

**HILLMAN HOUSING CORPORATION**

**SUBLET RENEWAL APPLICATION**

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# Hillman Housing Corporation Sublet Renewal Application

## **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);<sup>\*</sup> **and**
  
  - (c) you have the right to dispute inaccurate information contained in a tenant screening report directly with the relevant consumer reporting agency.

<sup>\*</sup>Hillman 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.

# Hillman Housing Corporation Sublet Renewal Application

## I

### Requirements For The Renewal of a Sublease

The following is a list of the documentation required by the Board of Directors of Hillman Housing Corporation (the "Corporation"), for the renewal of a Sublease. The Applicant(s) must submit three (3) complete sets of all papers required by the Corporation for submission to the Board of Directors, consisting of one original and two copies of this Application and the documents listed below. All copies must be collated and presented in the exact order set forth below. The application will neither be accepted for processing nor 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 Corporation's Proprietary Lease or By-Laws or House Rules or Sublet Regulations as the same now exist and as they may be amended by the Corporation from time to time.

Sublet Fees are payable by the shareholder(s) in accordance with the Sublet Regulations and the By-Laws.

Please use additional sheets where needed.

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

**Address:** \_\_\_\_\_ **Grand Street, New York, New York 10002.**

1. Signed **Amendments** to Sublet Agreement and to Sublease.
2. Signed **Consumer Report Authorization**, with **Consent and Disclosure, Criminal History Report Form(s)**, for each Applicant and for each non-Subtenant occupant, 18 Years or Older, of the Apartment.
3. Signed and Notarized **Acknowledgement and Agreement that Harboring of Dogs or other Animals is Prohibited except in strict compliance with the Corporation's Rider and Regulations for Keeping Dogs.**
4. Affidavit that **only the Applicants and occupants listed in the Application will occupy the Apartment.** No other occupants will be permitted.
5. Good quality photo-identification of each Applicant (copy of passport, driver's license or passport size photo).
6. If the Sublessor(s) (shareholder(s)) have one or more outstanding loans, secured by a lien or liens on the shares of stock allocated to, and the proprietary lease for, the Apartment, then each **lender's consent to the extension and/or renewal of the Sublease** must be submitted in writing with this Application.
7. **A non-refundable teller's, bank official or certified check or money order** (no cash will be accepted) in the **amount of \$300.00 payable to Hillman Housing Corporation**, for the processing of this Application, including obtaining (a) a credit report with respect to bankruptcies filed by or against any Applicant; (b) a report of each Applicant's civil litigation and criminal history; (c) a report of the criminal history of all other persons 18 years of age or older who will occupy the Apartment; and (d) a social security number verification report with respect to each Applicant.

**Notice Regarding Non-English Language Documents:** Any document submitted with or in support of this Application that is in a language other than English must be accompanied by a translation into English, prepared and certified as complete and accurate by a commercial translation service.

When all the above documents are completed, **send the completed Application with all of the required documents and payment by mail or overnight courier to Hillman Housing Corporation, c/o Administrative Office, 530 Grand Street, New York 10002, Attn: Galina Palis.** Use the envelope supplied by the Cooperative Village Administrative Office. The telephone number of the Administrative Office is (212) 677-5858, Extension 314.

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After the completed Application has been processed and all reports referred to herein, have been received, the Application will be submitted to the Board of Directors for review and approval. The Applicant(s) will then be notified of the Board's decision. If the Board has approved the Application, the Applicant(s) will receive an executed copy of the Sublease Renewal Agreement with the Corporation's written consent.

**APPLICATIONS FOR RENEWAL 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 WILL SUBJECT THE SHAREHOLDER TO LEGAL ACTION, INCLUDING EVICTION PROCEEDINGS, AGAINST THE SHAREHOLDER AND ANY UNAUTHORIZED SUBLESSEE.**

An unapproved subtenancy (including an unapproved extension of a previously approved subtenancy) is a breach of the Proprietary Lease. The Corporation shall have all the rights and remedies available to it under the Proprietary Lease, the By-Laws and the Sublet Regulations.

