

# KYROUS REALTY GROUP, INC.

263 West 38<sup>th</sup> Street ♦ Suite 15E ♦ New York, NY 10018

Phone: 212.302.1500 ♦ Fax: 212.302.3855

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## Lancaster Madison Apt. Corp. Market Units. –Sublet Application

The following is a list of the items you are required to submit for the board to review your application. Please be sure to provide all the information requested. All of the required documents must be e-mailed in PDF form to [carine@kyrousrealtygroup.com](mailto:carine@kyrousrealtygroup.com). Please retain the copy included in this package for your information.

Upon receipt of a completed package and after verification of all financial data and references, the application will be submitted to the Board of Directors for review.

Note: Once a sublet is approved, applicants are required to submit proof of renter's insurance to the management's office.

1. Sublet Application (enclosed)
2. Executed Sublease Agreement
3. Rider to Sublease
4. Financial Statement
5. Last two (2) year's Income tax Returns (include W-2's)
6. Signed Credit Report Release
7. Letter from current landlord/management agent verifying status of tenancy
8. Letter from current employer verifying salary, position length of employment and likelihood of continued employment.
9. Two (2) personal letters of recommendation for each person to be named on the Sublease Agreement.
10. Copies of Checking & Savings Account Statement for past three (3) months
11. Signed House Rules Acknowledgement Form with House Rule attached
12. Move In/Move Out Procedures with Acknowledgement
13. Fitness Room Rules and Regulations
14. Waiver and Release Agreement for Fitness Room
15. Signed Window Guard/Lead Paint Notice
16. Occupant Information Form

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### Schedule of Fees–Due with Application

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1. Move-in/out Deposit from Applicant: \$500/\$100 Move –In/Out Fee – Check, payable to Lancaster Madison Apartment Corporation. In case of damage to the building, the cost of repairs will be deducted from this deposit. This check must be in the form of a certified check or money order. The deposit will be refunded at the end of the lease term.
2. Move-Out Deposit from Shareholder: \$500/\$100 Move –In/Out Fee – Check, payable to Lancaster Madison Apartment Corporation. In case of damage to the building, the cost of repairs will be deducted from this deposit. This check must be in the form of a certified check or money order. The deposit will be refunded after the move-out is complete.
3. Application Processing Fee: \$500.00 certified check or money order payable to Kyrous Realty Group, Inc.

3. Application Processing Fee: \$500.00 certified check or money order payable to Kyrour Realty Group, Inc.
4. Credit Check Fee: \$150.00 (per) applicant. This check is non-refundable and made payable to Kyrour Realty Group, Inc. This check must be certified check or money order.

\*Please note that application packages must contain all required documentation. Items missing will only delay the Managing Agent's review and submission to the Board.

**Authorization for Release of Photocopies of  
Tax Returns and/or Tax Information****DTF-505**  
(4/17)**Part A – Taxpayer information**

Taxpayer's name as shown on return	Taxpayer's SSN or EIN as shown on return
Joint taxpayer's name as shown on return	Joint taxpayer's SSN as shown on return
Street address as shown on return	Telephone number (      )
City, state, ZIP code as shown on return	VIN number <i>(only if requesting Form DTF-802)</i>
Current name or names <i>(if different from name(s) above)</i>	
Current address <i>(if different from address above)</i>	

**Part B – Tax return information** *(attach additional sheets if necessary)*

Column A	Column B
<b>Tax type</b> <i>(Mark an X in one box in each row for the type of tax information requested.)</i>	<b>Tax year(s) requested</b> <i>(List all years or periods requested for the tax type in Column A.)</i>
Income tax <input type="checkbox"/> Corporation tax <input type="checkbox"/> Withholding Tax <input type="checkbox"/> Sales tax <input type="checkbox"/> Other <i>(tax type)</i> : _____ <input type="checkbox"/>	
Income tax <input type="checkbox"/> Corporation tax <input type="checkbox"/> Withholding Tax <input type="checkbox"/> Sales tax <input type="checkbox"/> Other <i>(tax type)</i> : _____ <input type="checkbox"/>	
Income tax <input type="checkbox"/> Corporation tax <input type="checkbox"/> Withholding Tax <input type="checkbox"/> Sales tax <input type="checkbox"/> Other <i>(tax type)</i> : _____ <input type="checkbox"/>	
If you are authorizing the release of <b>only</b> information verifying the timely filing of tax returns listed above, mark an X here. _____ <input type="checkbox"/> Reason for the request	If the copies must be certified for court or administrative proceedings, mark an X here. _____ <input type="checkbox"/>

