

GRAMERCY PARK OWNERS CORP. – Sublet Application

Dear Prospective Resident:

Thank you for your interest in Gramercy Park Owners Corp.- 26 Gramercy Park South.

Enclosed is your Sublet Application. Please read all pages carefully and make sure to complete the application in its entirety. Applications that are incomplete or missing any documentation will not be accepted for processing and will be returned to the applicant.

Please complete and forward the application, along with required documents and fees, directly to Argo Real Estate, LLC for processing.

For your convenience, a digital copy of this application is available as a fillable PDF on our website www.argo.com.

If you have any questions regarding your application or interview procedures, please contact the Transfer Department at Argo Real Estate on (212) 896-8697.

Sincerely,

ARGO REAL ESTATE, LLC

Transfer Department

Please be advised:

-a sub-tenant may NOT move any belongings of theirs into the apartment without first being interviewed by the board of directors and fully approved.

-this sublease term must be for a one (1) year period only (no shorter, no longer). The board of directors will consider renewal of a sublease for up to one (1) year term (except in the case of a death of a shareholder), if a written request is made no sooner than 90 days and no later than 60 days prior to the expiration of the current one year term.

- there is a monthly sublet fee equal to 10% of the monthly maintenance that will be billed directly to the shareholder's maintenance account.

GRAMERCY PARK OWNERS CORP. – Required Documents & Important Information

The following is a list of the items that you are required to submit for the board to review your application. Please be sure to provide all the information requested. Applications received that are missing ANY of the following items will NOT be accepted for processing and will be returned to the applicant.

Important Information (please read carefully before completing your application)

Please submit one (1) original, and eight (8) collated sets of the completed application package. Please make sure that application packages contain ALL required documentation. All documents should be provided as single sided (NOT printed on both sides), and be free of any staples or small paper clips. Required documents may be separated by dividers. Please note that documents will not be returned and that the applicant is advised to retain a copy for their records.

1. No application will be considered by the board until the shareholder is current on all obligations to the corporation.
2. The Board of Directors may request additional information and/or documentation to support the information provided with the application.

Complete & Return the Following Forms Provided

- 1. Sublet Application (5 pages)
MUST BE COMPLETED IN ITS ENTIRETY & SIGNED. APPLICATION WILL NOT BE REVIEWED IF SECTIONS ARE LEFT BLANK. MUST BE TYPED OR PRINTED LEGIBLY IN BLACK OR BLUE INK
- 2. Sublet Fees Acknowledgement Form (1 page)
MUST SIGNED BY APPLICANT(S).
- 3. Credit Report Authorization Form (1 page)
MUST INCLUDE SOCIAL SECURITY NUMBER AND US RESIDENTIAL ADDRESS (NO P.O. BOXES) MUST BE TYPED OR PRINTED LEGIBLY IN BLACK OR BLUE INK
- 4. House Rules Acknowledgement Form (1 page)
MUST BE SIGNED BY APPLICANT(S).
- 5. Pet Rider Form (1 page)
MUST BE SIGNED BY APPLICANT(S).
- 6. Move In Authorization Form (1 page)
MUST BE SIGNED BY APPLICANT(S).
- 7. Rider to Lease Form (1 page)
MUST BE SIGNED BY SHAREHOLDER AND APPLICANT(S).
- 8. Lead Paint and/or Lead-Based Paint Hazards Disclosure (1 page)
MUST BE SIGNED AND INITIALED BY ALL PARTIES (LESSOR, LESSEE, AND AGENT(S) IF APPLICABLE)
- 9. Window Guards Notice (1 page)
MUST BE SIGNED BY APPLICANT(S).
- 10. Bed Bug Affidavit (1 page)
MUST BE SIGNED BY BOTH SHAREHOLDER AND SUBTENANT