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

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

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

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

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

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

# Hillman Housing Corporation Sublet Renewal Application

## II

### Notice to Applicants

#### Notices

Each Applicant acknowledges receipt of the following Notices.

#### Equal Housing Opportunity

The Corporation does not discriminate on the basis of race, color, religion, sex, handicap, national origin or familial status.

#### NOTICE OF NON-DISCRIMINATION

Approval by the Board of Directors of Hillman Housing Corporation of this Application and of the subleasing of the cooperative Apartment will be granted without any limitation, specification or discrimination as to race, creed, color, national origin, gender, age, disability, sexual orientation, marital status, alienage, citizenship or occupation or whether children are, may or would be residing with the Subtenant(s) of the Apartment.

#### NOTICE OF SUPREMACY

In the event there is any conflict between (a) the requirements of the Application or any documents, including but not limited to the Sublease, submitted with the Application and (b) the Corporation's governing documents, including its Certificate of Incorporation, its By-Laws, its Rules Regarding Sublet of Apartments, its Rules and Regulations for Keeping Dogs and the Proprietary Lease for the Apartment, the Corporation's governing documents, as may be amended from time to time, will govern and take precedence.

# Hillman Housing Corporation Sublet Renewal Application

## Notice Regarding Rules Regarding the Sublet of Apartments

The Corporation's Rules Regarding the Sublet of Apartments, as set forth in the Applicant's original Sublet Application, and all agreements of the Applicant with the Corporation as set forth in the original Sublet Application, continue to apply to the renewal/extension of the subletting except as may be expressly otherwise provided herein. Sublet Fees are to be computed and paid in accordance with the provisions of the By-Laws and Sublet Regulations as they now exist and as they may be amended from time to time.

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

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

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

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

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

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

STATE OF NEW YORK )  
) ss:  
COUNTY OF \_\_\_\_\_)

Sworn to before me this , day of \_\_\_\_ 20 \_\_\_\_.

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

[NOTARY'S STAMP OR SEAL]

# Hillman Housing Corporation Sublet Renewal Application

## III

### Amendment to Sublet Agreement

We refer to the Sublet Agreement (“**Sublet Agreement**”), dated \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ and \_\_\_\_\_ (together, “**Shareholder**”) and Hillman Housing Corporation (the “**Corporation**”). The Sublessee(s)’ name(s) is(are) as follows:  
**Sublessee No. 1:** \_\_\_\_\_ **Sublessee No. 2:** \_\_\_\_\_  
(together, “**Sublessee**”)

A. Shareholder requests that the Corporation approve the extension of the Sublease between the Shareholder and the Sublessee for an additional term, to the date forth in Section B, below.

B. This will set forth and confirm our agreement amending the Sublet Agreement as follows:

**1. All references to the Sublet Fee payable by the Shareholder to the Corporation are changed to mean a Sublet Fee in the amount set forth in the Sublet Regulations and the By-Laws as the same now exist and as the same may be amended by the Corporation from time to time.**

**2. The following is added at the end of the Sublet Agreement:**

“The term of the Sublease shall be extended for \_\_\_\_ additional months to \_\_\_\_\_, 20\_\_\_\_ [insert date of end of extended term].”

**As thus amended, the Sublet Agreement is ratified and confirmed and shall continue in full force and effect. This Amendment shall take effect immediately.**

C. The Shareholder acknowledges that the Corporation’s Rules Regarding the Sublet of Apartments, as set forth in the original Sublet Application, continue to apply to the renewal/extension of the subletting applied for except as may be expressly otherwise provided herein.



