants" form of policy is recommended for insurance against such damage from fire, theft and personal liability and, particularly, against water damage. (The Corporation carries a special form of legal liability insurance in a limited amount covering water damage to corporate property only, but each apartment owner should insure for this separately.) Since most policies contain a limit applicable to improvements, your requirements should be carefully reviewed.

#### **XIV. COMMERCIAL TENANTS**

We are fortunate to have a number of fine commercial tenants at Ten Park. By patronizing these tenants, we are helping ourselves and the Corporation financially.

*Austin's Café*

*Franchia*

*Mendy's*

On the 2nd floor there are the following offices:

Philip Greenberg Esq. – 2A, Mark Evces and Danielle Kaplan – 2D, C. Madden

Productions – 2E; Dr. Katerina Kouroupas – 2F; Alis Yeterian – 2H

## **Appendix A: Floor Plan**

# PLAN OF 2nd to 22nd FLOORS

See Supplementary Plans Showing Variations in Apartment Layout

APARTMENT L  
(4 L to 17 L Incl.)  
3 Rooms  
5 Closets  
Gallery  
Foyer  
Wall Bed

| KEY TO SYMBOLS |               |      |                   |
|----------------|---------------|------|-------------------|
| R.             | —Range        | MD.  | —Mirror Door      |
| Ref.           | —Refrigerator | M.   | —Mantel           |
| S.             | —Sink         | CAB. | —Cabinet          |
| T.             | —Tub          | PR.  | —Package Receiver |
| BC.            | —Broom Closet | UC.  | —Utility Cabinet  |

Window from 8th Floor up 7th up Window from 8th Floor up

Wrought Iron Railing

North

This Window omitted on 7th Floor

This Window 8' 6" wide on 7th Floor

APARTMENT A  
(2 A to 21 A Incl.)  
3 Rooms  
4 Closets  
Gallery

APARTMENT B  
(2 B to 21 B Incl.)  
2 Rooms  
Foyer  
Dressing Room  
3 Closets  
2 Wall Beds

APARTMENT C  
(2 C to 22 C Incl.)  
2 Rooms  
Gallery  
Dressing Room  
2 Closets

APARTMENT S  
(2 S to 18 S Incl.)  
2 Rooms  
Foyer  
Dressing Room  
2 Closets  
Wall Bed

APARTMENT R  
(3 R to 17 R Incl.)  
2 Rooms  
Gallery  
Dressing Room  
3 Closets  
2 Wall Beds

APARTMENT K  
(7 K to 20 K Incl.)  
3 Rooms  
Foyer  
Dining Alcove  
Dressing Room  
4 Closets  
Wall Bed

APARTMENT J  
(3 J to 16 J Incl.)  
3 Rooms  
Foyer  
Dining Alcove  
4 Closets

APARTMENT D  
(2 D to 22 D Incl.)  
3 Rooms  
Gallery  
Foyer  
4 Closets  
Electric Fire Place

APARTMENT E  
(3 E to 22 E Incl.)  
2 Rooms  
Gallery  
Dressing Room  
2 Closets  
2 Wall Beds

APARTMENT F  
(3 F to 22 F Incl.)  
2 Rooms  
Gallery  
Dressing Room  
2 Closets  
Wall Bed

APARTMENT G  
(3 G to 22 G Incl.)  
2 Rooms  
Gallery  
Dressing Room  
2 Closets  
Wall Bed

APARTMENT H  
(3 H to 18 H Incl.)  
2 Rooms  
Gallery  
Dressing Room  
2 Closets  
2 Wall Beds

