

**Sublet Renewal  
East River Housing Corporation**

**NOTICE PURSUANT TO  
THE TENANT FAIR CHANCE ACT**

1. The information supplied in your application may be used to obtain a tenant screening report from The Screening Pros, c/o Consumer Relations, P.O. Box 3338, Chatsworth, CA 91313 Tel: (800) 877-5073.
  
2. Pursuant to federal and state law:
  - (a) if your application is denied based on information contained in the tenant screening report, you have the right to:
    - i. be informed of such denial;
    - ii. be provided with the name and address of the consumer reporting agency(ies) that provided the relevant report; and
    - iii. request a copy of the report from the relevant consumer reporting agency.
  
  - (b) you are entitled to one free tenant screening report per year from each national consumer reporting agency as well as a credit report from [www.annualcreditreport.com](http://www.annualcreditreport.com);\* **and**
  
  - (c) you have the right to dispute inaccurate information contained in a tenant screening report directly with the relevant consumer reporting agency.

\*East River Housing Corporation has the right to charge you for any tenant screening reports and/or credit reports about you that it obtains in connection with this Application.

**East River Housing Corporation**  
**Subleasing Renewal Application**

**Requirements For The Renewal of a Sublease**

**The following is a list of the documentation required by the Board of Directors of East River Housing Corporation (the "Cooperative"), for the renewal of a Sublease for an Apartment. The Application will not be reviewed until all the requested documents are received. There are no exceptions. No sublet renewal Application will be approved if the Sublessor (Shareholder) is in violation of any of the provisions of the Cooperative's Proprietary Lease or House Rules or Sublet Regulations.**

**Please use additional sheets where needed.**

1. Sublet Renewal Application and all its components, fully completed and signed.
2. Photo-identification of each of the Applicants for purpose of identification at Apartment visit, interview, and move-in (copy of driver's license or passport or, in the absence of those documents, other photo-identification acceptable to the Cooperative).
3. The Corporation's form of Sublease Renewal Agreement executed by Sublessor (Shareholder) and Sublessee (Subtenant) together with a copy of the signed Sublease.
4. Sublet Agreement signed by Shareholder.
5. Consumer Credit Report Authorization.
6. Notarized copy of the Harboring of Dogs and Other Animals Acknowledgement form.
7. Affidavit that no substantial changes have occurred in employment and finances and that the Apartment will have only the Applicants and occupants listed in the Application occupying the Apartment. No other occupants will be permitted.
8. If the Sublessor (Shareholder) has a loan secured by the stock and Proprietary Lease for the Apartment outstanding with a bank or other lender, then the written consent of that lender will be required for the sublet as a condition to the review of this Sublet Renewal Application. It is the Sublessor's (Shareholder's) obligation to obtain the consent and submit it with this Application.
9. Complete copies of each Applicant's federal and state tax returns for the last year, attached to this Application and (if employed) W-2 forms as well as, if applicable, Forms 1099, K-1 and S-Corporation and partnership tax returns, for the last year along with executed IRS Form 4506-T, attached to this Application, allowing the Cooperative to verify tax information with the IRS.
10. A non-refundable check or money order for \$800 payable to East River Housing Corporation for processing this Sublet Renewal Application, including obtaining a consumer credit report of the civil litigation and criminal litigation history of one Applicant and all other persons 18 years of age or older who will occupy the Apartment. Each additional report for Applicants/Occupants is \$250.00 payable to East River Housing Corporation.

**After your Application has been processed, it will be submitted to the Board of Directors for approval. The Shareholder will then be notified of the Board's decision. After the Board has approved the Application, the Shareholder will receive an executed copy of the Sublease Renewal Agreement**

**Applicant One:** \_\_\_\_\_  
(Print or type Name)

\_\_\_\_\_  
(Signature)

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

**Applicant Two (if any):** \_\_\_\_\_  
(Print or type Name)

\_\_\_\_\_  
(Signature)

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



## **Acknowledgements**

**To the Board of Directors of East River Housing Corporation:**

**The undersigned hereby submit(s) this Application to Renew the Sublet of Apartment \_\_\_\_ located at \_\_\_\_\_, New York, New York 10002 (the “Apartment”).**

**We/I hereby acknowledge understanding of the following:**

1. Pursuant to the authority granted in the Proprietary Lease and By-Laws of the Cooperative, the Board of Directors will use this Application to obtain background information regarding the proposed Subtenant.
2. The Board of Directors may require additional information.
3. The Proposed Sublet Renewal cannot be consummated without the written consent of the Board of Directors.
4. We/I have read the Proprietary Lease and House Rules which govern the occupancy of the Apartment and the Sublet Regulations which govern sublets and agree to abide by them.
5. In no event will the Cooperative, the Board of Directors, or its employees and agents be responsible for any liabilities or expenses incurred by an Applicant whose Application is not approved.
6. While the Board of Directors will attempt to review this Application promptly, the Cooperative, the Board of Directors, and its employees and agents will not be responsible for expenses or liabilities resulting from any delay in this review.
7. Falsification of any of the enclosed information, or omission of material information may result, without limitation, in revocation of approval by the Board of Directors and termination of the Applicant's Sublease.

**The undersigned authorize(s) the Board of Directors to contact any of the employers, banks, landlords, educational institutions, references, etc., described herein for information based upon this Application.**

**The undersigned acknowledges that, if this Application is accepted, the undersigned will NOT, without the prior written consent of the Board of Directors:**

- **make structural alterations to the Apartment;**
- **permit persons other than those permitted by the Sublease to live in the Apartment;**
- **use the Apartment for other than residential purposes; or**
- **violate any provision of the Shareholder's Proprietary Lease, the House Rules, the By-Laws or the Sublet Regulations.**

The undersigned affirms, under the penalties of perjury, the accuracy of all of the information contained in this Application and all documentation submitted to the Cooperative in connection therewith.