# Hillman Housing Corporation Sublet Renewal Application

D. The Corporation approves the extension of the Sublease as set forth above.

## Shareholder No. 1

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

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

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

## Hillman Housing Corporation

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

## Shareholder No. 2

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

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

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

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

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

## Shareholder No. 3

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

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

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

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

# Hillman Housing Corporation Sublet Renewal Application

## IV

### Amendment to Sublease

We refer to the Sublease (“Sublease”), dated \_\_\_\_\_, 20\_\_\_\_, between \_\_\_\_\_ and \_\_\_\_\_ [Shareholder(s)] and  
**Sublessee No. 1:** \_\_\_\_\_ **Sublessee No. 2:** \_\_\_\_\_  
(together, “Sublessee”) for Apartment No. \_\_\_\_\_ at \_\_\_\_\_ Grand Street, New York, New York.

This will set forth and confirm our agreement amending the Sublease as follows:

#### **The following is added to the Sublease:**

“The Term shall be extended for an additional \_\_\_\_\_ months, beginning \_\_\_\_\_, 20\_\_ and ending \_\_\_\_\_, 20\_\_\_\_. During the extended term of the Sublease for the said period, the total rent for the additional term of \_\_\_\_\_ months is \$ \_\_\_\_\_. You, the Subtenant will pay this rent in equal monthly payments of \$ \_\_\_\_\_ in advance to Shareholder on or before the first day of each month.”

As thus amended, the Sublease is ratified and confirmed and shall continue in full force and effect. This Amendment shall take effect immediately, subject to the approval of Hillman Housing Corporation.

#### **Shareholder No. 1**

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

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

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

#### **Shareholder No. 2**

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

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

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

#### **Shareholder No. 3**

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

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

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

#### **Sublessee No. 1**

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

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

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

#### **Sublessee No. 2**

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

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

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

# Hillman Housing Corporation Sublet Renewal Application

## V

### Consumer Report Authorization (Including Criminal History)

Each of the undersigned Applicants understands and agrees that, in connection with his/her Application for an extension of a Sublease for an apartment at the housing development owned by Hillman Housing Corporation (the "Corporation"), Apartment No. \_\_\_\_\_ located at \_\_\_\_\_ Grand Street, New York, New York 10002, (a) the Corporation intends to request consumer reports ("Reports") with respect to bankruptcies filed by or against any Applicant, each Applicant's civil litigation (including landlord-tenant court proceedings) and liens, history, criminal conviction history, a physical inspection of the Applicant's present residence (with all Applicants present), and a social security number verification report, and that, (b) when such Reports are requested, the Corporation 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 the Report mentioned above by the Corporation and/or its attorneys, Norris McLaughlin, PA, on the Corporation's behalf, and authorizes all credit agencies, landlords and former landlords and other persons and entities to release all such information and hereby releases them from any liability and responsibility for doing so. For the sole purposes of obtaining the Report and verifying his/her identity for purposes of 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. All such information is true and complete. Each of the undersigned Applicants understands that the Corporation will rely on this information.

**Each of the undersigned has read, completed and signed a copy of the attached Consent and Disclosure, Criminal History Report. (Make additional copies, as needed.)**

**A complete and signed Consent and Disclosure, Criminal History Report for each non-Applicant person over the age of eighteen (18) years who will reside in the Apartment, must also be signed and attached. (Page 11)**

**Print or Type:**

**Applicant One:** Last (Family) Name: \_\_\_\_\_

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_

\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(Birth Date)

\_\_\_\_\_  
(All Other Names Used in Past Ten Years)

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_, 20

**Applicant Two:** Last (Family) Name: \_\_\_\_\_

First Name: \_\_\_\_\_ Middle Name: \_\_\_\_\_

\_\_\_\_\_  
(Social Security Number)

\_\_\_\_\_  
(Birth Date)

\_\_\_\_\_  
(All Other Names Used in Past Ten Years)

**Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_, 20

# Hillman Housing Corporation Sublet Renewal Application

**FOR USE BY  
SUBTENANT  
APPLICANTS  
AND NON-SUBTENANT  
OCCUPANTS**

**CONSENT AND DISCLOSURE  
CRIMINAL HISTORY REPORT  
HILLMAN HOUSING CORPORATION**

Check as applicable:      APPLICANT #1 [\_\_\_];    APPLICANT #2 [\_\_\_];  
  
