Page	1
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TENANT APPLICATION

## THE ARGO CORPORATION **APPLICATION TO SUBLET APARTMENT**- Part 1 TENANT: PLEASE COMPLETE EACH ITEM ON THIS PAGE .

(Co-tenant or grantor must complete separate application, as provided in this package)

TENANT'S NAME:	
SOCIAL SECURITY NUMBER:	
TELEPHONE: HOME WORK	
CURRENT ADDRESS:	
HOW LONG HAVE YOU LIVED AT THIS ADDRESS?:	
LANDLORD NAME & ADDRESS:	
PRIOR ADDRESS:	
HOW LONG DID YOU LIVE AT THIS ADDRESS?:	
NAME & ADDRESS OF EMPLOYER:	
WHAT IS YOUR POSITION?:	
How long? Weekly Salary?	
How often do you receive a salary check?: Weekly?Bi-Weekly?Monthly?	
Other:	
SAVINGS ACCOUNT AT:	,
CHECKING ACCOUNT AT:	
ARE YOU OVER 21YRS OF AGE: YES INO I DO YOU OWN ANY REAL PROPERTY? YES INO If "YES" where?	
DO YOU OWN A CO-OP OR CONDO APARTMENT? YES INO If "YES" where?	
THE FOLLOWING QUESTIONS MUST BE ANSWERED "YES", "NO", OR "N/A" (not applicabl If YES, please explain in detail, on separate sheet of paper, & attach to application.	e)
Have you any outstanding judgements against you? Have you had property foreclosed upon, or given title or deed in lieu thereof?	
Have you ever been involved ina bankruptcy? Are you a co-maker or endorser of a note?	
Are you a party in a lawsuit?	
Are you congated to pay annony, end support or separation maintenance?	

Page 2
\*\*Must be completed by Applicant\*\*

## THE ARGO CORPORATION APPLICATION TO SUBLET APARTMENT - Part Two

<b>BUILDING ADDRESS OF REQU</b>	ESTED SUBLET:	<u></u>	UNIT	
Apartment size/#/ of Bedrooms:				
SUBLEASE PROPOSED TO BEGIN:		EX	XPIRE:	
MONTHLY RENTAL PRICE:	δ	ANNUAL RENTAL PRICE:\$		
SECURITY DEPOSIT: \$	Any oth	Any other consideration to be paid by tenant(s)?		
Persons who will occupy this apartr	nent besides tenan	t and co-tenants	?	
Name:	Relationship:		Age:	
Name:	Relationship:		Age:	
Name:	Relationship:		Age:	
Name:	Relationship:		Age:	
Do you plan to keep any pets in	—			
••••••		ENT OF INCO	OME	••••••
<u>T</u>	<u>enan</u> t	<u>Co-Tenan</u> t	<b>Guarantor</b>	
Base salary:				
Overtime Salary:				
Bonuses:				
Commissions:				
Dividends & Interest:				
Real Estate Income:				
Other Income:				
Total Income:				

## STATEMENT OF EXPENSES

Please list all regualr and predictable expenses, monthly/periodic payments on loans: (auto,mortgage,personal,student), alimony and child support. List payee, item, amount and frequency of payments. **Please specify Tenant or Co-tenant:** 

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# CO-TENANT APPLICATION

# THE ARGO CORPORATION APPLICATION TO SUBLET APARTMENT

CO-TENANT: PLEASE COMPLETE EACH ITEM ON THIS PAGE .

TENANT'S NAME:
SOCIAL SECURITY NUMBER:
TELEPHONE: HOME WORK
CURRENT ADDRESS:
HOW LONG HAVE YOU LIVED AT THIS ADDRESS?:
LANDLORD NAME & ADDRESS:
PRIOR ADDRESS:
HOW LONG DID YOU LIVE AT THIS ADDRESS?:
NAME & ADDRESS OF EMPLOYER:
WHAT IS YOUR POSITION?:
How long? Weekly Salary?
How often do you receive a salary check?: Weekly?Bi-Weekly?Monthly?
Other:
SAVINGS ACCOUNT AT:
CHECKING ACCOUNT AT:
ARE YOU OVER 21YRS OF AGE: YES□ NO□ DO YOU OWN ANY REAL PROPERTY? YES□ NO□ If "YES"
where?
DO YOU OWN A CO-OP OR CONDO APARTMENT? YES INO If "YES" where?
THE FOLLOWING QUESTIONS MUST BE ANSWERED "YES", "NO", OR "N/A" (not applicable) If YES, please explain in detail, on separate sheet of paper, & attach to application.
Have you any outstanding judgements against you? Have you had property foreclosed upon, or given title or deed in lieu thereof?
Have you ever been involved ina bankruptcy? Are you a co-maker or endorser of a note?