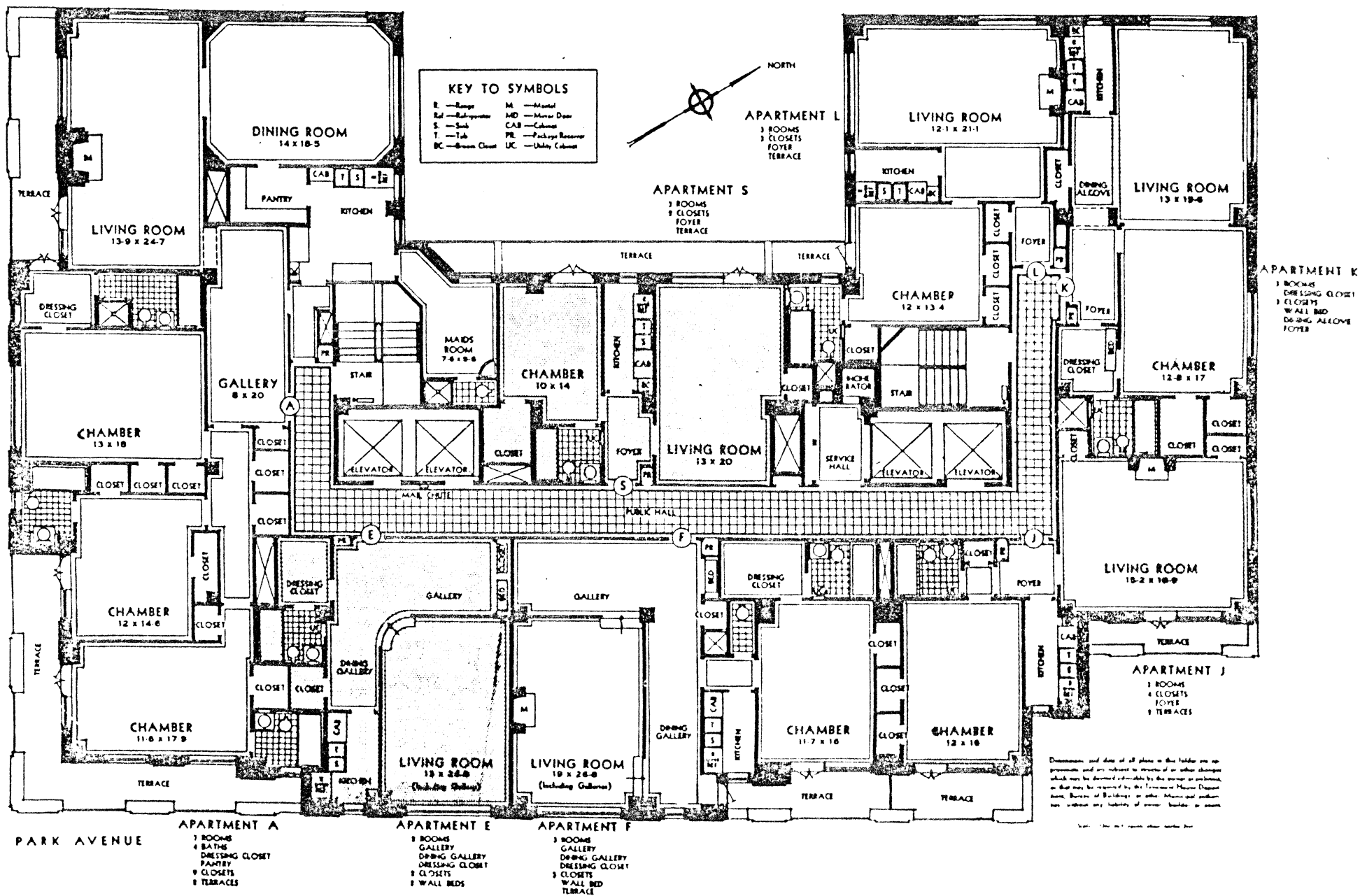
Dimensions and data of all plans in this folder are approximate and are subject to structural or other changes which may be deemed advisable by the owner or architect, or that may be required by the Tenement House Department, Bureau of Buildings, or other Municipal authorities, without any liability of owner, builder or agent.