   OCCUPANT #1[\_\_\_]; OCCUPANT #2[\_\_\_]

**UNIT NUMBER AND ADDRESS OF APARTMENT APPLIED FOR:**  
Unit No. (the "Apartment") at \_\_\_\_\_ Grand Street, New York, NY 10002

I understand that Hillman Housing Corporation ("Hillman") may and will utilize the services of The Screening Pros to prepare a consumer report (the "Report", as described below) as part of the procedure for processing an application (the "Application") for approval of the renewal or extension of a sublet of the cooperative Apartment at Hillman's housing development. I am eighteen years or older and will reside in the Apartment.

I further understand that The Screening Pros will utilize the services of Transunion to obtain some or all of the information to be contained in the Report.

I understand that The Screening Pros and/or Transunion Report may include information consistent with federal and state law regarding my **criminal conviction history**.

I also understand that in the event adverse action is taken on the Application based, in whole or part, on information obtained in the Report, I will be provided by Hillman with the name, address and telephone number of the consumer reporting agency that provided the Report and a description in writing of my rights under the Fair Credit Reporting Act. Further, upon my request, Hillman will inform me whether any such Report has been requested.

I hereby consent to the obtaining of the information and the preparing of the Report described above, and authorize Hillman and/or its attorneys, Norris McLaughlin, PA on Hillman's behalf, to procure the consumer Report on my criminal history as described above from The Screening Pros and/or Transunion and direct The Screening Pros and/or Transunion to assemble and provide the Report to Hillman and/ or to Norris McLaughlin, PA., all in order for The Screening Pros to provide the Report to or for Hillman. To verify my identity for purposes of the background investigation for preparing the Report, I voluntarily provide my date of birth, social security number and other names by which I have been known and fully understand that age is not a consideration of approval of the Application for the renewal or extension of a sublet of the Apartment.

**ATTACH ADDITIONAL SHEETS, IF NEEDED.**

<b>First Name:</b>										<b>Date of Birth (MM/DD/YYYY):</b>									
<b>Last (Family) Name:</b>										<b>Middle Name/Initial:</b>									
<b>List All Other Names by Which the Undersigned has Been Known:</b>																			
<b>Current Address (Residence Street Address Only):</b>										<b># of yrs at this address:</b>									
<b>City:</b>					<b>State:</b>					<b>Zip Code:</b>									
<b>Most Recent Previous Address (Residence Street Address Only):</b>										<b># of yrs at this Address:</b>									
<b>City:</b>					<b>State:</b>					<b>Zip Code:</b>									
<b>Driver's License No.: (If you do not have a Driver's License insert "N/A")</b>										<b>State:</b>		<b>Social Security No.:</b>							

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_, 20\_\_

**Minnesota & Oklahoma Applicants Only:** I have the right to request a copy of my consumer report from The Screening Pros. By checking the box below, The Screening Pros will mail the consumer report directly to me. **Minnesota Applicants Only:** I have the right to make a written request to the consumer reporting agency to provide me with a complete and accurate disclosure of the nature of the scope of the consumer report.

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**FOR USE BY  
SUBTENANT  
APPLICANTS  
AND NON-SUBTENANT  
OCCUPANTS**

**CONSENT AND DISCLOSURE  
CRIMINAL HISTORY REPORT  
HILLMAN HOUSING CORPORATION**

Check as applicable:      APPLICANT #1 [\_\_\_];    APPLICANT #2 [\_\_\_];  
  
   OCCUPANT #1[\_\_\_]; OCCUPANT #2[\_\_\_]

**UNIT NUMBER AND ADDRESS OF APARTMENT APPLIED FOR:**  
Unit No. (the "Apartment") at \_\_\_\_\_ Grand Street, New York, NY 10002

I understand that Hillman Housing Corporation ("Hillman") may and will utilize the services of The Screening Pros to prepare a consumer report (the "Report", as described below) as part of the procedure for processing an application (the "Application") for approval of the renewal or extension of a sublet of the cooperative Apartment at Hillman's housing development. I am eighteen years or older and will reside in the Apartment.

