

KYROUS REALTY GROUP, INC.

263 West 38th Street ♦ Suite 15E ♦ New York, NY 10018

Phone: 212.302.1500 ♦ Fax: 212.302.3855

Top of the Lofts Inc.–Sublet Application and Required Documents

Thank you for your inquiry regarding the sublet of an apartment at TOP OF THE LOFTS INC., 129 West 22nd Street, New York, New York 10011. In order for the Board of Directors to consider the applicant(s), the documentation outlined herein must be completed and e-mailed to:

carine@kyrousrealtygroup.com

It is required all documents be completed and submitted to the above e-mail address. Once the completed package is received in our office, it is then reviewed to ascertain that all of the required documentation has been included; once we receive the credit check on each of the applicants, we forward the package to each member of the Board of Directors.

ALL DOCUMENTS MUST BE SUBMITTED at one time. You should allow seven business days for the package to be reviewed, provided the package is complete, to be sent to the Board of Directors for their review.

Upon review of these documents, the Board will advise whether any additional information is required. Provided your application is complete and has been approved by the Board for interview, you will be advised of a confirmed interview date and time through the Transfer Department of Kyrous Realty Group, Inc.

If you have any questions regarding the application process, please contact the Transfer Department at (212) 302-1500.

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The following is a list of documents required by the Board of Directors of Top of the Lofts Inc. for the sublet of an apartment: **THE PACKAGE MUST BE SUBMITTED IN THE ORDER LISTED BELOW WITH COLOR DIVIDERS SEPARATING EACH ITEM:**

1. Applicant's Release
2. Credit Report Authorization Form (for each applicant) – This report will be ordered by management and sent directly to us. We cannot accept credit reports from outside parties. (enclosed)
3. Sublet Application (enclosed)
4. Completed 'Sublease Agreement' with any Riders. Lease may not be for less than or more than one (1) year. All renewals are subject to Board of Directors approval.
5. One (1) Years Tax Returns, W-2's and all schedules. Must be signed by applicants. For foreign purchasers, an audited net worth statement appearing on the letterhead of a Certified Public Accountant providing two years of information.
6. Letter from Employer stating position, salary, bonus/commissions, and length of employment. If self-employed a letter from your C.P.A. providing your gross income and adjustable gross income for last three years and if available, the year to date.
7. Present Landlord Reference Letter
8. One (1) Personal letter of reference for each applicant
9. One (1) Business letter of reference for each applicant
10. Proof of Liability Insurance for not less than \$500,000, naming Top of the Lofts Inc., either as an 'Additional Insured', 'Interested Party' or 'Certified Holder'. MUST BE ONE OF THESE DESIGNATIONS.
11. Please provide a letter from the shareholder(s) explaining why they are seeking to sublet, and for how long they anticipate the need to do so. If this is a job-related reason, provide a letter on company letterhead explaining the situation and for how long the relocation is projected.
12. Window Guard Rider (enclosed)
13. Lead Paint Disclosure and Indemnification to be completed by both shareholder(s) and prospective subtenant(s) (enclosed)
14. House Rules (enclosed)

Application: Top of the Lofts Inc.

Schedule of Fees-Due with Application

19. A check in the amount of \$650.00 in bank check, money order or certified funds payable to Kyrour Realty Group, Inc. for processing the Sublet Application. This fee is non-refundable.
20. A check in the amount of \$150.00 in bank check, money order or certified funds per applicant for a credit check payable to Kyrour Realty Group, Inc. This fee is non-refundable. Items 19 and 20 may be combined into one payment.
21. A move-out deposit of \$500.00 in bank check, money order or certified funds payable to Top of the Lofts Inc. Provided no damages are sustained to the common areas during the move-out this deposit will be refunded. (Shareholder)
22. A move-in deposit of \$500.00 in bank check, money order or certified funds payable to Top of the Lofts Inc. Provided no damages are sustained to the common areas during the move-in this deposit will be refunded. (Applicant)
23. Please note that at least twenty-four (24) hours prior to moving in or moving out of the building, the Property Manager must receive a Certificate of Insurance from your moving company, naming Kyrour Realty Group, Inc. and Top of the Lofts Inc. as either an 'Additional Insured', 'Interested Party' or 'Certified Holder'. No exceptions.