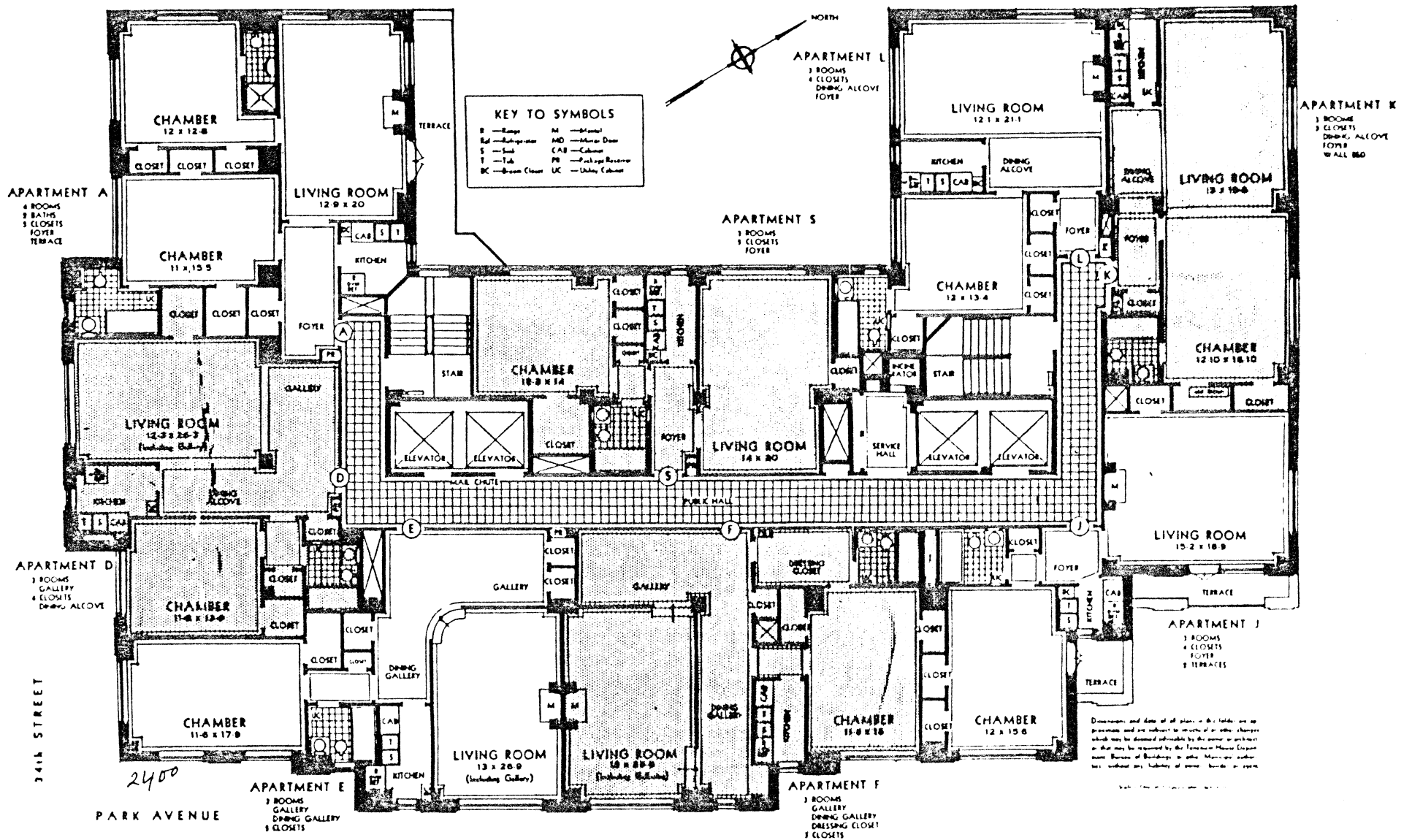
PARK AVENUE

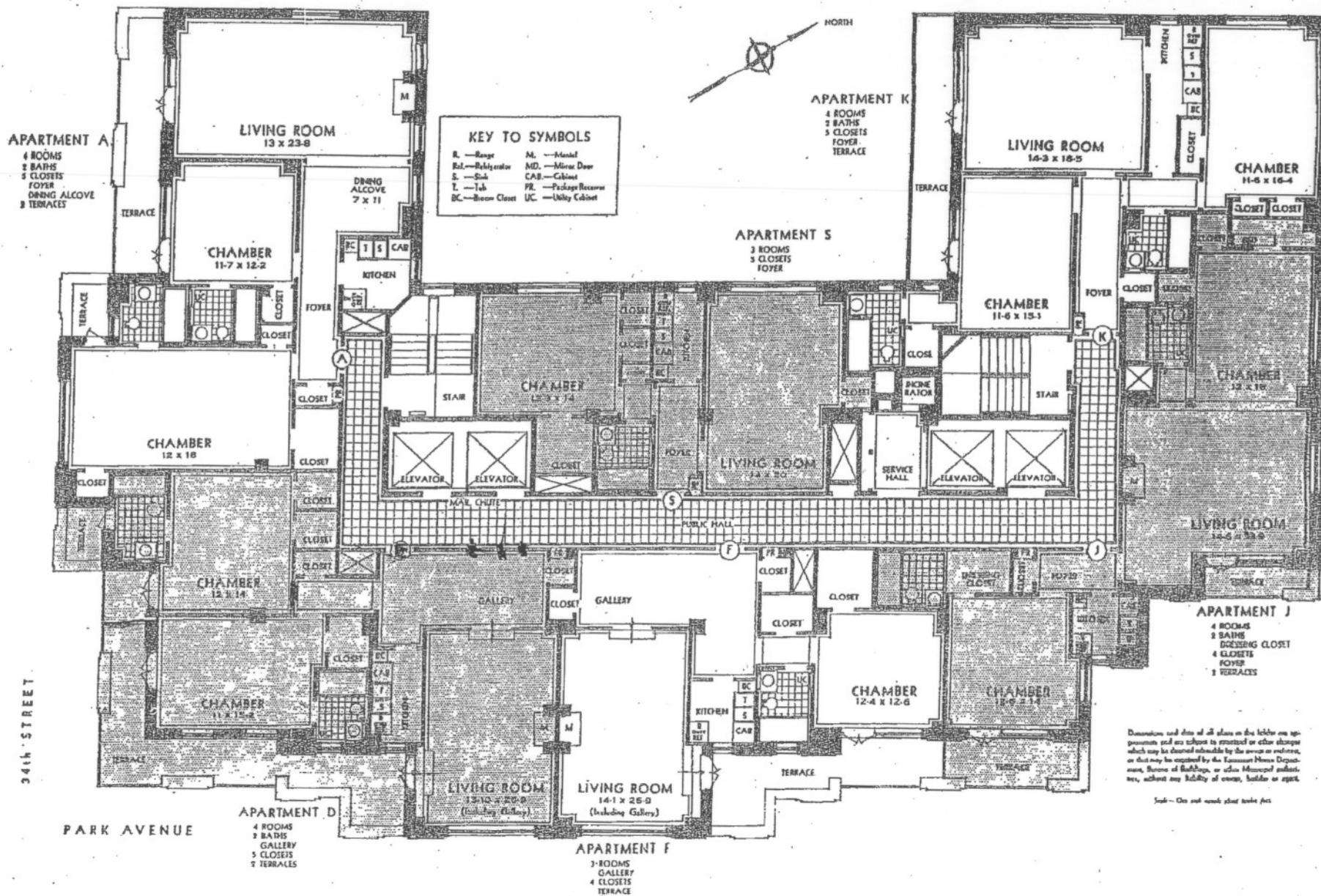
MANAGEMENT OF  
**WM. A. WHITE & SONS**  
ESTABLISHED 1890