I further understand that The Screening Pros will utilize the services of Transunion to obtain some or all of the information to be contained in the Report.

I understand that The Screening Pros and/or Transunion Report may include information consistent with federal and state law regarding my **criminal conviction history**.

I also understand that in the event adverse action is taken on the Application based, in whole or part, on information obtained in the Report, I will be provided by Hillman with the name, address and telephone number of the consumer reporting agency that provided the Report and a description in writing of my rights under the Fair Credit Reporting Act. Further, upon my request, Hillman will inform me whether any such Report has been requested.

I hereby consent to the obtaining of the information and the preparing of the Report described above, and authorize Hillman and/or its attorneys, Norris McLaughlin, PA on Hillman's behalf, to procure the consumer Report on my criminal history as described above from The Screening Pros and/or Transunion and direct The Screening Pros and/or Transunion to assemble and provide the Report to Hillman and/ or to Norris McLaughlin, PA., all in order for The Screening Pros to provide the Report to or for Hillman. To verify my identity for purposes of the background investigation for preparing the Report, I voluntarily provide my date of birth, social security number and other names by which I have been known and fully understand that age is not a consideration of approval of the Application for the renewal or extension of a sublet of the Apartment.

**ATTACH ADDITIONAL SHEETS, IF NEEDED.**

<b>First Name:</b>										<b>Date of Birth (MM/DD/YYYY):</b>									
<b>Last (Family) Name:</b>										<b>Middle Name/Initial:</b>									
<b>List All Other Names by Which the Undersigned has Been Known:</b>																			
<b>Current Address (Residence Street Address Only):</b>										<b># of yrs at this address:</b>									
<b>City:</b>					<b>State:</b>					<b>Zip Code:</b>									
<b>Most Recent Previous Address (Residence Street Address Only):</b>										<b># of yrs at this Address:</b>									
<b>City:</b>					<b>State:</b>					<b>Zip Code:</b>									
<b>Driver's License No.: (If you do not have a Driver's License insert "N/A")</b>										<b>State:</b>		<b>Social Security No.:</b>							

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_, 20\_\_

**Minnesota & Oklahoma Applicants Only:** I have the right to request a copy of my consumer report from The Screening Pros. By checking the box below, The Screening Pros will mail the consumer report directly to me. **Minnesota Applicants Only:** I have the right to make a written request to the consumer reporting agency to provide me with a complete and accurate disclosure of the nature of the scope of the consumer report.

# Hillman Housing Corporation Sublet Renewal Application

## VI

### **Acknowledgment and Agreement that the Harboring of Dogs or Other Animals is Prohibited Except in Strict Compliance With the Rules and Regulations for Keeping Dogs.**