Provide the Following Documentation

- 1. Copy of Sublease, including all riders if applicable (Blumberg Form #193 ONLY – Sample Attached)
MUST BE EXECUTED BY ALL PARTIES.
Available for purchase at: <http://www.blumberglegalforms.com/Forms/193.pdf>
- 2. Employment & Salary / Income Verification Letter
MUST BE ON COMPANY LETTERHEAD AND INCLUDE SALARY, LENGTH OF EMPLOYMENT, AND SUPERVISOR/HR CONTACT DETAILS.
IF SELF EMPLOYED PLEASE ENCLOSE A NOTARIZED LETTER FROM YOUR C.P.A.
- 3. Two (2) Business/Professional Reference Letters
MUST BE ON COMPANY LETTERHEAD, SIGNED, DATED, AND INCLUDE REFEREE'S CONTACT INFORMATION.
(NO SUBORDINATES OR FAMILY MEMBERS CAN BE USED)
- 4. Two (2) Personal Reference Letters
MUST BE SIGNED, DATED, AND INCLUDE REFEREE'S CONTACT INFORMATION.
(NO SUBORDINATES OR FAMILY MEMBERS CAN BE USED)
- 5. Current Landlord / Managing Agent Reference Letter
MUST INCLUDE MONTHLY RENT, LENGTH OF OCCUPANCY, REFEREE'S CONTACT INFORMATION, AND BE SIGNED & DATED.
IF YOU CURRENTLY OWN YOUR OWN HOME, PLEASE PROVIDE PROOF OF OWNERSHIP AND EXPLANATION OF PLANS FOR THAT RESIDENCE.
- 6. Latest Federal Income Tax Returns
MUST INCLUDE ALL SCHEDULES & PAGES, AND BE SIGNED. APPLICATIONS SUBMITTED AFTER APRIL 15TH MUST INCLUDE MOST RECENT TAX RETURN OR A COPY OF YOUR EXTENSION AND THE TAX RETURN FOR THE PREVIOUS YEAR.
- 7. W2 forms and/or 1099 forms.
- 8. Bank Reference Letter(s)
MUST BE SIGNED, DATED AND STATE TYPE OF ACCOUNT, AMOUNT ON DEPOSIT IN DOLLARS AND AGE OF ACCOUNT.

Additional Information (for your review only, please DO NOT return)

- 1. House Rules and Policies
 - 2. "Protect Your Family from Lead in Your Home" EPA Pamphlet.
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Address for Delivery of Application Packages

Please submit all completed application packages, along with fees, directly to:

ARGO REAL ESTATE, LLC
Attn: Transfer Department
50 W. 17th Street, 7th Floor
New York, NY 10011

All inquiries concerning applications and interview procedures should be directed to the Transfer Department at Argo Real Estate (212) 896-8697.

GRAMERCY PARK OWNERS CORP. – Sublet Application Fees Acknowledgement

The following is the schedule of fees required with the submission of all applications. All checks can be personal checks unless otherwise noted.

Fees Due Upon Submission

1.	\$750.00	Application Processing Fee (non-refundable)	Payable to: ARGO REAL ESTATE, LLC
2.	\$45.00	Credit Check Fee / per person (non-refundable)	Payable to: ARGO REAL ESTATE, LLC
3.	\$500.00	Move In Deposit from Subtenant (refundable)	Payable to: GRAMERCY PARK OWNERS CORP.
4.	\$500.00	Move Out Deposit from Shareholder (refundable)	Payable to: GRAMERCY PARK OWNERS CORP.

Other Fees

1.	\$	Monthly Sublet Fee*	Payable to: GRAMERCY PARK OWNERS CORP.
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*Please note there is a monthly sublet fee equal to 10% of the monthly maintenance that will be billed directly to the shareholder's maintenance account.

AUTHORIZATION OF ELECTRONIC DEBIT:

You are hereby on notice that all checks submitted to this office can be processed electronically, at first presentment and any re-presentments, by transmitting the amount of the check, routing number, account number and check serial number to your financial institution. By submitting a check for payment, you are authorizing us to initiate an electronic debit from your bank or asset account as early as the same day the check is received in our office. Please note that you will not receive a cancelled check with your bank or asset account statement with respect to any checks processed electronically, but such amounts will appear as debits on the statement issued by your bank or asset account.