Are you a party in a lawsuit?\_\_\_\_\_

Are you obligated to pay alimony, child support or separation maintenance?

GUARANTOR APPLICATION

# THE ARGO CORPORATION APPLICATION TO SUBLET APARTMENT

**GUARANTOR:** PLEASE COMPLETE EACH ITEM ON THIS PAGE

GUARANTOR NAME:
SOCIAL SECURITY NUMBER:
TELEPHONE: HOME WORK
CURRENT ADDRESS:
HOW LONG HAVE YOU LIVED AT THIS ADDRESS?:
LANDLORD NAME & ADDRESS:
PRIOR ADDRESS:
HOW LONG DID YOU LIVE AT THIS ADDRESS?:
NAME & ADDRESS OF EMPLOYER:
WHAT IS YOUR POSITION?:
How long? Weekly Salary?
How often do you receive a salary check?: Weekly?Bi-Weekly?Monthly?
Other:
SAVINGS ACCOUNT AT:
CHECKING ACCOUNT AT:
ARE YOU OVER 21YRS OF AGE: YES INO DO YOU OWN ANY REAL PROPERTY? YES NO IF "YES"
where?
DO YOU OWN A CO-OP OR CONDO APARTMENT? YES INO IF "YES" where?
THE FOLLOWING QUESTIONS MUST BE ANSWERED "YES", "NO", OR "N/A" (not applicable) If YES, please explain in detail, on separate sheet of paper, & attach to application.
Have you any outstanding judgements against you? Have you had property foreclosed upon, or given title or deed in lieu thereof?
Have you ever been involved ina bankruptcy?
Are you a co-maker or endorser of a note?

Are you a party in a lawsuit?\_\_\_\_\_

Are you obligated to pay alimony, child support or separation maintenance?

## WINDOW GUARDS REOUIRED

## LEASE NOTICE TO TENANT

<u>You are required by law</u> to have window guards installed if a child 10 years of age or younger lives in your apartment. <u>Your Landlord is required by law</u> to install window guards in you apartment:

\* If you <u>ask</u> him to put in window guard at any time (you need not give a reason)

\* If a child 10 years of age or younger lives in your apartment.

It is a violation of law to refuse, interfere with installation, remove window guards where required.

## 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 NAME (PRINT)

TENANT SIGNATURE

FOR FURTHER INFORMATION CALL: Window Falls Prevention Program New York City Department of Health 125 Worth Street, Room 222A New York, NY 10013 (1.212.566-8082)

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

### Lead Warning Statement

920-S

Housing built before 1978 may contain lead-based paint. Lead form paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant woman. 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):
- are present in the housing.
- (b) Records and reports available to the lessor (Check (i) or (ii) below):
- (i) <u>Lessor</u> 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) <u>Lessor</u> 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. 4852d 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	LESSOR	DATE
LESSEE	DATE	LESSEE	DATE
AGENT	DATE	AGENT	DATE

# SUBLEASE AGREEMENT

	The parties agree as follows:			
Date of this Sublease:				
Parties to this Sublease:	Overtenant: Address for notices:			
	You, the Undertenant: Address for notices:			
	If there are more than one Overtenant or Undertenant, the words "Overtenant" and "Undertenant" used in this Sublease includes them.	n		
Information from Over-Lease:	Landlord: Address for notices:			
	Overtenant: Address for notices:			
	Date of Over-Lease: 19			
	Term:from:19to:19A copy of the Over-Lease is attached as an important part of the Sublease.19			
Term:	1.years:months: Beginning:19ending:19			
Premises rented :	2.			
Use of premises:	3. The premises may be used for only.			
Rent:	<ul> <li>4. The yearly rent is \$ . You, the Undertenant, will pay this yearly rent to the Overtenant in twelve equal monthly payments of \$ . Payments shall be paid in advance on the first day of each month during the Term.</li> </ul>			
Security :	5. The security for the Undertenant's performance is \$ . Overtenant states that Over- tenant has received it. Overtenant shall hold the security in accordance with Paragraph of the Over-Lease.			
Agreement to lease and pay rent:	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.			
Notices :	7. All notices in the Sublease shall be sent by certified mail, "return receipt requested".			
Subject to:	8. The Sublease is subject to the Over-Lease. It is also subject to any agreement to which the Over-Lease is subject. You, the Undertenant, state that you have read and initialed the Over-Lease and will not violate it in any way.			
Overtenant's duties:	9. The Over-Lease describes the Landlord's duties. The Overtenant is not obligated to perform the Land- lord'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 agreements be carried out. The Overtenant shall continue the demands until the Landlord performs.			
Consent :	10. If the Landlord's consent to the Sublease is required, this consent must be received within days from the date of this Sublease. If the Landlord's consent is not received within this time, the Sublease will be void. In such event all parties are automatically released and all payments shall be refunded to you, the Undertenant.			
Adopting the Over-Lease and exceptions:	<ol> <li>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, except these:         <ul> <li>a) These numbered paragraphs of the Over-Lease shall not apply:</li> </ul> </li> </ol>			
	b) These numbered paragraphs of the Over-Lease are changed as follows:			