**TEN PARK AVENUE**  
Telephone CA 1-7000, 5-5200

330 000-  
555 HT

PLAN OF THE 23<sup>rd</sup> FLOOR

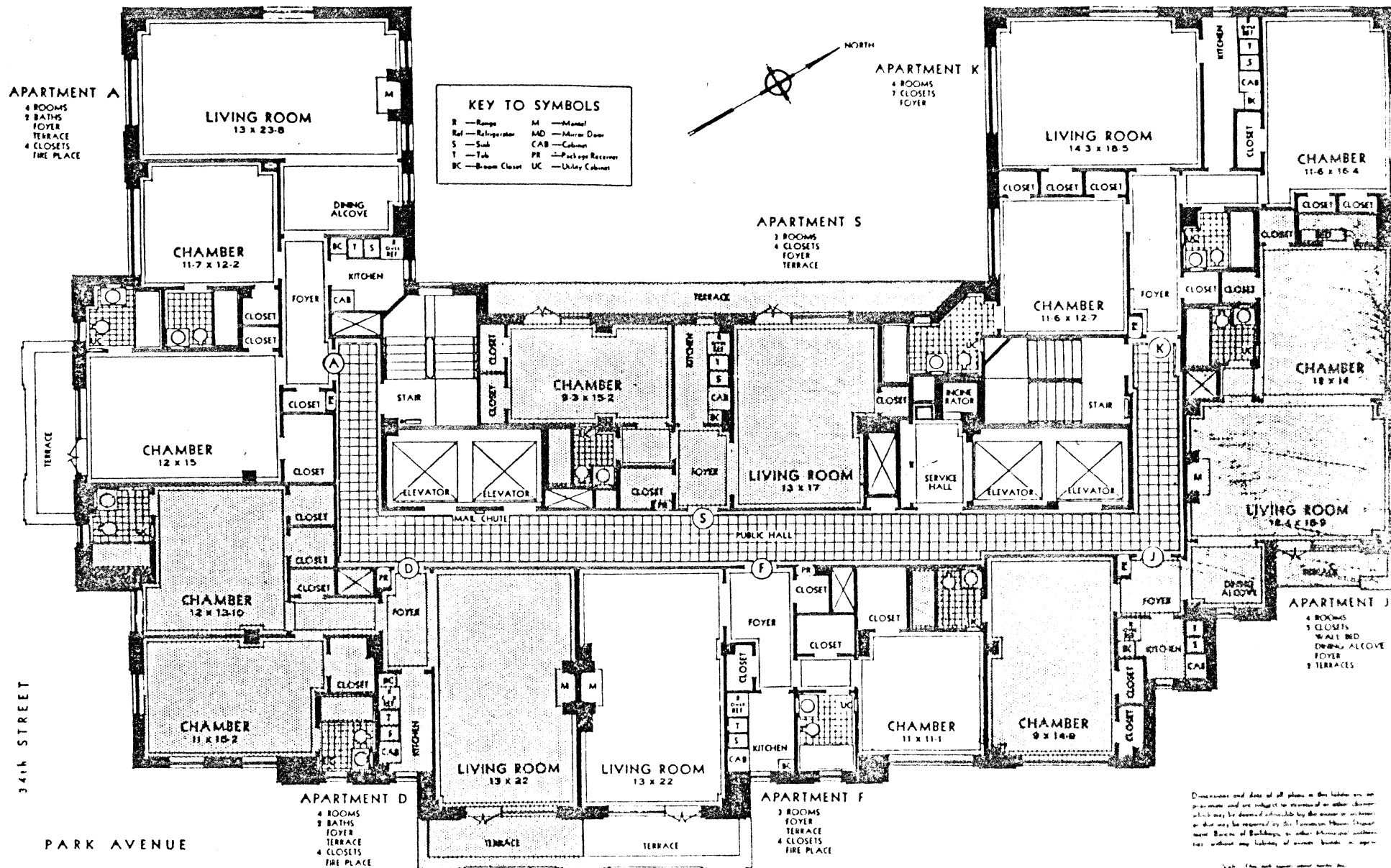




Dimensions and area of all plans on this floor are approximate and are subject to structural or other changes which may be deemed advisable by the owner or architect, or that may be required by the Tenant Home Department, Bureau of Buildings, or other Municipal authorities, without any liability of owner, builder or agent.