Fees Acknowledgement

I /We hereby acknowledge that all fees paid pursuant to this application are non-refundable unless otherwise noted.

Applicant's Signature

Date:

Co- Applicant's Signature

Date:

50 West 17th Street, New York, NY 10011
T: 212.896.8600 | F: 212.896.8666 | argo.com

Co-op Sublet Application Information

Building Address: _____ Apt #: _____
Monthly Rent: _____ Annual Rent: _____
Security Deposit: _____ Length of Lease: _____
Lease Start Date: _____ Lease End Date: _____
Special Conditions (if any): _____

Shareholder(s) / Overtenant(s)

Primary Shareholder: _____
Additional Shareholder: _____
Present Address: _____ City: _____ State: _____ Zip: _____
Forwarding Address: _____ City: _____ State: _____ Zip: _____
Phone: _____ Cell: _____ Email: _____
Shareholder's Broker (if any): _____ Phone: _____ Email: _____

Applicant(s) / Undertenant(s)

Applicant Name: _____ SS#: _____
Phone: _____ Cell: _____ Email: _____
Co-Applicant Name: _____ SS#: _____
Phone: _____ Cell: _____ Email: _____
Applicant's Broker (if any): _____ Phone: _____ Email: _____

Landlord / Co-op Corporation

Co-op Corporation Name: _____
Address for Notices: _____ City: _____ State: _____ Zip: _____
c/o (Managing Agent): _____
Date of Overlease / Proprietary Lease: _____

Residence History

Applicant

Present Address: _____ City: _____ State: _____ Zip: _____

Length of Residency: _____ Monthly Rent / Mortgage Payment: _____

Landlord / Managing Agent: _____ Phone: _____ Fax: _____

If owned, list Mortgage Lender and Account Number: _____

Previous Address: _____ City: _____ State: _____ Zip: _____

Length of Residency: _____ Monthly Rent / Mortgage Payment: _____

Landlord / Managing Agent: _____ Phone: _____ Fax: _____

If owned, list Mortgage Lender and Account Number: _____

Co-Applicant

Present Address: _____ City: _____ State: _____ Zip: _____

Length of Residency: _____ Monthly Rent / Mortgage Payment: _____

Landlord / Managing Agent: _____ Phone: _____ Fax: _____

If owned, list Mortgage Lender and Account Number: _____

Previous Address: _____ City: _____ State: _____ Zip: _____

Length of Residency: _____ Monthly Rent / Mortgage Payment: _____

Landlord / Managing Agent: _____ Phone: _____ Fax: _____

If owned, list Mortgage Lender and Account Number: _____

Employment Information

Applicant

Employer: _____ Phone: _____ Fax: _____

Business Address: _____ City: _____ State: _____ Zip: _____

Length of Employment: _____ Annual Income: _____

Co-Applicant

Employer: _____ Phone: _____ Fax: _____

Business Address: _____ City: _____ State: _____ Zip: _____

Length of Employment: _____ Annual Income: _____

Business / Professional References

Applicant

Co-Applicant

1. Name: _____

1. Name: _____

Company: _____

Company: _____

Address: _____

Address: _____

Title / Position: _____

Title / Position: _____

Phone: _____

Phone: _____

2. Name: _____

2. Name: _____

Company: _____

Company: _____

Address: _____

Address: _____

Title / Position: _____

Title / Position: _____

Phone: _____

Phone: _____

Personal References

Applicant

Co-Applicant

1. Name: _____

1. Name: _____

Address: _____

Address: _____

Relationship to Applicant: _____

Relationship to Applicant: _____

Phone: _____

Phone: _____

2. Name: _____

2. Name: _____

Address: _____

Address: _____

Relationship to Applicant: _____

Relationship to Applicant: _____

Phone: _____

Phone: _____

Bank References

Applicant

Co-Applicant

Checking Account #: _____

Checking Account #: _____

Bank: _____

Bank: _____

Savings Account #: _____

Savings Account #: _____

Bank: _____

Bank: _____

Additional Information

Please list the name, relationship and Social Security Number of each person who will reside in the apartment (be sure to include yourself as a proposed occupant(s)).