**Part C – Third party information** *(Complete this section only if the return or information is to be sent to a third party, such as a mortgage company.)*

Print name of authorized individual	
Print firm's name <i>(if applicable)</i>	
Street address <i>(number and street or PO Box)</i>	
City, state, ZIP code	Telephone number (      )

**Part D – Certification**

I certify that I am either the taxpayer whose name is shown on the return, or the taxpayer's representative authorized to obtain the tax return or information requested. If signed by a corporate officer, partner, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form DTF-505 on behalf of the taxpayer.	
Printed name of taxpayer or authorized individual	Title
Signature of taxpayer or authorized individual	Date
<b>This form must be signed by the taxpayer or the taxpayer's authorized representative, and you must provide a form of identification to validate your signature (such as a photocopy of your driver license or non-driver ID card). If the request applies to a joint return, only one spouse is required to sign.</b>	



# Instructions

## General instructions

You may be able to access certain tax information online. Visit our website (see *Need help?*) to create an *Online Services* account to view and print a copy of your e-filed return for the following tax types:

- Sales and use
- Corporation
- Fuel use

Refer to the website for the most current information.

Use this form to request copies of e-filed returns not available through *Online Services*, or paper returns. We will send a photocopy of the return, if available; otherwise, we will send a return transcript.

**Note:** Our personal income tax return transcripts show only the information entered on the return as originally filed. We do not offer tax account transcripts like those provided by the Internal Revenue Service.

Enclose a check or money order payable in U.S. funds to the **Commissioner of Taxation and Finance**. The minimum fee is \$2.00. This fee covers the cost of processing the request at the rate of twenty-five cents (\$.25) per page. We do not accept blank checks, credit cards, or debit cards. If you are unsure of the number of pages, send us a check for \$2.00 and we will bill you the amount due.

Mail your completed request to: **NYS TAX DEPARTMENT  
DISCLOSURE UNIT  
W A HARRIMAN CAMPUS  
ALBANY NY 12227-0870**

If not using U.S. Mail, see Publication 55, *Designated Private Delivery Services*.

We will return your request if the form is incomplete or you did not provide a legible copy of your valid identification. It takes approximately 30 days for your request to be processed once all the necessary information has been received. To avoid delays, be sure to:

- specify as best you can the type of information being requested,
- provide the reason for your request,
- include a daytime phone number,
- enclose a check for the processing fee,
- sign *Part D* of this form, and
- **provide a form of identification from which your signature can be validated.**

## Part A – Taxpayer information

Complete this section for all requests. If you are requesting proof of sales tax paid on a purchase of a motor vehicle, or a copy of your Form DTF-802, *Statement of Transaction – Sale or Gift of Motor Vehicle, Trailer, All Terrain Vehicle (ATV), Vessel (Boat), or Snowmobile*, provide the vehicle identification number (VIN) in the space provided.

## Part B – Tax return information

Complete one row for each type of tax information you are requesting.

**Column A** – Mark an **X** in one box in each row, as applicable.

Mark an **X** in the appropriate box if you want us to provide **only** information regarding whether the returns and years requested were timely filed. If you mark this box, we will not provide copies or any other return-specific information.

**Column B** – List the years or periods for the tax information requested in the corresponding row in Column A. Mark an **X** in the appropriate box if you need certified copies for court or administrative proceedings.

Provide the reason for your request and any additional information that will help us process your request. If you need more space, enter **see attached** in this section and attach the relevant information.

## Part C – Third party information

Complete this section only if you are requesting that the information be sent to someone other than you.