Note — One and one-half inch scale plan.

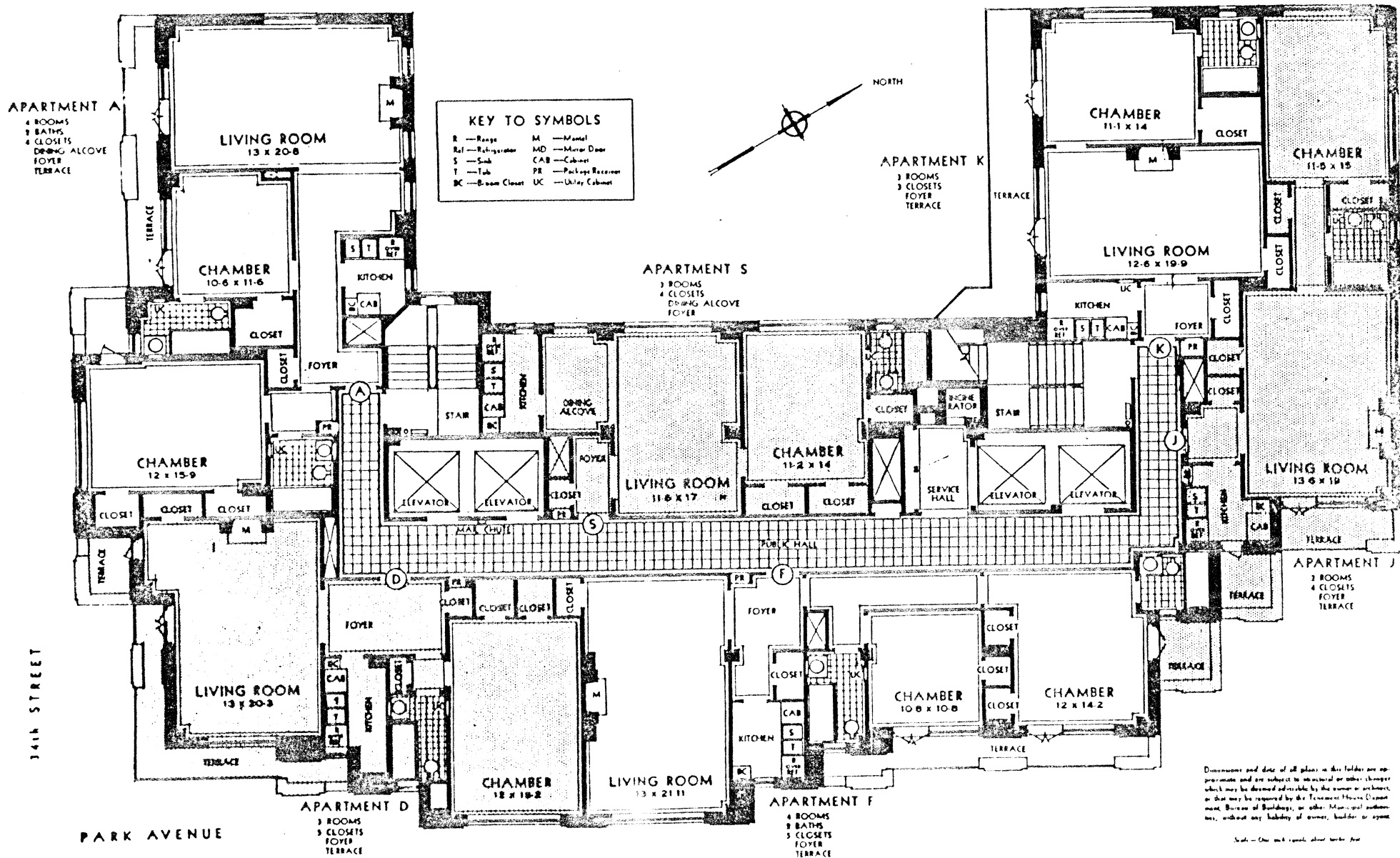
PLAN OF THE 25<sup>th</sup> FLOOR



PLAN OF THE 26<sup>th</sup> FLOOR

Dimensions and data of all plans in this book are approximate and are subject to revision or other changes which may be deemed advisable by the owner or architect or that may be required by the Engineering Division, Bureau of Buildings, or other municipal authorities, without any liability of owner, builder, or agent.