Name

Relationship

Social Security No.

Additional Information [cont]

Please answer the following: (if any of these questions are answered "YES", please provide details in the space provided or attach additional pages if needed)

1. Do the applicants own any Real Property or Co-operative Apartments? YES NO
 if yes list address (es): _____
 Lender: _____ Balance of Loan: _____ Current Market Value: _____
2. Are you now, or in the past five (5) years have you been, privy to any lawsuits or other legal actions? YES NO
 please describe: _____
3. Has the applicant(s) and/or occupant(s) ever been convicted of a felony? YES NO
 please describe: _____
4. Are there any outstanding judgments against you? YES NO
 please describe: _____
5. Is either the Applicant or Co-Applicant obliged to pay Alimony, Child Support, or Separate Maintenance? YES NO
 please describe: _____
6. Is either the Applicant or Co-Applicant party in a lawsuit? YES NO
 please describe: _____
7. Do you plan to keep any pets in this apartment? YES NO
 please describe (species/breed/weight/age/etc): _____
8. Do you plan to play any musical instruments in this apartment? YES NO
 please describe: _____

Representations / Authorizations

The undersigned applicant(s) understand(s) that the consent of the co-operative board is required under the terms of the proprietary lease to the proposed sublet thereof and that the board of directors will rely on the information furnished above. The undersigned applicant(s) also agree(s) to meet in person with representatives of the corporation. Applicant(s) understand(s) that the corporation reserves the right to request further information from the Applicant(s). The co-operative corporation, its officers, agents, and board of directors shall have no liability with respect to any matter or concerning any act of the shareholder in connection with any contact contemplated herein. This application is submitted on behalf of the current shareholder(s) listed on this application and are to whom the co-operative corporation will respond. The applicant(s) understand(s) that he has no contractual or other relationship with the co-operative corporation and any claims are limited solely to the shareholder. The shareholder(s) and applicant(s) represent to the co-operative corporation, its board of directors, officers, and agents that the applicant(s) are subleasing the premises for the purpose of occupying same as a principal residence. The applicant(s) represent(s) that he will not allow any person or persons to occupy the premises except in accordance with the provisions of the proprietary lease, by-laws, and rules and regulations of the co-operative corporation as same may be amended from time to time. The applicants) further represent(s) that the premises will be occupied only by those persons listed on this application. Said representations will survive the entire lease period and any subsequent lease periods. All the representations and statements made by the shareholder(s) and applicant(s) are made with full knowledge that they will be relied upon by the co-operative corporation, its board of directors, officers, and agents in connection with the application of the shareholder(s) and applicant(s) represent(s) that they are familiar with the proprietary lease, the by-laws, and rules and regulations of the co-operative corporation, as some have been amended and will comply with all the provisions thereof. The co-operative corporation, its board of directors, officers, and agents may rely upon this representation.

Applicant's Signature	Date:	Co-Applicant's Signature	Date:
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Shareholder Signature	Date:	Shareholder Signature	Date:
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The undersigned authorizes the co-operative corporation or its agents to retain a credit reporting agency. This agency may obtain, prepare and furnish credit reports on my/our character, general reputation, personal characteristics, and mode of living. (The above complies with Section 606 of the Fair Credit Reporting Act.)

Applicant's Signature	Date:	Co-Applicant's Signature	Date:
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Guarantor Information (if required)

Please complete this section if you will be having a third party guarantee your full performance of the Lease.