## Part D – Certification

This form must be signed by the taxpayer or the taxpayer's authorized representative, and you must provide a form of identification from which your signature can be validated (such as a legible photocopy of your valid driver license or non-driver ID card). If the request applies to a joint return, only one spouse is required to sign.

If the taxpayer is unable to sign, you must submit a power of attorney, power of appointment, or other evidence to establish that you are authorized to act on behalf of the taxpayer or are authorized to receive the taxpayer's tax information. A representative can sign Form DTF-505 for a taxpayer only if this authority has been specifically delegated to the representative on a power of attorney (usually Form POA-1, *Power of Attorney*). **Attach a copy.**

For a corporation, the signature of the president, secretary, or other principal officer is required.

For partnerships, any person who was a member of the requesting partnership during any part of the tax period can sign the form.

For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the Letters Testamentary authorizing an individual to act for an estate.

## Privacy notification

New York State Law requires all government agencies that maintain a system of records to provide notification of the legal authority for any request for personal information, the principal purpose(s) for which the information is to be collected, and where it will be maintained. To view this information, visit our website, or, if you do not have Internet access, call and request Publication 54, *Privacy Notification*. See *Need help?* for the Web address and telephone number.

## Need help?



Visit our website at **[www.tax.ny.gov](http://www.tax.ny.gov)**

- get information and manage your taxes online
- for new online services and features



### Telephone assistance

**Business Tax** Information Center: (518) 457-5342

**Personal Income Tax** Information Center: (518) 457-5181

To order forms and publications: (518) 457-5431

**Text Telephone (TTY) Hotline** (for persons with hearing and speech disabilities using a TTY): (518) 485-5082



**Persons with disabilities:** In compliance with the Americans with Disabilities Act, we will ensure that our lobbies, offices, meeting rooms, and other facilities are accessible to persons with disabilities. If you have questions about special accommodations for persons with disabilities, call the information center.

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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.

## Authorization to Release Information

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

RE: Applicant \_\_\_\_\_

Federal regulations require that we verify the program eligibility of all members of families applying for an apartment. To comply with this requirement, your cooperation is needed in supplying any information that may be requested. This information will be held in strict confidence for use in determining eligibility status and income for this family. A signed authorization for your release of such information appears below. Thank you for your assistance.

Sincerely,  
New York City Housing Development Corporation

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### *Release by Applicant/Tenant*

I hereby authorize you to furnish all requested information. I understand that by signing this release form, I am authorizing the New York City Housing Development Corporation, the New York City Department of Housing Preservation and Development and the New York City Department of Investigation to contact my current and previous landlords as well as my current and previous employers to verify the information provided with my application.

\_\_\_\_\_  
Applicant's Name (PRINTED)

\_\_\_\_\_  
Applicant's Social Security Number

\_\_\_\_\_  
Applicant's Signature

\_\_\_\_\_  
Date

# KYROUS REALTY GROUP, INC.

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## **Applicant Information**

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Name(s): \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Nature of Business: \_\_\_\_\_

Present

### BROKER INFORMATION:

Address: \_\_\_\_\_

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

\_\_\_\_\_

Address: \_\_\_\_\_

Years at this address: \_\_\_\_\_

Phone: \_\_\_\_\_

Do you own your present residence?

Yes ☐ No ☐

### CURRENT EMPLOYER INFORMATION:

SS#: \_\_\_\_\_

Employer: \_\_\_\_\_

SS#: \_\_\_\_\_

Business

Address: \_\_\_\_\_

Apartment to be occupied by:

Applicant(s) • Yes ☐ No

Nature of Business: \_\_\_\_\_

Occupant's \_\_\_\_\_

### PREVIOUS EMPLOYER INFORMATION:

Employer: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business

Address: \_\_\_\_\_

Relationship \_\_\_\_\_

### SPOUSE'S EMPLOYER INFORMATION:

Employer: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Business

Office Phone: \_\_\_\_\_

Position: \_\_\_\_\_

Position: \_\_\_\_\_

Annual Salary: \$ \_\_\_\_\_

Annual Salary: \$ \_\_\_\_\_

Length of Employment: \_\_\_\_\_

Length of Employment: \_\_\_\_\_

**ATTORNEY INFORMATION:**

Office Phone: \_\_\_\_\_

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

Length of Employment: \_\_\_\_\_

Address: \_\_\_\_\_

Office Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

KYROUS REALTY GROUP, INC.