Scale: One inch equals about twenty feet.



Dimensions and data of all plans in this folder are approximate and are subject to material or other changes which may be deemed advisable by the owner or architect, or that may be required by the Tenement House Department, Bureau of Buildings, or other Municipal authorities, without any liability of owner, builder or agent.

Scale — One inch equals about twelve feet

## PLAN OF THE 27<sup>th</sup> FLOOR

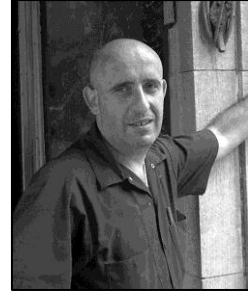
## Appendix B: Staff



Hung Nguyen  
Resident Manager  
October 5, 1981



Lam Nghia  
Maintenance Chief  
April 4, 1989



Nikac Djelos  
Maintenance  
April 10, 1988



Alan Le  
Elevator Operator  
April 15, 1991



Joso Utkovic  
Porter  
January 10, 1993



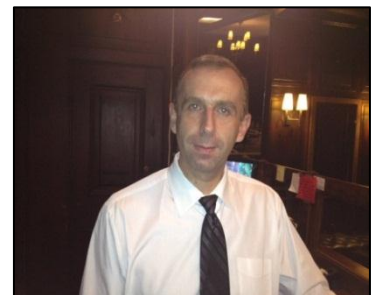
Stanford Scott  
Porter  
June 1, 2000



Isaac Read  
Desk Clerk  
April 30, 1989



James Nohilly  
Desk Clerk  
March 20, 1987



Antonije Nikac  
Desk Clerk  
October 22, 1990

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TEN PARK AVENUE TENANTS' CORPORATION HANDBOOK

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Adnan Feratovic  
Doorman  
October 8, 1997



Salvador Morales  
Desk Clerk  
September 7, 1992

## **Appendix C: Fire Safety Information**

## FIRE SAFETY PLAN

### PART I - BUILDING INFORMATION SECTION

## BUILDING

**ADDRESS:** 10 Park Avenue, New York, New York 10016

**BUILDING OWNER/REPRESENTATIVE:**

**Name:** **10 Park Avenue Tenant's Corp.**

**Address:** 10 Park Avenue, New York, New York 10016

**Building Management:** AKAM Associates, Inc.  
260 Madison Avenue, 12<sup>th</sup> Floor, NY, NY 10016

**Telephone:** 212-986-0001

**Resident Manager:** Hung Nguyen **Telephone:** 212-689-6200

**BUILDING INFORMATION:**

**Year of Construction:** Circa 1930

Type of Construction: Non-Combustible

**Number of Floors:** Above Ground: 27 Below Ground: 1

**Sprinkler System:** YES

**Sprinkler System Area Covered:** **Partial**

**NO** Dwelling Units:

**NO** Hallways:

**NO** Stairwells:

**YES**                      Compactor Chute: **Basement Only**

**YES** Other: **Storage room areas, building workshop & commercial stores**

**Fire Alarm:** NO **Transmits to Fire Dept./Fire Alarm Co.** N/A

**Location of Manual Pull Stations:**

Public Address System: NO

**Location of Speakers:** Stairwell \_\_\_\_\_ Hallway \_\_\_\_\_ Dwelling Unit \_\_\_\_\_ Other \_\_\_\_\_

**Means of Egress:** (e.g. Unenclosed/Enclosed Interior Stairs, Fire Tower Stairs, Fire Escapes, Exits):

| Type of Egress  | Identification | Location          | Leads To             |
|-----------------|----------------|-------------------|----------------------|
| Enclosed Stairs | “A”            | South End of hall | Second floor hallway |
| Enclosed Stairs | “B”            | North End of hall | Lobby and basement   |

**Other Information:** All hallways have emergency battery back-up light fixtures should there be a loss of power

IN THE EVENT OF A FIRE, CALL 911 OR  
The Fire Department Dispatcher, in Manhattan, (212) 999-2222  
Or transmit an Alarm from the nearest FIRE ALARM BOX

**DATE PREPARED:** October 3, 2013

## **Appendix D: Terrace Planting/Planter Guidelines**

## **Ten Park Avenue Tenants' Corp.**

### **TERRANCE PLANTER/FURNITURE AND OTHER INSTALLATIONS**

This document is provided as a guideline for the construction, placement and support of earth-filled planting containers located on terrace surfaces. In all cases such containers will be subject to review and approval by the Corporation.

#### **Submission Requirements:**

1. A drawing at the scale of 1/4" - 1'0" indicating a layout of planters and dimension and calculated weight of each planter will be submitted for each terrace prior to construction of the planters. The Corporation will approve or provide their comments in disapproving each plan in writing.
2. Terrace plans will become a part of the corporation's files, and any construction not approved by the Corporation will be removed at the Shareholder's expense following two-week advance notice to the Shareholder by the Corporation.