Guarantor: _____ SS#: _____

Phone: _____ Cell: _____ Email: _____

Current Address: _____ City: _____ State: _____ Zip: _____

Employer: _____ Phone: _____ Fax: _____

Business Address: _____ City: _____ State: _____ Zip: _____

Length of Employment: _____ Annual Income: _____

Relationship to Applicant(s): _____

Any individual acting as a guarantor will need to provide the following supporting documentation:

1. Employment & Salary / Income Verification Letter
2. Bank Statement(s) for ALL Accounts (previous two (2) months)
3. Latest Federal Income Tax Returns, W2 forms and/or 1099 forms
4. Credit Report Authorization (and applicable fee)

Representations / Authorizations

The undersigned applicant(s) understand(s) that the consent of the co-operative board is required under the terms of the proprietary lease to the proposed sublet thereof and that the board of directors will rely on the information furnished above. The undersigned applicant(s) also agree(s) to meet in person with representatives of the corporation. Applicant(s) understand(s) that the corporation reserves the right to request further information from the Applicant(s). The co-operative corporation, its officers, agents, and board of directors shall have no liability with respect to any matter or concerning any act of the shareholder in connection with any contact contemplated herein.

This application is submitted on behalf of the current shareholder(s) listed on this application and are to whom the co-operative corporation will respond. The applicant(s) understand(s) that he has no contractual or other relationship with the co-operative corporation and any claims are limited solely to the shareholder.

The shareholder(s) and applicant(s) represent to the co-operative corporation, its board of directors, officers, and agents that the applicant(s) are subleasing the premises for the purpose of occupying same as a principal residence. The applicant(s) represent(s) that he will not allow any person or persons to occupy the premises except in accordance with the provisions of the proprietary lease, by-laws, and rules and regulations of the co-operative corporation as same may be amended from time to time. The applicants) further represent(s) that the premises will be occupied only by those persons listed on this application. Said representations will survive the entire lease period and any subsequent lease periods.

All the representations and statements made by the shareholder(s) and applicant(s) are made with full knowledge that they will be relied upon by the co-operative corporation, its board of directors, officers, and agents in connection with the application of the shareholder(s) and applicant(s) represent(s) that they are familiar with the proprietary lease, the by-laws, and rules and regulations of the co-operative corporation, as some have been amended and will comply with all the provisions thereof. The co-operative corporation, its board of directors, officers, and agents may rely upon this representation.

The undersigned authorizes the co-operative corporation or its agents to retain a credit reporting agency. This agency may obtain, prepare and furnish credit reports on my/our character, general reputation, personal characteristics, and mode of living. (The above complies with Section 606 of the Fair Credit Reporting Act.)

Guarantor's Signature Date:

Credit Report Authorization (page 1 of 2)

I/We authorize Argo Real Estate LLC and or/its agents to obtain a tenant background search or consumer report through **CoreLogic Saferent c/o Consumer Relations Department** 7300 Westmore Road, Suite 3, Rockville, MD 20850-523 and any other information it deems necessary, for the purpose of evaluating my application. I/We understand that such information may include, but is not limited to credit history, housing court, sex offender search, criminal background check, employment/income verification, prior residency verification and/or any other necessary information. I/We understand that subsequent consumer reports may be obtained and utilized under this authorization in connection with an update, renewal, extension or collection, with respect to or in connection with the rental of a residence for which application was made. I/We agree to hold the above named company and procurer or furnisher of information, free from any liability what-so-ever in the use, procurement, or furnishing of such information. I/We further consent and authorize Argo Real Estate LLC and/or its agents to furnish this information to the Board of Directors, and/or its agents of the cooperative building or condominium to which I/We have applied, or to the Landlord of the rental apartment and his/her agents.