Applicant One: \_\_\_\_\_  
(Print or type Name)

\_\_\_\_\_  
(Signature)

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

Applicant Two (if any): \_\_\_\_\_  
(Print or type Name)

\_\_\_\_\_  
(Signature)

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

**PERSONAL INFORMATION (TO BE COMPLETED BY APPLICANT(s)):**

**BASIC INFORMATION:**

\_\_\_\_\_  
Name of Applicant One

\_\_\_\_\_  
Name of Applicant Two

\_\_\_\_\_  
Social Security Number of Applicant One

\_\_\_\_\_  
Social Security Number of Applicant Two

Are you 18 years of age or older? \_\_\_\_\_

Are you 18 years of age or older? \_\_\_\_\_

\_\_\_\_\_  
Current Address: Number and Street

\_\_\_\_\_  
Current Address: Number and Street

\_\_\_\_\_  
Apartment No.

\_\_\_\_\_  
Apartment No.

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

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

\_\_\_\_\_  
Area Code & Telephone Number:

\_\_\_\_\_  
Area Code & Telephone Number:

Home: ( ) \_\_\_\_\_

Home: ( ) \_\_\_\_\_

Business: ( ) \_\_\_\_\_

Business: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

Fax: ( ) \_\_\_\_\_

Cellular Phone: ( ) \_\_\_\_\_

Cellular Phone: ( ) \_\_\_\_\_

E-mail: \_\_\_\_\_ @ \_\_\_\_\_

E-mail: \_\_\_\_\_ @ \_\_\_\_\_

**ADDITIONAL OCCUPANT INFORMATION:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Relationship to Applicant

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Name

\_\_\_\_\_  
Relationship to Applicant

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Name

\_\_\_\_\_  
Relationship to Applicant

\_\_\_\_\_  
Social Security Number

If there are or will be any children under the age of ten in the Apartment, then the law will require that window guards be installed.

Do you or any member of your family have Diplomatic Status? Yes (\_\_\_) No (\_\_\_)

If previous records of Applicant or any prospective occupant are in another name, please indicate old and new names:

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**CRIMINAL HISTORY:**

Has any Applicant or any other prospective occupant of the Apartment ever been convicted of or pleaded guilty to a crime? The term "crime" means, for this purpose, a violation (other than a traffic infraction), misdemeanor or felony as defined in the New York State Penal Law or the New York State Vehicle and Traffic Law or their equivalent in any other State or in any other country:

Yes (\_\_\_) No (\_\_\_)

If the answer is "Yes," provide the particulars, facts and circumstances of the crime, including the court, case or docket number and jurisdiction, the penalty imposed and the date on which the penalty was imposed. Use additional sheets, attached to this page, if required: \_\_\_\_\_

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Has any Applicant or any other prospective occupant of the Apartment had his/her drivers license or any professional license suspended or revoked in any State or in any country: Yes (\_\_\_) No (\_\_\_)

If the answer is "Yes," provide the particulars, facts and circumstances of the suspension or revocation. Use additional sheets, attached to this page, if required: \_\_\_\_\_

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Is any Applicant or any other prospective occupant of the Apartment presently under indictment or under investigation by any court or law enforcement agency? Yes (\_\_\_) No (\_\_\_)

If the answer is "Yes," provide the particulars, facts and circumstances of the indictment or investigation, including the court and/or law enforcement agency and the offense(s) being charged or investigated. Use additional sheets, attached to this page, if required: \_\_\_\_\_

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**SUBLEASE RENEWAL AGREEMENT**

The term of the Sublease between the Shareholder and the Subtenant dated \_\_\_\_\_ covering Apartment No. \_\_\_\_\_ in the building located at \_\_\_\_\_, New York, New York 10002 is hereby extended for a term of one (1) year, beginning on the 1st day of \_\_, 20\_\_ and ending on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ upon the same terms and conditions as are contained in said Sublease (including rent) (except that the yearly rent shall be \$\_\_\_\_\_ payable in equal monthly installments of \$\_\_\_\_\_.)

**SHAREHOLDER(S):**

_____ SIGNATURE	_____ PRINT NAME	_____ DATE
_____ SIGNATURE	_____ PRINT NAME	_____ DATE
_____ SIGNATURE	_____ PRINT NAME	_____ DATE

**SUBTENANT:**

_____ SIGNATURE	_____ PRINT NAME	_____ DATE
_____ SIGNATURE	_____ PRINT NAME	_____ DATE

**APPROVED BY:  
EAST RIVER HOUSING CORPORATION:**

_____ SIGNATURE	_____ PRINT NAME	_____ DATE
	_____ PRINT TITLE	



**Consumer Credit Report Authorization**

Each of the undersigned Applicants understands and agrees that East River Housing Corporation (the "Cooperative") intends to request Consumer Credit Reports in connection with the Application to sublet Apartment no. \_\_\_\_\_ located at \_\_\_\_\_, New York, NY 10002, and that when Reports are requested the Cooperative must provide, at the undersigned's request, the name and address of the consumer reporting agency that will furnish the Reports.

Each of the undersigned Applicants hereby authorizes the procurement of Consumer Credit Report by the Cooperative and authorizes all credit agencies, banks, lending institutions, current and former employers and other persons and entities to release any information that they may have about the undersigned and hereby releases them from any liability and responsibility for doing so. For the sole purpose of obtaining the Report, each of the undersigned provides below his/her the Social Security Number, Birth Date and any other name or names by which he/she has been known during the past ten years.