Upon notice of approval, please schedule your move-out and/or move-in with Omar Paljevic, the building Superintendent. Mr. Paljevic may be contacted at (646) 239-7400.

Moving out/moving in without scheduling the date and time with Mr. Paljevic may result in a significant fine to the shareholder(s).

PLEASE NOTE: THE PACKAGES MUST BE COMPLETE, WITH THE DOCUMENTS COLLATED IN NEAT, PROPER ORDER OR IT WILL DELAY THE PROCESS. ALL INCOMPLETE PACKAGES WILL BE RETURNED.

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IMPORTANT NOTICE

Please Read Carefully

Kyrous Realty Group, Inc. realizes that this application contains sensitive personal information. We require the social security number for each applicant (and each other adult occupant of the apartment) on the authorization to obtain Credit Report Information (see Credit Report Release). This is the only place on the application requiring a social security number, but social security numbers may be contained on other documents that you are submitting (e.g. tax returns, contracts of sale). Before submitting these documents, please blacken out or otherwise obliterate the social security number as Kyrous Realty Group, Inc. cannot be responsible for the security of this information if it is included in these documents.

APPLICANT'S RELEASE

RE: TOP OF THE LOFTS INC.
129 WEST 22ND STREET, NEW YORK, NEW YORK 10011

APARTMENT NO.: _____

The undersigned applicant(s) is (are) submitting an application to purchase or sublet the above referenced apartment

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

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

The applicant(s) release both the cooperative corporation and the managing agent from any liability for the return of these funds incurred in processing the application, and agrees that in the event the application seeks recovery of such fees, the applicant(s) shall be liable for all costs and expenses (including attorney's fees) incurred by the cooperative corporation and/or managing agent.

Applicant

Date

Applicant

Date

CREDIT / BACKGROUND CHECK AUTHORIZATION

TOP OF THE LOFTS, INC.
129 West 22nd Street, New York, New York 10011

Apt. No.: _____

Name: _____

Date of Birth: _____ Social Security No.: _____

Home Address (Last Seven Years): **PLEASE INCLUDE ZIP CODES**

Employment Information: Company Name/Address: _____

Contact Name and Telephone Number: _____

Residence Information: Current Landlord Name: _____

Contact Person and Telephone Number: _____

In connection with my purchasing/leasing/financing of property, I authorize the procurement of a credit report, and if so desired a criminal background and terrorist check on myself. I further authorize all credit agencies, banks, lending institutions and persons to release information they may have about me and release them from any liability and all responsibility by doing so. This authorization, in original or copy form, shall be valid for this and any future reports that may be requested. Further information may be available upon written request within a reasonable period.

Signature

Date

CREDIT / BACKGROUND CHECK AUTHORIZATION

TOP OF THE LOFTS, INC.
129 West 22nd Street, New York, New York 10011

Apt. No.: _____

Name: _____

Date of Birth: _____ Social Security No.: _____

Home Address (Last Seven Years): **PLEASE INCLUDE ZIP CODES**

Employment Information: Company Name/Address: _____

Contact Name and Telephone Number: _____

Residence Information: Current Landlord Name: _____

Contact Person and Telephone Number: _____

In connection with my purchasing/leasing/financing of property, I authorize the procurement of a credit report, and if so desired a criminal background and terrorist check on myself. I further authorize all credit agencies, banks, lending institutions and persons to release information they may have about me and release them from any liability and all responsibility by doing so. This authorization, in original or copy form, shall be valid for this and any future reports that may be requested. Further information may be available upon written request within a reasonable period.

Signature

Date

SUBLET APPLICATION FOR TOP OF THE LOFTS INC.