Pursuant to federal and state law:

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

Signature of Applicant

Date

Signature of Co-Applicant

Date

Signature of Guarantor

Date

Credit Report Authorization Form (page 2 of 2)

Applicant's Name (print)

Applicant's Signature

Social Security #: _____ Date of Birth: _____ Phone: _____

Current Address: _____ City: _____ State: _____ Zip: _____

Co-Applicant's Name (print)

Co-Applicant's Signature

Social Security #: _____ Date of Birth: _____ Phone: _____

Current Address: _____ City: _____ State: _____ Zip: _____

Guarantor's Name (print)

Guarantor's Signature

Social Security #: _____ Date of Birth: _____ Phone: _____

Current Address: _____ City: _____ State: _____ Zip: _____

Authorization for Electronic Debit:

You are hereby on notice that all checks submitted to this office can be processed electronically, at first presentment, and any re-presentments, by transmitting the amount of the check, routing number, account number and check serial number of your financial institution. By submitting a check for payment, you are authorizing us to initiate an electronic debit from your bank or asset account as early as the same day the check is received in our office. Please note that you will not receive a cancelled check with your bank or asset account statement with respect to any checks processed electronically, but such amounts will appear as debits on the statement issued by your bank or asset account.

**Disclosure of information on Lead-based Paint and/or Lead-Based Paint Hazards
RENTALS**

Property Address: _____

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 are present 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 records or reports pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

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

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

Agent's Acknowledgment (initial)

(e) ___ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 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 have provided is true and accurate.

LESSOR

DATE

CO-LESSOR

DATE

LESSEE

DATE

CO-LESSEE

DATE

AGENT

DATE

AGENT

DATE

Notice to Tenant or Occupant

WINDOW GUARDS REQUIRED

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, or to fail to complete and return this form to your landlord.

Check One:

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

Tenant's Name: _____
(Print)

Tenant's Signature: _____ Date: _____

Tenant's Address: _____ Apt #: _____

RETURN THIS FORM TO:



FOR FURTHER INFORMATION CALL:

Window Falls Prevention Program (212) 676-2158
New York City Department of Health
125 Worth Street, Room 222A
New York, NY 10013

SUBLEASE AGREEMENT

<p>Date of this Sublease:</p> <p>Parties to this Sublease:</p> <p>Information from Over-Lease:</p>	<p>The parties agree as follows:</p> <p>Overtenant: Address for notices:</p> <p>You, the Undertenant: Address for notices;</p> <p>If there is more than one Overtenant or Undertenant, the words Overtenant and Undertenant used in the Sublease include them.</p> <p>Landlord: Address for notices: c/o Argo Real Estate, LLC 50 West 17th Street, 7th Floor New York, NY 10011</p> <p>A copy of the Over-Lease is attached as an important part of the Sublease.</p>
<p>Term:</p> <p>Premises rented:</p> <p>Use of Premises:</p>	<p>1. Twelve (12) months: beginning: and ending</p> <p>2. Unit#</p> <p>3. The Premises may be used for residential purposes only.</p>
<p>Rent:</p>	<p>4. The yearly rent is \$ You, the Undertenant, will pay this yearly rent to the Overtenant in twelve (12) equal monthly payments of \$</p>
<p>Security:</p>	<p>5. The security for the Undertenant's performance is \$ • Overtenant states that Overtenant has received it. Security deposit will be refunded after vacating the premises and all keys have been returned to the Property Manager, less any costs for damage caused by Undertenant.</p>
<p>Agreement to lease and pay rent:</p>	<p>6. Overtenant sublets the premises to you, the Undertenant, for the term. Overtenant states that it has the authority to do so. You, the Undertenant, agree to pay the rent and other charges as required in the Sublease. You, the Undertenant, agree to do everything required of you in the Sublease.</p>
<p>Subject to:</p>	<p>7. The Sublease is subject to the attached Over-Lease. It is also subject to any agreement to which the Over-Lease is subject. You, the subtenant, state that you have read and initialed the overlease and will not violate it. All notices in the sublease shall be by certified mail return receipt requested.</p>
<p>Overtenant's duties:</p>	<p>8. The Over-Lease describes the Landlord's duties. The Overtenant is not obligated to perform the Landlord's duties. If the Landlord fails to perform, you, the Undertenant, must send the Overtenant a notice. Upon receipt of the notice, the Overtenant shall then promptly notify the landlord and demand that the Over-Lease agreement be carried out. The Overtenant shall continue the demands until the Landlord performs.</p>
<p>Consent:</p>	<p>9. Landlord's consent to the Sublease is required. If Landlord's consent is not received, the Sublease will be void. In such event all parties are automatically released and all payments shall be refunded to you, the Undertenant.</p>
<p>Adopting the Over-Lease:</p>	<p>10. The provisions of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease applying to the Overtenant are binding on you, the Undertenant.</p>