#### **Weight of Planters:**

1. The total weight of all planters on any terrace surface will not exceed 7.5 pounds per square foot on the total terrace area (i.e., a 300-square foot terrace may have no more than 2,250 pounds of planters).
2. The maximum weight of any planter, including the planter and soil, will be 500 pounds.
3. The weight of saturated light-weight soil will be taken to be 85 pounds per cubic foot, for the purpose of calculating planter weight.
4. In calculating the weight of individual planters, the volume of planters will be based on the outside dimensions, unless special provisions are made to reduce soil within the container such as substituting light-weight insulations for some soil.

5. Planters will be set on grillage or other continuous supports. The maximum load on the terrace deck under the grillage is 3 pounds per square inch. The grillage will be arranged to permit free drainage.

#### **Placement of Planters:**

1. Planters will not be placed closer than 4" to any wall or parapet or 1'-0" from any terrace drain.

2. Planters will not block access or egress from or to any area or roof of a terrace.

3. Planters will not be placed on any parapet or railing structure.

4. Planters will not be placed on or hung from any raised structure penthouse wall or roof.

5. As previously noted, no planters will rest directly on a roof or deck surface. Planters will be set on blocking, and will be at least 4" above the terrace deck.

#### **Planter Construction:**

1. Planters will be constructed so as to be self-supporting.

2. Planters will be constructed of rot-resistant wood species, plastic or other durable light-weight materials. Wood planters will be lined with metal or plastic.

#### **Soil:**

Planters will be filled with a mix of perlite, peat moss and topsoil. The weight of the mixture will not exceed 85 pounds per cubic foot when saturated.

#### **Anchorage:**

Large plants and shrubs will be anchored to their planters with guy wires to prevent their uprooting in high winds. Light weight soil mixtures are not as dense as natural soil and provide less root support.

#### **Irrigation:**

Plans for Automatic Irrigation Systems must be submitted and approved by the Corporation. The plans must show the water source, the controls, piping and frost protection.

### **Plants:**

To minimize the risk of a clogged drain on a Shareholder's terrace or a nearby terrace, the following are not permitted:

- White pines or other similar evergreen plants which shed their needles
- Plants which extend beyond the confines of the Shareholder's terrace

### **Shareholder Responsibility:**

Each Shareholder shall be responsible for assuring that the drain on their terrace is continually free of debris and kept clear for drainage. In addition, each Shareholder shall be responsible for assuring that their plantings or use of their terrace does not result in debris or blockage of the drains of any adjacent terraces (including those below the subject terrace).

### **Other Structures:**

1. These specifications do not take into account extraordinary load and access considerations imposed by immovable furniture, sculpture, fountains, gazebos or other structures. All such constructions will be subject to review and approval by the Corporation.

2. All fencing, gazebos, pergolas or other structures must be made of non-combustible materials conforming to the New York City Code.

3. All anchorage to the building structure must be reviewed and approved by the Corporation. If approved, anchors must be made with nonferrous metal.

### **Awnings:**

1. When installing an awning, the tenant/shareholder agrees to remove old anchorage and patch all resulting holes to ensure they are watertight. Anchorage must be adequate to support weight of an entire awning. Such anchorage must be detailed and submitted to the Corporation for approval.

2. Awning fabric must be fire resistant.

3. Awnings must be designed with wind sensors and electric motors to retract automatically in high winds.

## **Appendix E: NYC Recycling Guidelines**

# NYC Recycles

## Mixed Paper



## Cardboard



Put in clear bags or in any bin labeled MIXED PAPER or any bin with green NYC Recycles decal.

Staples & window envelopes ok.



To recycle more paper, keep recycling bins where you sort your mail and collect paper packaging. If you're concerned about confidentiality, remove address labels and rip up or shred mail.



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

## Metal



## Rigid Plastic



## Glass

bottles & jars



## Cartons



Put in clear bags or in any bin labeled METAL, GLASS & PLASTIC or any bin with blue NYC Recycles decal.

Empty and rinse containers. Caps & lids ok.



Before discarding refrigerators, air conditioners, or any appliances containing CFC (Freon) gas, call 311 or visit [nyc.gov/sanitation](http://nyc.gov/sanitation). For safety reasons, remove doors from refrigerators and freezers.



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

All NYC residents, government agencies, schools, and institutions serviced by the Department of Sanitation must recycle the materials listed above. Ask your building manager how to set out recyclables. Certain items can't or shouldn't be discarded in the trash or recycling; see [nyc.gov/wasteless/disposal](http://nyc.gov/wasteless/disposal) for donating, take-back programs, and other disposal options.