Unit #: _____

Shareholder Information

Shareholder's Name(s): _____

Shareholder's Address during Term of Sublease:

Telephone # Work: _____ Home: _____

 Cell: _____ E-Mail: _____

Monthly Rental: _____ Annual Rental: _____

Term of Lease:

 From: _____ to: _____

Real Estate Broker(s):

For Shareholder(s):

Company Name: _____ Address: _____

Agent's Name: _____ Tel No.: _____

For Applicant(s):

Company Name: _____ Address: _____

Agent's Name: _____ Tel No.: _____

Applicant Information

Applicant(s) Name _____

Applicant(s) Current Address _____

Telephone Numbers: (Home) _____ (Work) _____

Employer's Name _____

Address _____

Length of Employment _____ Job Description _____

Salary: _____ Bonus: _____ Commissions: _____

Schools and Colleges attended by Applicant _____

Applicant(s) Name _____

Applicant(s) Current Address _____

Telephone Numbers: (Home) _____ (Work) _____

Employer's Name _____

Address _____

Length of Employment _____ Job Description _____

Salary: _____ Bonus: _____ Commissions: _____

Schools and Colleges attended by Applicant _____

References (to be completed for each applicant):

Landlord:

Present Landlord or Managing Agent _____

Address _____ Length of Occupancy _____

Previous Landlord if less than 3 Years _____

Address _____ Length of Occupancy _____

Financial

A. Bank (savings) _____

Address _____

B. Bank (checking) _____

Address _____

C. Stockbroker or C.P.A. _____

Address _____

D. For information regarding sources of income, contact: _____

at _____

Personal References: (One for each applicant)

1. Name _____ Telephone # _____
Address _____

2. Name _____ Telephone # _____
Address _____

Business References: (One for each applicant)

1. Name _____ Telephone # _____
Address _____

2. Name _____ Telephone # _____
Address _____

The applicant(s) understand that the information in this application is essential to determining each applicant's qualifications for subletting the above mentioned apartment and that the shareholder(s) is/are relying upon the truth and accuracy of such information

APPLICANT'S SIGNATURE _____ DATE _____

APPLICANT'S SIGNATURE _____ DATE _____

KYROUS REALTY GROUP, INC.

263 West 38th Street ♦Suite 15E ♦New York, NY 10018

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Note(s): This proposal shall result in no legal obligation until a formal lease is executed by the parties concerned, and approval is granted by the Board of Directors.

Any shareholder(s) residing outside of New York State during the length of the sublease period must provide a Point of Service Designee, residing in New York State. We must have a notarized letter from the shareholder and said party acknowledging that you have requested them to service as such, and that they have agreed to act as a Point of Service Designee and that this agreement is not cancelable in any way without prior written consent from the Board of Directors.

At least twenty-four (24) hours prior to moving in or moving out of the building, Kyrous Realty Group, Inc. must receive a Certificate of Insurance from your moving company, naming Kyrous Realty Group, Inc. and Top of the Lofts Inc. as an 'Additional Insured'. No exceptions. NO MOVE WILL BE PERMITTED WITHOUT THIS STEP. The office number of Kyrous Realty Group, Inc. is (212) 302-1500 and the office facsimile number is (212) 302-3855.

Please schedule your move-out/move-in with Mr. Paljevic, the Building Superintendent. Mr. Paljevic may be contacted at (646) 239-7400.

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.
Information from Over-Lease:	Landlord: Address for notices: Overtenant: Address for notices: Date of Over-Lease: Term: _____ from: _____ to: _____ A copy of the Over-Lease is attached as an important part of the Sublease.
Term:	1. _____ years: _____ months: Beginning: _____ ending: _____
Premises rented:	2. _____
Use of premises:	3. The premises may be used for _____ only.
Rent:	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.
Security:	5. The security for the Undertenant's performance is \$ _____. Overtenant states that Overtenant 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 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 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:	11. 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: a) These numbered paragraphs of the Over-Lease shall not apply: b) These numbered paragraphs of the Over-Lease are changed as follows:

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:

Guarantor and address:

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 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.

Changes in Sublease have no effect: In addition, I agree to these other terms:
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 non-payment 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:
.....
WITNESS:

EPA and HUD Lead Paint Regulations, Effective September 6, 1996¹

Landlords must disclose known lead-based paint and lead-based paint hazards of pre-1978 housing to tenants.² Use the following BLUMBERG LAW PRODUCTS (800 LAW MART) to comply:

3140 Lead Paint Information Booklet 3141 Lead Paint Lease Disclosure Form

¹December 6, 1996 for owners of 1 to 4 residential dwellings.
²Leases 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.