Applicant One: \_\_\_\_\_  
(Print or Type Name)  
\_\_\_\_\_  
(Social Security Number)  
\_\_\_\_\_  
(Birth Date)  
\_\_\_\_\_  
(Other Names in Past Ten Years)  
\_\_\_\_\_  
Signature \_\_\_\_\_ Date

Applicant Two:  
(if any) \_\_\_\_\_  
(Print or Type Name)  
\_\_\_\_\_  
(Social Security Number)  
\_\_\_\_\_  
(Birth Date)  
\_\_\_\_\_  
(Other Names in Past Ten Years)  
\_\_\_\_\_  
Signature \_\_\_\_\_ Date

**Acknowledgment and Agreement that the Harboring of Dogs or other Animals is Prohibited**

In conjunction with my/our Application to renew the sublease for an Apartment at East River Housing Corporation (the "Cooperative"), specifically Apartment no. \_\_\_\_\_ located at \_\_\_\_\_, New York, New York, I/we understand, acknowledge, warrant, represent and agree that:

(a) Under no circumstance (to the fullest extent permitted by law) shall the undersigned or any member of the Apartment household harbor, possess or keep a dog (as defined below) in the Apartment and that to do so will constitute a material breach of the Proprietary Lease and a violation of a substantial obligation of tenancy, which will subject the undersigned to termination of the undersigned's Proprietary Lease and to legal action for eviction from the Apartment. As used in this Application, the term "dog" means a dog of any kind or type and whether domesticated or not, but excludes any dog, such as a "service animal" or "seeing eye" dog, that is (i) medically or otherwise required as a reasonable accommodation for a legally qualifying disability or handicap under the Fair Housing Act, the Americans with Disabilities Act or other applicable fair housing, civil rights or human rights law, and (ii) approved in writing in advance by the Cooperative following receipt of appropriate documentation.

(b) In addition to the warranties and representations set forth in paragraph (a) above that no dogs (as defined above) will be harbored, kept or possessed in the Apartment, under no circumstance shall the undersigned or any member of the Apartment household harbor, possess or keep in the Apartment any other animal (as that term is defined below), and that to do so will constitute material breach of the Proprietary Lease and violation of a substantial obligation of tenancy, which will subject the undersigned to termination of the Proprietary Lease and to legal action for eviction from the Apartment. As used in this paragraph (b) and in paragraph (c) below, the term "other animal" means any animal prohibited from being harbored, possessed or kept in the Apartment by any local, state or federal law including, but not limited to, the New York City Health Code.

(c) **(Confirmation That No Dogs or Other Animals Currently Owned)**

(1) None of the Applicants and no person who will be an occupant of the Apartment at the Cooperative owns a dog (as defined above) or other animal (as defined above) or harbors, possesses or keeps a dog (as defined above) or other animal (as defined above) in his/her present residence,

(2) the same will be true to and including the date of the commencement of occupancy at the Apartment at the Cooperative for which this Application is made and

(3) no dog (as defined above) or other animal (as defined above) will be harbored, possessed or kept in the Apartment at the Cooperative at any time.

**Acknowledgment and Agreement that the Harboring of Dogs or other Animals is Prohibited (continued).**

**ACKNOWLEDGED AND AGREED:**

**Applicant One:** \_\_\_\_\_  
(Print or type Name)

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

\_\_\_\_\_  
(Signature)

**Applicant Two (if any):** \_\_\_\_\_  
(Print or type Name)

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

\_\_\_\_\_  
(Signature)

**SUBLET AGREEMENT (RENEWAL)**

Renewal Sublet Agreement (this "Agreement") made as of this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_(collectively the "Shareholder"), residing at Apartment no. \_\_\_\_\_ located at \_\_\_\_\_ New York, NY 10002, (the "Apartment") and EAST RIVER HOUSING CORPORATION (the "Corporation"). .

**WHEREAS**, the Shareholder owns the shares of the Corporation's stock allocated to the Apartment (the "Stock") and has heretofore entered into a Proprietary Lease (the "Lease", which term includes all House Rules) with the Corporation for the Apartment; and

**WHEREAS**, the Shareholder desires to renew the sublet of the above Apartment to \_\_\_\_\_presently residing in the Apartment (collectively the "Sublessee") in accordance with the Lease and the Corporation's By-Laws, this Agreement, the approved Sublease and Sublease Renewal Agreement and regulations governing subleasing as the same may be amended and supplemented from time to time (collectively the "Sublet Regulations"), and has requested the Corporation's consent to such sublet; and

**WHEREAS**, the Corporation agrees to consent to such renewal of the sublet upon the terms and conditions herein set forth, **including, but not limited to the payment by the Shareholder of a Sublet Fee to the Corporation in accordance with the Sublet Regulations.**

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the Shareholder and the Corporation agree as follows:

1. The Sublet Regulations. The Sublet Regulations shall govern and regulate each Sublet.

Copies of the applicable provisions thereof, current as of the date of this Agreement, are annexed hereto and the same, together with all amendments and supplements thereto, are incorporated herein by reference and made a part of this Agreement.

2. The Sublease. Shareholder represents that a true copy of the written sublease renewal agreement (the "Sublease") between the Shareholder and the Sublessee has been submitted to the Corporation. The Shareholder shall not amend or modify the Sublease without the prior written consent of the Corporation. The Shareholder may only utilize that form of Sublease which has been approved by the Corporation's Board of Directors (the "Board").