-

<b></b>			
No authority :	12. 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 :	13. 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:	14. This sublease can be changed only by an agreement in writing signed by the parties to the Sublease.		
Signatures:	OVERTENANT:		
	You, the UNDERTENANT:		
	Witness:		

## GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE

.....

Date of Guaranty:	19		
Guarantor and address:			
Reason for Guaranty :	1. I know that the Overtenant would not rent the premises to the Undertenant unless I guarantee Under- tenant's performance. I have also requested the Overtenant to enter into the Sublease with the Undertenant. I have a substantial interest in making sure that the Overtenant rents the premises to the Undertenant.		
Guaranty:	<ol> <li>The following is my Guaranty:         <ol> <li>guaranty 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.</li> </ol> </li> </ol>		
Changes in Sublease have no effect:	<ul><li>In addition, I agree to these other terms:</li><li>3. This Guaranty will not be affected by any change in the Sublease, whatsoever. This includes, but is not limited to, any extention of time or renewals. The Guaranty will be binding even if I am not a party to these changes.</li></ul>		
Waiver of notice:	4. I do not have to be informed about any failure of performance by Undertenant. I waive notice of non- payment or nonperformance.		
Performance:	5. If the Undertenant fails to perform under the Sublease, the Overtenant may require me to perform with- out 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: WITNESS:		
	······································		
Landlords must dis BLUMBERG LAV	EPA and HUD Lead Paint Regulations, Effective September 6, 1996 <sup>1</sup> sclose known lead-based paint and lead-based paint hazards of pre-1978 housing to tenants. <sup>2</sup> Use the following W PRODUCTS (800 LAW MART) to comply:		

3140 Lead Paint Information Booklet 3141 Lead Paint Lease Disclosure Form

<sup>1</sup>December 6, 1996 for owners of 1 to 4 residential dwellings. <sup>2</sup>Leases for less than 100 days, 0-bedroom units, elderly and handicapped housing (unless children live there) and housing found to be lead-free by a certified inspector are excluded.

## LEAD PAINT RIDER – COOPERATIVE

#### RIDER TO LEASE

dated as of \_\_\_\_\_\_, 20\_\_\_\_\_\_, Landlord and \_\_\_\_\_\_, Landlord \_\_\_\_\_\_, Tenant regarding \_\_\_\_\_\_, Tenant \_\_\_\_\_\_, Tenant \_\_\_\_\_\_, New York \_\_\_\_\_\_\_

1. Sublease is subject and subordinate.

This rider is subject and subordinate to the Proprietary Lease, By-Laws and Rules and Regulations of the \_\_\_\_\_\_\_ (the "Apartment Corporation"), to which the Unit is presently or may in the future be subject. Landlord and Tenant shall not perform any act, or fail to perform any act, if the performance or failure to perform would be a violation of or default of the Proprietary Lease or Rules and Regulations. Tenant shall not exercise any right or privilege under this Sublease, the performance of which would be a default in or violation of the Proprietary Lease or Rules and Regulations. Landlord and Tenant acknowledge that each has, respectively, had the opportunity to read the Proprietary Lease, Rules and Regulations and Local Law (as hereinafter defined) and Landlord and Tenant agree to observe and be bound by all the terms contained in each which apply to the occupancy or use of the Unit.