RIDER ANNEXED TO AND MADE A PART OF LEASE

DATED _____

BY _____, **AS LANDLORD**

AND _____, **AS TENANT(S)**

WITH RESPECT TO RESIDENTIAL UNIT NO. _____ **AT THE**

TOP OF THE LOFTS INC.,

129 WEST 22ND STREET, NEW YORK, NEW YORK

1. Unless context requires a different meaning, the term "Lease", whenever used in this Rider, shall mean the Lease to which this Rider is annexed, this Rider and all other Riders to the Lease.
2. In the event of any inconsistency between the provisions of the printed portion of the Lease or any other Rider thereto and those contained in this Rider, the provisions of this Rider shall govern and be binding.
3. Landlord Shareholder and Tenant acknowledge that this Lease is subject and subordinate to the Declaration, By Laws Rules and Regulations of the Cooperative as the same may from time to time be amended. This Lease may not be amended, modified or extended without the prior written consent of the Board of Directors of the Cooperative (the "Cooperative Board").
4. Tenant will not assign its Interest hereunder or sublet the premises demised hereunder or any part thereof without the prior written consent of the Cooperative Board in each instance.
5. Landlord and Tenant acknowledge and agree that if (i) Tenant defaults in the performance of Tenant's obligations under this Lease, or (ii) Landlord fails to pay the common charges or any special assessment other charge payable pursuant to the Cooperative Documents and as a result of the lien granted by Section 399-z of the Real Property Law of the State of New York is foreclosed or a deed in lieu of foreclosure is given the Board, the Board shall have the right to cancel this Lease on written notice to Tenant and/or bring summary proceedings to evict Tenant in the name of Landlord.

INITIALS: LANDLORD (OWNER(S)): _____

TENANT (LESEE(S)): _____

TOP OF THE LOFTS INC.

129 WEST 22ND STREET, NEW YORK, NEW YORK 10011

ACKNOWLEDGEMENT OF HOUSE RULES AND BY LAWS

Apt.: _____

To Whom It May Concern:

I (we) hereby acknowledge and agree to abide by the House Rules and By
Laws of TOP OF THE LOFTS INC.

Applicant's Signature

Date

Applicant's Signature

Date

OCCUPANCY AFFIDAVIT

TOP OF THE LOFTS INC.

129 WEST 22ND STREET, NEW YORK, NEW YORK 10011

It is understood that the Unit _____ is to be used for residential purposes only. It is further understood and agreed that in the event this is apartment is occupied by persons other than those named herein, or I/we intend to lease said unit, I/we will notify the managing agent.

Including the purchaser(s), the Unit will be occupied as a private dwelling by the applicant(s) immediate family as follows:

Name	Relationship	List the age for anyone under ten years of Age
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Applicant's Signature

Date

Applicant's Signature

Date

EMERGENCY INFORMATION FORM

TOP OF THE LOFTS INC.
129 WEST 22ND STREET, NEW YORK, NEW YORK 10011

APT. TEL. NO.: _____

CELL NO.: _____

TENANT / SHAREHOLDER NAME(S):

APARTMENT NO.: _____

APT. TEL. NO.: _____

CELL NO.: _____

MEDICAL CONDITION(S)

MEDICAL EMERGENCY INFORMATION:

NAME(S) OF DOCTOR(S):

TELEPHONE NUMBER(S):

PREFERRED DOCTOR(S) OR HOSPITAL(S): _____

CONTACT IN CASE OF EMERGENCY:

NAME: _____

ADDRESS: _____

TEL. NO.: (HOME): _____

(WORK): _____

NAME: _____

ADDRESS: _____

TEL. NO.: (HOME): _____

(WORK): _____

ALTERNATE ADDRESS(ES): _____

TELEPHONE #: _____

TELEPHONE #: _____

EMPLOYMENT DATA:

COMPANY
NAME: _____

ADDRESS: _____

TEL. NO.: (WORK): _____

(FAX): _____

COMPANY
NAME: _____

ADDRESS: _____

TEL. NO.: (WORK): _____

(FAX): _____

EMERGENCY INFORMATION FORM - PAGE TWO

ATTORNEY TO CONTACT IN CASE OF EMERGENCY:

NAME: _____

FIRM: _____

ADDRESS: _____

TELEPHONE #: _____ FAX #: _____

DUPLICATE KEYS:

DOES THE SUPERINTENDENT HAVE DUPLICATE KEYS FOR EMERGENCY ENTRANCE TO YOUR APARTMENT? YES [] NO []

PLEASE PROVIDE DATE FOR THOSE WHO HAVE DUPLICATE KEYS:

NAME: _____

NAME: _____

ADDRESS: _____

ADDRESS: _____

TEL. NO.: (HOME): _____

TEL. NO.: (HOME): _____

(WORK): _____

(WORK): _____

EXTRA SECURITY

DO YOU HAVE EXTRA SECURITY INSTALLED IN YOUR APARTMENT? YES [] NO []

IF YES, PLEASE ATTACH INSTRUCTIONS THAT YOU FEEL WOULD BE HELPFUL IN AN EMERGENCY SITUATION:

PLEASE COMPLETE ALL OR PART OF THIS FORM. ALL INFORMATION WILL BE KEPT CONFIDENTIAL.

TOP OF THE LOFTS INC.
129 WEST 22ND STREET, NEW YORK, NY 10011

CURRENT OWNER(S)
LEGAL MAILING ADDRESS POST LEASE

All communication concerning the ownership of Unit _____ should be sent to the following address post closing:

Shareholder's Name: _____

Address: _____

Home Telephone #: _____

Cell Telephone #: _____

Work Telephone #: _____

Shareholder's Signature

Date

Shareholder's Name: _____

Address: _____

Home Telephone #: _____

Cell Telephone #: _____

Work Telephone #: _____

Shareholder's Signature

Date

SMOKE / CARBON MONOXIDE DETECTOR
RIDER FOR PURCHASERS

TOP PF THE LOFTS INC.
129 WEST 22ND STREET, NEW YORK, NEW YORK 10011

APT. NO.: _____

I/We _____

have inspected apartment # _____ at TOP OF THE LOFTS INC.
located at 129 WEST 22ND STREET, NEW YORK, NEW YORK 10011.

I/We have personally tested _____ smoke /carbon
Number of Smoke / Carbon Monoxide Detectors

monoxide detector(s) located in said apartment and have found it (them) to be in
good working order.

I/We understand that the maintenance of such smoke/carbon monoxide
detector(s) is my (our) responsibility.

Applicant/Tenant Signature

Date

Print Name

Applicant/Tenant Signature

Date

Print Name

TOP OF THE LOFTS

129 West 22nd Street, New York, NY 10011

DEAR APPLICANT:

You are hereby notified that under Section 131.51 of the New York City Health Code, the managing agent is required to install window guards in your apartment if a child or children ten (10) years old or under lives in your apartment.

You are required by this Health Code section to complete the form attached and return it to the Managing Agent with your application to purchase. If you answer that you have no children under that age group, it will mean that no window guards are required in your apartment.

If at some future time a child ten (10) years or younger becomes a resident in your apartment, such section of the Health Code further requires that you then inform us by certified or registered mail, return receipt requested, before we will be required to install window guards.

Thank-you

Local Law 1 - NYC Lead Poisoning Prevention Law Information for Tenants

The text below is a printer-friendly version of the New York City Department of Health and Mental Hygiene (DOHMH) brochure for tenants entitled, "Fix Lead Paint". For additional information on lead poisoning, go to www.nyc.gov/lead or call 311.

Fix Lead Paint Hazards:

What Landlords Must Do and Every Tenant Should Know

Lead Can Cause Learning Problems

Lead is a poison often found in old paint. Peeling lead paint is the most common cause of lead poisoning in young children. Lead dust from peeling paint can land on window sills, floors, and toys. When children play on the floor and put their hands and toys in their mouths, they can swallow lead dust.

Preventing Lead Poisoning: What the Law Requires

In New York City, Local Law 1 of 2004 requires landlords to identify and fix lead paint hazards in the apartments of young children. This law applies to your apartment if:

- The building was built before 1960 (or between 1960 and 1978 if the owner knows that the building has lead paint), and
- The building has 3 or more apartments, and
- A child under the age of 6 lives in your apartment.