3. Shareholder's Primary Liability. The Shareholder shall remain fully and primarily liable for the full and timely performance of all the obligations of the Shareholder as lessee under the Lease, notwithstanding the Sublease or any provision herein. The Corporation shall have no obligation to seek or accept payments from the Sublessee. Any background checks of the Sublessee undertaken and information obtained about the Sublessee by or on behalf of the Corporation shall be solely for the protection of the Corporation and Shareholder shall have no right to receive, use or rely upon the results thereof.

4. Term of Sublease; Sublet Termination Date.

(a) The term of the Sublease shall be for twelve (12) months. The Shareholder represents that the information set forth in Appendix A attached hereto is true and correct.

(b) No Sublet that has been commenced without first obtaining the prior written approval of the Corporation will be approved after the fact. Any Shareholder who has entered into a Sublet without first obtaining the prior written approval of the Corporation will be and is subject to the

applicable terms and conditions of the Sublet Regulations, including but not limited to Section 1(e) of Article XIII of the By-Laws.

(c) The Apartment shall be vacated by the Sublessee on or before the date on which the term of the Sublease expires or at such earlier time as the Sublease is terminated (the "Sublet Termination Date"), unless such term has been renewed or extended in accordance with the terms of this Agreement. It is the sole responsibility and obligation of the Shareholder to do all that is necessary to have the Apartment vacated on or before the Sublet Termination Date, including the institution and prosecution of legal proceedings at the Shareholder's sole cost and expense. **In the event the Sublessee fails to vacate the Apartment by the Sublet Termination Date, then the same shall constitute a material breach by the Shareholder of a substantial obligation of the Lease subjecting Shareholder to legal action to dispossess both Sublessee and Shareholder from the Apartment, in addition to all other rights and remedies of the Corporation, including those contained in the Sublet Regulations. Shareholder's obligations under the Sublet Regulations shall continue until the Sublessee actually vacates the Apartment and the Corporation is notified by the Shareholder and verifies by a physical inspection of the Apartment that the Sublessee is no longer there.**

(d) Nothing in this Agreement shall serve to create any rights in or to the Apartment by the Sublessee beyond the express terms of the Sublease and beyond the Sublet Termination Date. Nothing in this Agreement or in the Lease shall in any manner extend the Sublet Termination Date. However, the rights of the Corporation and the obligations of the Shareholder contained in this Agreement shall survive the Sublet Termination Date.



5. The Corporation's Sublet Regulations. The Shareholder shall comply with all the Sublet Regulations of the Corporation, as the same may be amended and supplemented from time to time. All Sublet Regulations, including all amendments, deletions and/or additions thereto, are deemed incorporated herein and made a part of this Agreement. The Shareholder acknowledges receipt of the Corporation's current Sublet Regulations.

6. The Sublet Fee.

(a) In consideration of the Corporation's consent to the within sublet, **the Shareholder agrees to pay to the Corporation a Sublet Fee in the amount set forth in the Sublet Regulations, including but not limited to Section 1(c) of Article XIII of the By-Laws. The Sublet fee shall be paid to the Corporation simultaneously with the Shareholder's monthly carrying/maintenance charges (rent) as additional rent under the Lease. The Sublease must commence on the first day of a month and end on the last day of a month.**

(b) The Sublet Fee is payable in equal monthly installments on the first day of each month during the term of this Agreement and during any period in which the Sublessee occupies the Apartment.

(c) The Sublet Fee shall be payable and collectible as additional carrying/maintenance charges (rent) under the Lease.

(d) The Sublet Fee is not, under any circumstance, refundable in whole or in part.

(e) The Sublet Fee may be changed from time to time by the Board, and the revised Sublet Fee, effective on the date on which the revised Sublet Fee becomes effective, will be applicable to all sublets and sublet renewals (including any renewal of the Sublet referred to in this Agreement).

7. Deposit by Shareholder. A Move-In - Move-Out Deposit of \$500.00 was paid to the Corporation by the Shareholder before the Sublessee moved in. This fee will be returned to the Shareholder after the Sublessee vacates the Apartment, less any damages caused to the Corporation's property attributable to either the Sublessee or the Shareholder. In the event this fee is not sufficient to pay for these damages, the balance due will be payable and collectible as additional carrying/maintenance charges under the Lease.

8. Violation of Lease by Sublessee. Any violation by the Sublessee of the provisions of the Lease, or of the By-Laws or of the Sublet Regulations or of any rules and regulations of the Corporation, shall constitute a material breach of a substantial obligation of the Lease by the Shareholder, and shall be grounds for legal action, including eviction proceedings, against the Shareholder and the Sublessee by the Corporation.

9. Violation of this Agreement by Shareholder. Any breach of this Agreement by the Shareholder shall be deemed a material breach of a substantial obligation of the Lease and shall constitute grounds for legal action, including eviction proceedings, against the Shareholder and the Sublessee. The Corporation's rights and remedies hereunder shall be in addition to all its rights and remedies under the Lease and the Sublet Regulations and at law or equity. The processing of a prospective Sublessee's Application and the approval of a Sublease by the Board of Directors shall not be deemed to constitute a waiver of any of the Shareholders obligations under the Lease, By-Laws and Sublet Regulations.