#### 2. Local Law I of 2004 (The New York City Childhood Lead Poisoning Act Of 2003).

Pursuant to New York City Local Law I of 2004 entitled the New York City Childhood Lead Poisoning Act of 2003 (hereinafter the "Local Law"), the owner of any apartment in a building constructed prior to 1960 or built between 1960 and 1978 where there is a belief that lead paint is present in the apartment, which contains 3 or more apartments, and where a child under the age of seven (7) resides, must, *inter alia*, (i) inquire at the initial leasing (and at any renewal) if a child under the age of seven (7) years resides or will reside in the apartment; (ii) notify the tenant of their rights under the Local Law; (iii) send an annual notice to tenants inquiring as to whether there is a child under the age of seven (7) years residing in the apartment; (iv) conduct inspections annually, and more often, if necessary, to determine if there are any lead paint hazards in the apartment; (v) remediate (in strict accordance with the Local Law) all lead paint hazards in apartments with a child under the age of seven (7) years residing in the apartment; and (vi) make all apartments lead-safe (in strict accordance with the Local Law) when they become vacant.

A lead paint hazard is defined as (i) peeling lead-based paint; (ii) deteriorate sub-surfaces (including broken wood frames or moldings or crumbling plaster); (iii) friction surfaces (including windows in which the painted surfaces scrape against each other); (iv) impact surfaces (including moldings and jambs which may be struck or hit by feet, toys, or opening and closing doors); and (v) chewable surfaces (including all intact window sills and protruding surfaces which show evidence of being chewed by children).

## 3. <u>Compliance with Local Law and Waiver and Indemnification of Apartment Corporation.</u>

Landlord and Tenant each hereby acknowledge and agree that the responsibility for compliance with the Local Law, including all inspections, notices, work and/or remediation required thereunder is the responsibility of the Landlord and not the Apartment Corporation or its shareholders, directors, officers, employees and/or agents and/or their respective successors and/or assigns. Landlord shall, in accordance with the Local Law, inspect the Unit as required and shall remove all lead paint hazards in the Unit in accordance with the Local Law and will provide documentation of such inspection and removal, if applicable, within (5) business days upon request.

Landlord and Tenant, collectively and individually, hereby agree to release the Apartment Corporation, its shareholders, directors, officers, employees and agents and their respective successors and/or assigns (collectively, the "Indemnified Party"), and shall indemnify, defend and hold harmless the Indemnified Party, from and against all costs, fees (including reasonable attorneys' fees), expenses, fines, liability, actions, suits, debts, sums of money, accounts, reckonings, bonds, bills specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims, and demands whatsoever, in law, admiralty or equity , which against the Landlord or Tenant, their respective families, invitees, guests, heirs, executors, administrators, predecessors, successors and/or assigns ever had, now have or hereafter can shall or may, have for, upon or by reason of any matter, cause or thing whatsoever relating to any lead paint hazard and the Local Law including, but not limited to, Landlord's responsibility (or failure) to comply therewith.

## 4. <u>Breach and Additional Remedies</u>.

Landlord or Tenant's failure to comply with any of the provisions of this Rider, or of the Local Law, shall be deemed a material breach of the provisions of the Proprietary Lease between Landlord and the Apartment Corporation.

## 5. <u>Miscellaneous.</u>

This Rider may not be changed unless such change is agreed upon, in writing, by the Apartment Corporation. Captions are for the purposes of convenience of reference only and are not to be considered in interpreting this Agreement. This Agreement shall be interpreted and enforced under the laws of the State of New York and any all actions brought hereunder or in connection with the Local Law must be brought in a court of competent jurisdiction in the county in which the Apartment Corporation is located.

Landlord:

Tenant:

# STATE OF NEW YORK ) SS: COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_\_\_, personally known to me or provided to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which individual(s) acted, executed the instrument.

Signature and Office of individual taking acknowledgement

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

Signature and Office of individual taking acknowledgement

# STATE OF NEW YORK ) ss:

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_\_\_\_\_ before me, the undersigned, personally appeared \_\_\_\_\_\_\_\_, personally known to me or provided to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her their signature(s) on the instrument, the individual(s), or the person upon behalf of which individual(s) acted, executed the instrument.



<u>Credit Report Authorization</u> (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:

- 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 <u>.annualcreditreport.</u>; 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

<u>Credit Report Authorization Form</u> (page 2 of 2)

Applicant's Name (print)	icant'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 Sigr	nature	
Social Security #:	_Date of Birth:	Phone:	
Current Address:	City:	_State:Zip:	
Guarantor's Name (print)	Guarantor's Signat	ure	
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.