What Are Lead Paint Hazards?

- Dust from lead paint.
- Peeling or damaged lead paint.
- Lead paint on:
 - Crumbling plaster or rotted wood.
 - Doors and windows that stick or rub together.
 - Window sills and any other surfaces that have been chewed on by children.

Things Landlords Must Do

- In buildings covered by Local Law 1, landlords must find out if any children younger than 6 years live in the building and inspect those apartments for lead paint hazards **every year**.
- Landlords must use safe work practices and trained workers when fixing lead paint hazards and when doing general repair work that disturbs lead paint.
- Local Law 1 requires landlords to use firms certified by the U.S. Environmental Protection Agency when disturbing more than 100 square feet of lead paint, replacing windows, or fixing violations issued by the New York City Department of Housing Preservation and Development (HPD).
- Landlords must repair lead paint hazards **before** a new tenant moves into an apartment.
- Landlords must keep records of all notices, inspections, repairs of lead paint hazards, and other matters related to the law. HPD may ask the landlord for copies of this paperwork.



Before repair work begins, landlords must make sure that trained workers:

Local Law 1 - NYC Lead Poisoning Prevention Law Information for Tenants

- Post warning signs outside the work area.
- Tell tenants to stay out of the work area.
- Clean the work area with wet mops or HEPA vacuums.
- Remove all items that can be moved from the work area.
- Cover furniture that cannot be moved.
- Seal floors, doors, and other openings with plastic and waterproof tape.



While repair work is going on, landlords must make sure trained workers clean the work area every day with wet mops and HEPA vacuums.

Landlords and contractors must NEVER dry-scrape or dry-sand lead paint.

After repair work is finished, landlords must:

- Hire only trained workers to clean the work area with wet mops and HEPA vacuums.
- Hire a company or individual trained to take "clearance dust wipes" to make sure lead dust levels are below: 40 mcg/sf for floors, 250 mcg/sf for window sills, and 400 mcg/sf for window wells (mcg/sf = micrograms of lead per square foot). If levels are higher, clean-up must be repeated and the dust wipes taken again.
- Give a copy of clearance dust wipe results to the tenant.

Things Tenants Must Do

- Tenants must fill out and return the ANNUAL NOTICE form they receive each year from their landlord. This form tells your landlord if any children younger than 6 years live in your apartment.
- Wash floors, window sills, hands, toys, and pacifiers often.
- Remind your doctor to test your child for lead poisoning at ages 1 and 2. Ask the doctor about testing older children.
- If a child younger than 6 comes to live with you during the year or if you have a baby, you must notify your landlord in writing.

Tenants should also:

- Report peeling paint in your apartment to your landlord.
- Call 311 if your landlord does not fix peeling paint or if you think repair work is being done unsafely.

Call 311 to

- **Report unsafe work practices.**
- **Learn more about how to prevent lead poisoning.**
- **Find out where to get your child tested for lead poisoning, and for diagnosis and treatment information.**
- **Order more copies of this brochure or other materials on lead poisoning prevention.**



Owners of multiple dwellings (3 or more apartments) must give this brochure to tenants when they sign a lease or move into an apartment if the multiple dwelling was built before 1960, or was built between 1960 and 1978 if the owner knows that the building has lead paint. This brochure contains basic information about Local Law 1 of 2004 and is provided for your convenience only. For a copy of the law and applicable rules go to nyc.gov/hpd.

Top Of The Lofts, Inc.
 c/o Kyrous Realty Group, Inc.
 263 West 38th Street, Suite #15E
 New York, NY 10018-5851

**KEEP
THIS COPY**

ANNUAL NOTICE

PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

New York City law requires that tenants living in buildings with 3 or more apartments complete this form and return it to their landlord before **February 15**, each year. **If you do not return this form, your landlord is required to visit your apartment to determine if children live in your apartment.**