10. Shareholder's Indemnity.

(a) The Shareholder hereby indemnifies the Corporation and its officers, directors, agents and employees, from and against (i) any and all claims and demands (whether just or unjust), suits, actions or proceedings made or brought by the Sublessee or by any lender having a security or other interest in the Stock or the Apartment or any other person or entity as a consequence of or in connection with the Sublet or the Sublease or the failure of the Sublessee to vacate the Apartment by the Sublet Termination Date; (ii) damage and injury caused by the Sublessee; (iii) all liens or violations filed or issued against the Corporation or any property owned now or hereafter by the Corporation caused by any act or omission on the part of the Sublessee; and (iv) all damages, expenses, costs, fees (including reasonable attorneys' fees and disbursements), liabilities and losses incurred by reason of or in connection with any such claim, demand, suit, action or proceeding, or any such damage or injury, or any such lien or violation.

(b) The Shareholder hereby agrees to pay, as additional carrying/maintenance charges (rent), all expenses, costs, fees (including reasonable attorneys' fees), liabilities and losses incurred by the Corporation as a consequence of or in connection with the enforcement of this Agreement or of the Lease or of the Sublet Regulations or any matter relating to the sublet or the Sublease or the use or occupancy of the Apartment by the Sublessee or the failure by the Sublessee to vacate the Apartment by the Sublet Termination Date.

(c) The Shareholder shall pay any amount due hereunder within seven (7) days after written demand therefor by the Corporation.

11. Late Charges and Interest.

(a) If the Shareholder fails to pay the Sublet Fee or any other charge due hereunder when the same becomes due and payable, then the Shareholder shall also be subject to a late payment fee. As provided in the Lease, if the Sublet Fee or any such other charge is not paid when due, the Shareholder will be subject to a late payment fee. The amount of the fee will (a) be determined from time to time by the Board of Directors, (b) be payable on the first day of the following month with all rent and other charges due under the Lease at that time, and (c) be added as additional rent to the Shareholder's rental obligation under the Lease. Such late payment fee shall not in any manner excuse the late payment and shall be in addition to all other rights and remedies of the Corporation. Such late payment fee shall be deemed liquidated damages and not a penalty and shall be collectible as additional carrying/maintenance charges (rent) under the Lease, but shall not excuse the untimely payment of such Sublet Fee or charge.

(b) In the event the Corporation shall expend any monies by reason of the Shareholder's failure to observe any provision herein, such amounts shall be payable as additional carrying/maintenance charges on demand together with interest thereon at the rate of sixteen (16%) percent per annum from the date or dates of payment by the Corporation to the date or dates of payment by the Shareholder.

12. Parking Spots. At the commencement of the Sublessee's term, Shareholder shall vacate his or her parking spot in the parking lot for the duration of the Sublease and any renewal or extension of the Sublease. Upon the termination of the Sublease, Shareholder shall have the right to redeem the parking spot on the first day of the month following the termination of the Sublease.

13. Enumeration of Rights and Remedies. The enumeration of any right or remedy of the Corporation herein shall not in any manner preclude the Corporation from exercising all other rights and remedies available under this Agreement, the Lease, the Sublet Regulations, or at law or equity.

14. Service of Process. The Shareholder agrees that process in connection with any action, suit or proceeding instituted by the Corporation against the Shareholder may be served upon the Shareholder at the Apartment in the manner prescribed in the Lease or by law, and that such service of process shall be conclusively deemed proper and binding.

15. Assignment. This Agreement may not be assigned by the Shareholder without the prior written consent of the Corporation. In the event that the Shareholder shall sell the shares of the Corporation's stock allocated to the Agreement, it shall be a condition of the Corporation's consent to such sale that the Sublease be terminated and the Sublessee vacate the Apartment prior to the closing date of such sale.

16. Notices. (a) All notices to the Corporation shall be sent by registered or certified mail, return receipt requested or by overnight courier or delivery service, and shall be deemed given within three (3) days after mailing or, in the case of courier or delivery service, upon delivery.

Notices shall be sent to the following address:

East River Housing Corporation  
c/o Administrative Office  
453 C. FDR Drive  
Rear Lobby Level  
New York, N.Y. 10002

(b) All notices to the Shareholder shall be sent by registered or certified mail, return receipt requested or by overnight courier or delivery service and shall be deemed given within three (3) days after mailing or, in the case of courier or delivery service, upon delivery, or may be given by

personal delivery or by placing the notice under the door of the Shareholder's Apartment. Mailed or delivery or courier service notices shall be sent to the following address:

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

17. Modification; Governing Law; Captions. This Agreement (a) can be modified only by written agreement of both parties and (b) in all respects shall be governed by New York State law without regard for the principles of conflicts of law. The captions used herein are for convenience only and shall not in any manner be deemed to vary any of the terms hereof.

**18. Jury Trial; Counterclaims. The Shareholder expressly waives trial by jury and the right to assert any counterclaim or set-off in any proceeding or action brought by the Corporation with respect to any matter whatsoever relating to the sublet, the Sublease or this Agreement.**

19. Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal representatives, heirs and successors.

**IN WITNESS WHEREOF**, the parties have signed this Agreement as of the date first above written.

**EAST RIVER HOUSING CORPORATION**

**Shareholder (s)**

**(Signature) By:** \_\_\_\_\_

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

**(Print) Name:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**(Print) Title:** \_\_\_\_\_

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

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

**Signature:** \_\_\_\_\_

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

**Appendix A**

**Shareholder(s) name(s)**

No. 1. \_\_\_\_\_

No. 2. \_\_\_\_\_

No. 3. \_\_\_\_\_

**Shareholder(s) addresses during sublease period**

No. 1. \_\_\_\_\_

No. 2. \_\_\_\_\_

No. 3. \_\_\_\_\_

**Shareholder(s) telephone and fax numbers during sublease period**

No. 1. Home ( ) \_\_\_\_\_ Office ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_ Cell ( ) \_\_\_\_\_