Applicant Information

Page 2 of 4

*-continued*

Are there any outstanding judgments against you? Yes ☐ No ☐

If Yes, please explain: \_\_\_\_\_

Do you have any diplomatic immunity or other special status? Yes ☐ No ☐

If Yes, please explain: \_\_\_\_\_

Have you ever declared bankruptcy or are involved in a bankruptcy procedure? Yes ☐ No ☐

If Yes, please explain: \_\_\_\_\_

Names of all clubs and society memberships, fraternities and honorary societies to which applicant belongs:

Schools and colleges attended by husband, wife and children: \_\_\_\_\_

Lancaster Madison Apartment Corp.

Names of all residents in the building known by the applicant: \_\_\_\_\_

\_\_\_\_\_

—

Does applicant wish to maintain any pets in the apartment, and if so, please specify with full information:

\_\_\_\_\_

\_\_\_\_\_

—

Do you own or rent another residence, and if so, where? \_\_\_\_\_

\_\_\_\_\_

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#### PERSONAL & BUSINESS REFERENCES

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##### PERSONAL REFERENCE#1:

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

Relationship: \_\_\_\_\_

Person to verify Applicant's Employment or  
Applicant's Supervisor

##### BUSINESS REFERENCES

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

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

Address: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Phone: \_\_\_\_\_

##### PERSONAL REFERENCE#2:

KYROUS REALTY GROUP, INC.

Applicant Information

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Lancaster Madison Apartment Corp.

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**FINANCIAL REFERENCES**

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**PERSONAL ACCOUNTS: CHECKING**

Bank Name: \_\_\_\_\_

Account No: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Applicant Signature

**PERSONAL ACCOUNTS: CHARGE CARD#1**

Account Name: \_\_\_\_\_

Account No: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

**PERSONAL ACCOUNTS: CHARGE CARD#3**

Account Name: \_\_\_\_\_

Account No: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

**BUSINESS ACCOUNTS: CHECKING**

Bank Name: \_\_\_\_\_

Account No: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**PERSONAL ACCOUNTS: SAVINGS**

Bank Name: \_\_\_\_\_

Account No: \_\_\_\_\_

Address: \_\_\_\_\_  
\_\_\_\_\_

**PERSONAL ACCOUNTS: CHARGE CARD#2**

Account Name: \_\_\_\_\_

Account No: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

**PERSONAL ACCOUNTS: CHARGE CARD#4**

Account Name: \_\_\_\_\_

Account No: \_\_\_\_\_

Exp. Date: \_\_\_\_\_

**CLOSEST LIVING ADULT RELATIVE**

*(Not intending to reside with Applicant)*

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

**Address:** \_\_\_\_\_

\_\_\_\_\_

**Phone:** \_\_\_\_\_

**Relationship:** \_\_\_\_\_

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

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

KYROUS REALTY GROUP, INC.

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Lancaster Madison Apartment Corp.

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**EMERGENCY CONTACT INFORMATION**

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**APPLICANT INFORMATION:**

Person to call in the event of an emergency

Contact Name: \_\_\_\_\_

Residence Phone: \_\_\_\_\_

Relationship: \_\_\_\_\_

Office Phone: \_\_\_\_\_

# KYROUS REALTY GROUP, INC.

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The following is submitted as being a true and accurate statement of the financial condition of the undersigned on

\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

\_\_\_\_\_  
Applicant Name

\_\_\_\_\_  
Applicant Name

\_\_\_\_\_  
Applicant Signature

\_\_\_\_\_  
Applicant Signature

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Attach additional pages if necessary.