Peeling Lead Paint	Window Guards
<p>By law, your landlord is required to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child under 6 years of age (5 years or younger) lives with you.</p> <ul style="list-style-type: none"> • You must notify your landlord in writing if a child under 6 comes to live with you during the year. • If a child under 6 lives with you, your landlord must inspect your apartment and provide you with the results of these paint inspections. • Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards. • <i>Always report peeling paint to your landlord. Call 311 if your landlord does not respond.</i> 	<p>By law, your landlord is required to install window guards in all your windows if a child under 11 years of age (10 years or younger) lives with you, OR if you request them (even if no children live with you).</p> <ul style="list-style-type: none"> • It is against the law for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed. • Window guards must be installed so there is no space greater than 4¹/₂ inches above or below the guard, on the side of the guard, or between the bars. • ONLY windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement.
<p>These requirements apply to buildings with 3 or more apartments built before 1960. They also apply to buildings built between 1960 and 1978 if the landlord knows that lead paint is present.</p>	<p>These requirements apply to all buildings with 3 or more apartments, regardless of when they were built.</p>

Fill out and detach the bottom part of this form and return it to your landlord.

Please check **all** boxes that apply

- A child age under 6 years of age (5 years or younger) lives in my apartment.
- A child under 11 years of age (10 years or younger) lives in my apartment and:
 - Window guards are installed in all windows as required.
 - Window guards need repair.
 - Window guards are NOT installed in all windows as required.
- No child under 11 years of age (10 years or younger) lives in my apartment:
 - I want window guards installed anyway.
 - I have window guards, but they need repair.

Last Name	First Name	Middle Initial		
Street Address	Apt. #	City	State	Zip Code
Signature	Date	Telephone Number		

Deadline for return: February 15, 2015

Return form to: Name and address of landlord or managing agent. Call 311 for more information on preventing lead poisoning and window falls.

DOHMH-approved: October 16, 2014

Top Of The Lofts, Inc.
 c/o Kyrour Realty Group, Inc.
 263 West 38th Street, Suite #15E
 New York, NY 10018-5851

**RETURN
THIS COPY**

ANNUAL NOTICE

PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

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NEW YORK CITY Residential Recycling Guide

Full recycling is back in America's largest city! Here are some simple pointers on what to recycle and how.

Paper & Cardboard

YES

Newspapers, magazines & catalogs

White or colored paper

All mail (even envelopes with plastic windows), wrapping paper, etc.

Smooth cardboard

Cereal and other dry-food boxes, etc.

Paper bags

Flattened cardboard

NO

Plastic- or wax- coated paper

Candy wrappers, take-out containers, etc.

Carbon paper

Heavily soiled paper or cardboard

Hardcover books

Place paper and cardboard recyclables in a clear bag or green-labeled container. Note that paper milk and juice cartons (rinsed) should be placed in the container with metal, glass and plastic.

Metal, Glass & Plastic

YES

Metal cans

Food, aerosol (empty), etc.

Foil wrap & trays

Plastic bottles & jugs

For detergent, soda, milk, juice, water, etc.

-any bottle where the neck is smaller than the body

Glass bottles & jars

Milk and other beverage cartons

Household metal including:

- Wire hangers
- All metal appliances (from washing machines and stoves to toasters and irons)*
- All indoor and outdoor metal furniture, including cabinets and window screens
- Metal pots and pans, cutlery and utensils

*Call 311 before discarding appliances that contain CFC gas, such as refrigerators and air conditioners.

NO

Motor oil or chemical containers

Styrofoam

Cups, egg cartons, etc.

Food containers

For yogurt, margarine, take-out, salad bar, etc.

Plastic bags, wrap or film

Sandwich wrap, grocery or dry cleaning bags, etc.

Plastic trays or tubs

For microwave, etc.

Plastic utensils, plates, cups, bowls

Plastic appliances, toys, furniture

Lightbulbs

Pane glass

Pump spray nozzles

Caps or lids

Household batteries

Rinse metal, glass and plastic items and place them in a clear bag or blue-labeled container. Throw away caps and lids with your regular trash. To collect the 5-cent deposit on beverage containers such as beer and soda bottles and cans, redeem them at a neighborhood store instead of putting them in with your recycling.

For more information, call the city Information line at 311 or visit the New York City Recycles website at www.ci.nyc.ny.us/html/dos/html/bw_home/index.html

To find this guide online, go to www.nrdc.org/cities/recycling/

Natural Resources Defense Council
40 West 20th Street, New York, NY 10011 | 212 727-2700
www.nrdc.org