No. 2. Home ( ) \_\_\_\_\_ Office ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_ Cell ( ) \_\_\_\_\_

No. 3. Home ( ) \_\_\_\_\_ Office ( ) \_\_\_\_\_ Fax ( ) \_\_\_\_\_ Cell ( ) \_\_\_\_\_

**FOR OFFICE USE ONLY**

[ ] Second Sublet: \_\_\_ Year Term From \_\_\_\_\_ to \_\_\_\_\_

[ ] Third Sublet \_\_\_ Year Term From \_\_\_\_\_ to \_\_\_\_\_

[ ] Fourth Sublet \_\_\_ Year Term From \_\_\_\_\_ to \_\_\_\_\_

[ ] Fifth Sublet \_\_\_ Year Term From \_\_\_\_\_ to \_\_\_\_\_

[List additional sublets, if any]

## **Rules Regarding the Sublet of Apartments**

This communication is to remind and update all Shareholders as to the rules of East River Housing Corporation (the "Corporation") on subletting of Apartments:

### 1. Board of Directors' Consent Required.

All sublets are subject to the prior written consent of the Board of Directors. Application for permission to sublet must be submitted to the Board, through its Sublease Review Committee, at least thirty (30) days in advance of the proposed sublet. Application forms, to be completed and submitted by the Shareholder and by the proposed sublessee, may be obtained from the Corporation's management office at East River Housing Corporation c/o Administrative Office 453 C. FDR Drive Rear Lobby Level New York, N.Y. 10002.

They must be accompanied by the information and documentation requested in the Application forms before they will be considered. All proposed sublessees must be interviewed by the Sublease Review Committee. A non-refundable sublet Application fee of \$1,200.00 for each proposed sublet must be paid by the proposed sublessee at the time of Application; checks should be made payable to East River Housing Corporation. If the sublet is a renewal of an existing subtenancy with no change in the occupants of the Apartment, then the non-refundable sublet Application fee is \$800.00; an additional non-refundable fee of \$250.00 is required for each change in the applicant and occupants. **The Shareholder must pay a monthly Sublet Fee to the Corporation as set forth in Article XIII of the Corporation's By-Laws, as the same may be amended and supplemented from time to time. A copy of current Article XIII is attached.**

The Committee and the Board will try to review the Application and reach a determination prior to the proposed sublet date, but such review and determination may be delayed because of other business of the Corporation or scheduling difficulties. In no event will the Corporation, the



Board, the Sublease Review Committee or the Corporation's employees or agents be responsible or liable in any manner because of such delay.

Sublets which have not been consented to by the Board in writing are violations of your Proprietary Lease and will subject you to legal action, the costs of which will be charged to you, and additional fees as set forth in By-Laws Article XIII.

2. The Lender's Consent. If the Shareholder has a loan outstanding with a bank or other lender, then the written consent of that lender will be required for the sublet as a condition to the review of the sublet Application. It is the Shareholder's obligation to obtain the consent and submit it to the Sublease Review Committee.

3. Term of Sublet; Limitation on Number of Sublets. The term of the Sublease shall be for twelve (12) months. Any renewal or extension of the Sublease shall be regarded as an additional sublet term and shall be for an additional twelve (12) months. The prior written approval of the Board of Directors is required for each sublet term, including renewals. In the case of renewals, Applications for renewal, on forms obtainable from the Sublease Review Committee, must be submitted by the Shareholder at least sixty (60) days in advance of the expiration of the sublet term.

Any violation by the Shareholder of this rule (or any other applicable rule) will subject the Shareholder to legal action, including eviction proceedings against the Shareholder and the unauthorized sublessee, and to additional fees as set forth in By-Laws Article XIII.

4. Sublet Fee. **As a condition to any sublet or sublet renewal, the Shareholder is required to pay to the Corporation a Sublet Fee in the amount set forth in Article XIII of the Corporation's By-Laws as the same may be amended and supplemented from time to time.**

The fee will be billed monthly as additional carrying/maintenance charges as part of the monthly

carrying/maintenance charges statement sent to the Shareholder. Failure by the Shareholder to pay the Sublet Fee will entitle the Corporation to invoke all the remedies available in the case of failure to pay carrying/maintenance charges, including the right to institute eviction proceedings against the Shareholder and the sublessee.

If a Shareholder sublets the Apartment without the Corporation's approval, then the Shareholder is nonetheless obligated to pay the Sublet Fee, and the billing or collection of the Sublet Fee by the Corporation shall be without prejudice or waiver of its right to take legal action against the Shareholder.

**The Sublet Fee shall constitute and be collectible as additional carrying/maintenance charges under the Proprietary Lease.**

The Sublet Fee may be changed from time to time by the Board of Directors, and the revised Sublet Fee will be applicable to all sublets and sublet renewals which become effective after the date on which the revised Sublet Fee becomes effective.

#### 5. The Shareholder's Responsibilities.

Notwithstanding an approved sublet, the Shareholder continues to be fully responsible for the performance of all the Shareholder's obligations as lessee under the Proprietary Lease between the Shareholder and the Corporation, including the timely payment of carrying/maintenance charges. In addition:

The Shareholder is responsible for any violation of the Lease by the sublessee. If the violation is not cured within the time periods specified in the Lease, the Shareholder is subject to all the consequences of such violation, including the right of the Corporation to institute eviction

proceedings.

The sublease between the Shareholder and the sublessee must be in writing, and on the form approved by the Board. Three (3) signed copies must be submitted to the Sublease Review Committee for review as part of the Application for Board approval of a sublet or sublet renewal.