No authority:	11. You, the Undertenant, have no authority to contact or make any agreement with the Landlord about the Premises or the Over-Lease. You, the Undertenant, may not pay rent or other charges to the Landlord, but only to the Overtenant
Successors:	12. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights or take the place of the Overtenant or you, the Undertenant. Examples are an assign, heir, or a legal representative such as an executor of your will or administrator of your estate.
Changes:	<p>13. This Sublease can be changed only by an agreement in writing signed by the parties to the Sublease.</p> <p>14. Undertenant shall permit Landlord, Overtenant and their agents access into said apartment for future sale, rental, etc., as well as for normal repairs by building personnel.</p> <p>15. Undertenant shall obtain proper insurance on said apartment naming (Landlord), as loss payee (additional insured).</p> <p>16. The rent on said apartment is due at Overtenant's address by the first of each month. Failure to receive said sum shall be a default of this Sublease and said Undertenant must vacate immediately.</p>
Signatures:	<p>OVERTENANT: _____</p> <p>YOU, THE UNDERTENANT: _____</p> <p>WITNESS: _____</p>

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

Date of guaranty:	
Guarantor(s): Address: Telephone Number(s): Address of Property: (for which guarantor is responsible)	
Reason for Guaranty:	1. I know that the Overtenant would not rent the premises to the Undertenant unless I guarantee Undertenant's performance. I have also requested the Overtenant to enter into the Sublease with the Undertenant. I have a substantial interest in making sure that the Overtenant rents the premises to the Undertenant.
Guaranty:	2. The following is my Guaranty: I guarantee the full performance of the Sublease by the Undertenant. This guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.
	In addition, I agree to these other terms:
Changes in Sublease have no effect:	3. This guaranty will not be affected by any change in the Sublease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will be binding even if I am not a party to these changes.
Waiver of notice:	4. I do not have to be informed about any failure of performance by Undertenant. I waive notice of nonpayment or nonperformance.
Performance:	5. If the Undertenant fails to perform under the Sublease, the Overtenant may require me to perform without first demanding that the Undertenant perform.
Waiver of jury trial:	6. I give up my right to trial by jury in any claim related to the Sublease or this Guaranty.
Changes:	7. This guaranty of payment and performance can be changed only by written agreement signed by all parties to the Sublease and Guaranty.
Signatures:	GUARANTOR SIGNATURE(S):

**NOTICE TO TENANT
DISCLOSURE OF BEDBUG INFESTATION HISTORY**

Pursuant to the NYC Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of tenant(s):

Subject Premises:

Apt. #:

Date of vacancy lease:

BEDBUG INFESTATION HISTORY

(Only boxes checked apply)

- There is no history of any bedbug infestation within the past year in the building or in any apartment.

- During the past year the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the _____ floor(s).

- During the past year the building had a bedbug infestation history on the _____ floor(s) and it has not been the subject of eradication measures.

- During the past year the apartment had a bedbug infestation history and eradication measures were employed.

- During the past year the apartment had a bedbug infestation history and eradication measures were not employed.

- Other: _____

Signature of Tenant(s): _____ Dated: _____

Signature of Owner/Agent: _____ Dated: _____