**NYC Recycles**  
[nyc.gov/recycle](http://nyc.gov/recycle)

[facebook.com/NYCreycles](https://facebook.com/NYCreycles)  
 [twitter.com/NYCreycles](https://twitter.com/NYCreycles)

Save for reference - or recycle it!  
Printed on recycled paper, of course.

06352X: NYC CHECKLIST FLYER 8.5 X 11 6.13

## **Appendix F: Roof Deck Rules**

## **Ten Park Avenue Tenant's Corp. Rooftop Terrace Policy and Rules**

Please be courteous and cooperative when using the Rooftop Terrace (or "roof deck"), as residents reside in close proximity. The Rooftop Terrace is an important amenity for the building, but it can become a problem if residents and their guests do not follow these rules.

Use of the Rooftop Terrace is subject to the following rules:

### **Hours**

- Open seven days a week, 24 hours a day.
- Note that the Rooftop Terrace may be closed during the winter (or other times of inclement weather) if it is not practicable to clear it of snow, ice, etc.

### **Food/Beverages**

- Glassware (and other items which have the potential to either damage the roof deck tiles or cause injury to other people) are not allowed.
- Alcohol should be consumed responsibly, and only by those of legal drinking age. Any residents or guests of residents who appear to be inebriated on the roof will be required to leave.

### **Trash**

- All trash is to be disposed of in the appropriate garbage receptacles which are located on the roof deck.

### **Guests**

- A resident of 10 Park Avenue must accompany all guests.
- Residents are responsible for the behavior of their guests.
- Private parties are not permitted

### **Children and Games**

- An adult resident must accompany and supervise at all times any child under the age of 12.
- No "kiddy pools" or any other recreational water devices are permitted.
- No ball or Frisbee playing (or similar games which present a risk of items or persons going over the edge) is permitted.
- No running or roughhousing of any kind is permitted.

### **Pets**

- No pets are allowed on the Rooftop Terrace at any time.

### **Fires/Smoking**

- Pursuant to a policy implemented July 17, 2010, smoking on the roof deck is prohibited.
- Open fires, barbeques and other cooking materials are prohibited.
- Candles and all other highly flammable materials are also strictly prohibited

### **Personal Belongings and Furniture**

- Personal belongings brought to the Rooftop Terrace by residents and their guests must be attended at all times. When departing the Terrace for more than 15 minutes, belongings must be removed.
- THERE IS NO RESERVING OF CHAIRS. Residents are permitted to remove any belongings left after 15 minutes to another table, chair or the front desk if necessary.
- Personal items including chairs may be brought to the roof for shareholder use only and they cannot be left unattended or overnight nor interfere with the use of the common space by others.
- No furniture may be left in any common hallways or stairways for use on the roof deck.
- Nothing may be placed on the Rooftop Terrace ledges, even temporarily.

### **Noise**

- Users of the Rooftop Terrace are subject to the general Ten Park Avenue Tenants Corp house rules and regulations regarding noise.
- Rooftop Terrace users must not make any loud noises and music must be heard thru headphones.

### **Additional Rules**

- Use of the Rooftop Terrace is subject to all other applicable House Rules
- These rules may be added to, amended or repealed at any time by the Board of Directors.
- Please keep in mind that the roof deck is under 24-hour camera surveillance. Any resident who violates these rules or any House Rule will be fined accordingly.



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# Protect Your Family From Lead in Your Home

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United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

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

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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
- About health effects of lead
- 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](https://www.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.

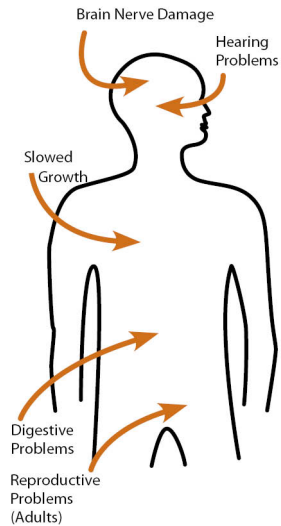
## Health Effects of Lead

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**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

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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](https://www.epa.gov/lead).

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<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

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**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

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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

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

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<sup>3</sup> Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

## What You Can Do Now to Protect Your Family

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**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

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**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

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**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](https://epa.gov/lead), or call 1-800-424-LEAD.

## Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

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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 and
  - 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

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**While paint, dust, and soil are the most common sources of lead, other lead sources also exist:**

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit [epa.gov/lead](https://www.epa.gov/lead) for EPA's lead in drinking water information.

- **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.

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<sup>4</sup> In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). 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 (76 FR 44463).

## For More Information

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### **The National Lead Information Center**

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at [epa.gov/lead](http://epa.gov/lead) 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/lead](http://epa.gov/lead), or contact the National Lead Information Center at **1-800-424-LEAD**.

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

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

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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)

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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](http://cpsc.gov) or [saferproducts.gov](http://saferproducts.gov)

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

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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/](http://hud.gov/offices/lead/)

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# IMPORTANT!

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

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