The Shareholder alone is responsible for the sublessee vacating the Apartment at the end of the approved sublet term or at such earlier time as the sublet term may end, including the institution and diligent prosecution of eviction proceedings if necessary. If the sublessee fails to vacate, then that will constitute a violation by the Shareholder of the Lease with the Corporation.

The Shareholder is responsible for any damage, injury or expense or cost to the Corporation caused by the sublessee.

#### 6. The Sublet Agreement.

As a condition to approval by the Board of a request to sublet, the Shareholder is required to sign a Sublet Agreement in such form as is prescribed by the Corporation. The Sublet Agreement incorporates many of the terms stated in the Sublet Regulations, in addition to others.

#### 7. Move-In and Move-out Procedures and Deposit.

Once a sublet has been approved by the Board, the management office, must be notified by the sublessee of the proposed move-in date and time. Move-ins, as well as move-outs, are permitted only on Monday through Friday between the hours of 9:00 a.m. to 5:00 p.m., excluding holidays.

If the subleasing of the Apartment is approved by the Corporation, the Shareholder will be responsible for a \$500.00 Move-In-Move-Out Deposit, due before Sublessee moves in. The deposit will be refunded to the Shareholder (without interest) after the sublessee moves out of the building at the expiration of the sublet term. However, if damage is caused in the move-in or move-out, or if any sums are due the Corporation at the time of move-out, then the cost of repairs and the sums due will be deducted from the deposit. If the cost of repairs and the sums due amount to more than the deposit, then the sublessee and the Shareholder will each be liable for the entire difference.

If you wish to obtain Application forms or copies of the Sublet Agreement, or if you have any questions, please call Elliot Caplan at (212) 677-5858.

The proper regulation of sublets is a very important aspect of co-operative living. We ask your cooperation in abiding by these rules. Thank you.

Board of Directors

East River Housing Corporation



**East River Housing Corporation**  
**Sublet Renewal Application**

**NOTICE TO ALL SHAREHOLDERS WHO SUBLET APARTMENTS.**

This notice applies to all Shareholders who sublet their Apartments to subtenants who are not family members.

New York City Local Law 1 of 2004 (the “Lead Paint Law”) requires that all cooperative Apartment owners who sublet their Apartments to persons who are not family members must comply with the Lead Paint Law. Thus, it is your responsibility to comply with the Lead Paint Law and all of its provisions whenever you sublet your Apartment to anyone who is not a member of your family.<sup>1</sup>

Under the Lead Paint Law, you are required to send an initial notice and an annual notice (HPD form attached as “Appendix B”, English and Spanish) to your sublessee inquiring whether a child under seven (7) years of age lives within an Apartment, and you must conduct subsequent follow-up should that notice not be answered. The responsibility for the notice is yours. Because your failure to send such a notice may result in a violation being placed against the Cooperative, you are required to provide us with a copy of the notice and proof of your subsequent efforts to determine if children under seven years of age live in the Apartment. You must also notify us if you determine that a child under seven years of age lives in the Apartment. Failure to comply with the Lead Paint Law is a breach of Article 3, Section (5) of your Proprietary Lease, and the Cooperative reserves all rights under such Proprietary Lease, including, without limitation, the right not to approve any further sublets.

Moreover, note that you must comply with the Lead Paint Law when you conduct any repairs within a sublet Apartment where a child under seven years of age lives. You are required to demonstrate compliance with the Lead Paint Law for any work that you or the subtenant intend to conduct within the Apartment. Failure to comply with the Lead Paint Law (either by you or the subtenant) is a breach of Article 3, Section (5) of your Proprietary Lease, and the Cooperative reserves all rights under such Proprietary Lease, including, without limitation, the right not to approve any further sublets.

**East River Housing Corporation**  
**Sublet Renewal Application**

Should you have any questions regarding Local Law 1 of 2004, you should consult an attorney. Do not contact the Cooperative.

East River Housing Corporation  
Receipt Acknowledged:

<b>Sublessor(s)- Shareholder(s):</b>	_____	<b>Date:</b> _____
	(Print or type Name)	
	_____	
	(Signature)	
	_____	<b>Date:</b> _____
	(Print or type Name)	
	_____	
	(Signature)	
	_____	<b>Date:</b> _____
	(Print or type Name)	
	_____	
	(Signature)	
<b>Applicant One:</b>	_____	<b>Date:</b> _____
	(Print or type Name)	
	_____	
	(Signature)	
<b>Applicant Two (if any):</b>	_____	<b>Date:</b> _____
	(Print or type Name)	
	_____	
	(Signature)	

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<sup>1</sup> For this purpose, a “family member” is as applicable under the Lead Paint Law.

**East River Housing Corporation**  
**Sublet Renewal Application**

APPENDIX B

ANNUAL NOTICE FOR PREVENTION OF LEAD-BASED  
PAINT HAZARDS—INQUIRY REGARDING CHILD

You are required by law to inform the owner if a child under seven years of age resides or will reside in your dwelling unit (Apartment). If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. **IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD.** If you do not respond to this notice, the owner is required to attempt to inspect your Apartment to determine if a child under seven years of age resides there.

If a child under seven years of age does not reside in the unit now, but does come to reside in it at any time during the year, you must inform the owner in writing immediately. If a child under seven years of age lives in the unit you should also inform the owner immediately if you notice any peeling paint or deteriorated surfaces in the unit during the year. You may request that the owner provide you with a copy of any records required to be kept as a result of a visual inspection of your unit.

Please complete this form and return one copy to the owner or his or her agent or representative with the Application and thereafter by every February 15th. Keep one copy of this form for your records.