As a material inducement to Hillman Housing Corporation (the "Corporation") to approve the subletting to the undersigned Applicant(s) of Apartment No. \_\_\_\_\_ (the "Apartment"), located at \_\_\_\_\_ Grand Street, , New York, New York and to approve the Sublease (the "Sublease") signed by the Applicant(s) and the Sublessor(s) (Shareholder(s)) on the Corporation's form of Sublease and submitted to the Corporation as a part of this Application, each of the undersigned acknowledges, understands, warrants, represents and agrees with the Corporation, and affirms under penalty of perjury, 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 except in strict compliance with the Corporation's Rules and Regulations for Keeping Dogs annexed hereto, and that to do so will constitute a material breach of the Sublease and of the Sublessor's Proprietary Lease (the "Proprietary Lease") for the Apartment from the Corporation and a violation of a substantial obligation of tenancy and of the Applicant's subtenancy, which will subject the undersigned to termination by the Corporation of the undersigned's Sublease, pursuant to this Acknowledgement and Agreement and as a third-party beneficiary of the provisions of the Sublease, entitling the Corporation to invoke all the remedies prescribed in such Sublease for breach, including but not limited to the right to commence legal action against Applicant(s) for eviction from the Apartment and may also subject the Sublessor(s) Proprietary Lease to termination and to legal action for eviction from the Apartment.
- (b) In addition to the warranties and representations set forth in paragraph (a) above that no dogs will be harbored, kept or possessed in the Apartment except in strict compliance with the Corporation's Rules and Regulations for Keeping Dogs annexed hereto, 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 a material breach of the Sublease and the Proprietary Lease and a violation of a substantial obligation of tenancy and of the Applicant's subtenancy, which will subject the undersigned to termination by the Corporation of the undersigned's Sublease, pursuant to this Acknowledgement and Agreement and as a third-party beneficiary of the provisions of the Sublease, entitling the Corporation to invoke all the remedies prescribed in such Sublease for breach, including but not limited to the right to commence legal action against Applicant(s) for eviction from the Apartment and may also subject the Sublessor(s) Proprietary Lease to termination 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.

# Hillman Housing Corporation Sublet Renewal Application

- (c) None of the Applicants and no person who will be an occupant of the Apartment at the Corporation owns a dog except as specified below, or other animal as defined above:

List and Describe the Dog that will be kept in the Apartment: \_\_\_\_\_

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

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

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

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

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

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

STATE OF NEW YORK )  
) ss:  
COUNTY OF \_\_\_\_\_)

Sworn to before me this \_\_ day of \_\_\_\_\_ 20 .

\_\_\_\_\_  
Notary Public  
[NOTARY'S STAMP OR SEAL]

Hillman Housing Corporation Sublet Renewal Application

VII

Affidavit as to Applicants and Occupants
in Sublet Apartment

As a material inducement to Hillman Housing Corporation (the "Corporation") to approve the extension of the subletting to the undersigned Applicant(s) of Apartment No. \_\_\_\_\_(the "Apartment"), located at \_\_\_\_\_Grand Street, New York, New York, and to approve the extension or renewal of the Sublease (the "Sublease") signed by the Applicant(s) and the Sublessor(s) (Shareholder(s)) on the Corporation's form of Amendment of Sublease submitted to the Corporation as part of this Application, each of the undersigned acknowledges, understands, warrants, represents and agrees with the Corporation that:

No person other than the Applicant(s) signing below and the Occupant(s) listed below shall occupy the Apartment during the extended term of the Sublease for which approval is requested by this Application.

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

Applicant Two (if any): \_\_\_\_\_

Occupant One (if any): \_\_\_\_\_

Occupant Two (if any): \_\_\_\_\_

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

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

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

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

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

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

STATE OF NEW YORK )
) ss:
COUNTY OF \_\_\_\_\_)

Sworn to before me this \_\_\_ day of \_\_\_\_\_ 20\_\_ .

\_\_\_\_\_  
Notary Public
[NOTARY'S STAMP OR SEAL]



# Hillman Housing Corporation Sublet Renewal Application

## VIII

### 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 Corporation, 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 Corporation 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 Corporation reserves all rights under such Proprietary Lease, including, without limitation, the right not to approve any further sublets.

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

**Hillman Housing Corporation**

**(Acknowledgement of Receipt on Next Page)**

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

# Hillman Housing Corporation Sublet Renewal Application

## Receipt of "Notice to All Shareholders who Sublet Apartments" is Acknowledged:

### (Sublessor(s) Shareholder(s)):

(1) Signature: \_\_\_\_\_

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

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

(2) Signature: \_\_\_\_\_

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

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

(3) Signature: \_\_\_\_\_

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

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

### (Applicant) Sublessee No. 1

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

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

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

### (Applicant) Sublessee No. 2

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

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

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

# Hillman Housing Corporation Sublet Renewal Application

## 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 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 by 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

## Hillman Housing Corporation Sublet Renewal Application

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

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

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