CHECK ONE:                    † A child under seven years of age resides in the unit.

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

\_\_\_\_\_ (Occupant signature)

Print Occupant's name, address and Apartment number: \_\_\_\_\_

RETURN THIS FORM TO: \_\_\_\_\_

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS  
OWNER COPY/OCCUPANT COPY



**East River Housing Corporation**  
**Sublet Renewal Application**

APENDICE B

AVISO AÑUAL PARA MEDIDAS DE PRECAUCION CON LOS PELIGROS DE PLOMO  
EN LA PINTURA-ENCUESTA RESPECTO AL NIÑO

Usted esta requerido por ley informarle al dueño si un niño menor de siete años de edad esta viviendo o vivirá con usted en su unidad de vivienda (apartamento). Si tal niño vive en la unidad, el dueño del edificio esta requerido hacer una inspección visual anualmente de la unidad para determinar la presencia peligrosa de plomo en la pintura. POR ESO ES IMPORTANTE QUE USTED LE DEVUELVA ESTE AVISO AL DUEÑO O AGENTE AUTORIZADO DEL EDIFICIO PARA PROTEGER LA SALUD DE SU NIÑO. Si usted no informa al dueño, el dueño esta requerido inspeccionar su apartamento para descubrir si un niño menor de siete años de edad esta viviendo en el apartamento.

Si un niño menor de siete años de edad no vive en la unidad ahora, pero viene a vivir en cualquier tiempo durante el año, usted debe de informar al dueño por escrito inmediatamente. Usted tambien debe de informarle al dueño por escrito si el niño menor de siete años de edad vive en la unidad y si usted observa que durante el año la pintura se deteriora o esta por pelarse sobre la superficie de la unidad, usted tiene que informarle al dueño inmediatamente. Usted puede solicitar que el dueño le de una copia de los archivos de la inspección visual hecha en su unidad.

Por favor de llenar este formulario y devolver una copia al dueño del edificio o al agente o representante antes de Febrero 15. Mantenga una copia de este formulario para su informacion.

MARQUE UNO:                    †Vive un niño menor de siete años de edad en la unidad.  
   †No vive un niño menor de siete años de edad en la unidad.

\_\_\_\_\_ (Firma del inquilino)

Nombre del inquilino, Dirección, Apartamento: \_\_\_\_\_

DEVUELVA ESTE FORMULARIO A: \_\_\_\_\_

INQUILINO: MANTENGA UNA COPIA PARA SU INFORMACION  
**COPIA DEL DUEÑO/COPIA DEL INQUILINO**



**East River Housing Corporation**  
**Sublet Renewal Application**

Extract from By-Laws of East River Housing Corporation Pertaining to Subletting  
(as in effect on and after September 9, 2015)

**ARTICLE XIII**

**SUBLETTING RULES AND PROCEDURES**

SECTION 1. Pursuant to the authority conferred by Article 3, Section 9 of the Proprietary Lease, the Corporation has adopted the following subletting policies:

- (a) All sublet arrangements are subject to prior written approval of the Board of Directors including review and approval by the Board of the proposed sublessee and all other proposed occupants of the apartment. A Stockholder may not sublet the Stockholder's apartment during the first two years after the date on which the Stockholder acquires title to the shares of the apartment, and for the first two years after the date on which another person is added as a Stockholder for the apartment.
- (b) Sublets for less than one year are not permitted. Sublets may be permitted for one year, and may be renewed for subsequent one year renewal terms, with Board approval for each annual renewal, provided there have been no violations of the Lease by the Stockholder or by the subtenant.
- (c) A sublet fee will be charged to the Stockholder. Such sublet fee will be equal to (i) 100% of the maintenance payable by the Stockholder to the Corporation for each of the first and second sublet years, (ii) 112.5% of the maintenance payable to the Corporation for each of the third and fourth sublet years; and (iii) 125% of the maintenance payable to the Corporation for the fifth sublet year and for each subsequent sublet year. The sublet fee will be billed monthly and will be collectible as additional maintenance, and failure to pay the sublet fee as and when due shall entitle Lessor to all the remedies provided herein and at law or equity for such nonpayment of maintenance.
- (d) The Stockholder will remain responsible to the Corporation for all payments due to the Corporation and for any and all violations of the Proprietary Lease, House Rules or Bylaws and any and all violations of law, by any subtenant or occupant of or visitor to the apartment.
- (e) No sublet that has been commenced or renewed without first obtaining the prior written approval of the Board of Directors will be approved after the fact. Any Stockholder who has entered into or who has renewed a sublet without first obtaining the prior written approval of the Board of Directors shall pay to the Corporation an amount equal to two times the total sublet fees for the entire period of the unauthorized sublet plus an additional amount equal to 25% of said total sublet fees, plus, if the unapproved sublet is for less than thirty (30) days, the additional sum of \$250.00 per day, all upon such terms and conditions as are determined by the Board of Directors. In addition to the foregoing, such Stockholder shall not be permitted to sublet until the later of (i) the date on which all fees and sums due hereunder are fully paid to the Lessor, or (ii) the date which is one year after the unauthorized sublet has terminated as determined by the Board of Directors.

**East River Housing Corporation**  
**Sublet Renewal Application**

- (f) Permission to sublet an apartment will not constitute permission to sublet any parking space leased by the tenant-stockholder.

**ARTICLE XIV**

**FEES**

SECTION 3. Subletting Fees. The Corporation may condition its consent to the subletting of any apartment, upon the payment by the Stockholder of subletting fees to the Corporation in an amount to be determined from time to time by the Board of Directors.