ASSETS	Applicant	Co-Applicant	LIABILITIES	Applicant	Co-Applicant
Cash in banks			Notes Payable:		
Money Market Funds			To Banks		
Contract Deposit			To Relatives		
Investments: Bonds & Stocks (See schedule)			To Others		
Investment in Own Business			Installment Accounts Payable:		
Accounts and Notes Receivables			Automobile		
Real Estate Owned (See schedule)			Other		
Automobiles: Year: Make:			Other Accounts Payable		
Personal Property & Furniture			Mortgages Payable on Real Estate (see schedule)		
Life Insurance Cash Surrender Value			Unpaid Real Estate Taxes		
Retirement Funds/IRA			Unpaid Income Taxes		
401K			Chattel Mortgages		
KEOGH					
Profit Sharing/Pension Plan			Outstanding Credit Card Loans		
Other Assets			Other Debts (itemize)		
TOTAL ASSETS			TOTAL LIABILITIES		
			NET WORTH		
COMBINED ASSETS			COMBINED NET WORTH		

Lancaster Madison Apartment Corp.

# KYROUS REALTY GROUP, INC.

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SOURCE OF INCOME	Applicant	Co-Applicant	CONTINGENT LIABILITIES	Applicant	Co-Applicant
Base Salary			Endorser or Co-maker on Notes		
Overtime Wages			Alimony Payments (Annual)		
\$Bonus & Commissions			Child Support		
\$Dividends and Interest Income			Defendant in any legal action?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Other Income ( <i>itemize</i> )			Any unsatisfied judgments	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<b>TOTAL</b>			Ever filed for bankruptcy	Yes <input type="checkbox"/> No <input type="checkbox"/>	
<b>COMBINED TOTAL</b>			<b>Explain</b>		

PROJECTED COMBINED MONTHLY EXPENSES	Applicants
Maintenance	
Apartment Financing	
Other Mortgages	
Bank Loans	
Auto Loan	
<b>TOTAL</b>	

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## SCHEDULE OF STOCKS AND BONDS

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Amount Of Shares	Description (Extended Valuation in Column)	Marketable Value	Non-Marketable Value

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## SCHEDULE OF REAL ESTATE

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Description	Cost	Actual Value	Mortgage Amount	Maturity Date

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### SCHEDULED OF NOTES PAYABLE

Specify any assets pledged as collateral, including the liabilities they secure:

To Whom Payable	Date	Amount	Due	Interest	Pledged As Security

The foregoing statements and details pertaining thereto, both printed and written, have been carefully read and the undersigned hereby solemnly declares and certifies that the same is a full and correct exhibit of my/our financial condition.

\_\_\_\_\_  
Applicant Signature

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

\_\_\_\_\_  
Applicant Signature

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

\*Duplicate for Additional Applicants

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## CREDIT REPORT RELEASE

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I (we) hereby authorize Kyrus Realty Group, Inc., on behalf of Harriet Tubman Gardens Apt. Corp. to request and receive any and all information from any credit bureaus, previous employers, law enforcement agencies, and references.

I (we) will hold harmless and/or release Kyrus Realty Group, Inc. and Harriet Tubman Gardens Apt. Corp. from any and all claims and liability which may arise now or in the future with regard to the obtaining or the releasing of the above stated information for the purpose of doing credit checks, and criminal activity checks.

Each Applicant and all adults who will reside in the Unit must complete Credit Report Release.

### PLEASE PROVIDE THE FOLLOWING INFORMATION:

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

Date of Birth: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Age: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Employer's Company Name:

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

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

Applicant Signature

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Lancaster Madison Apartment Corp.

Lancaster Madison Apartment Corp.  
C/o Kyrous Realty Group, Inc.  
263 West 38 Street, Suite 15E  
New York, NY 10018

**EMPLOYMENT VERIFICATION**

THE UNDERSIGNED HEREBY AUTHORIZE(S) THE BOARD OF DIRECTORS TO CONTACT (WITHOUT PRIOR NOTICE TO THE APPLICANT OR CO-APPLICANT) ANY OF THE EMPLOYERS, BANKS, LANDLORDS, EDUCATIONAL INSTITUTIONS, REFERENCES, ETC., DESCRIBED HEREIN IN ORDER TO ELICIT INFORMATION BEARING THIS APPLICATION.

THE UNDERSIGNED HAVE EXAMINED THIS APPLICATION, INCLUDING ACCOMPANYING SCHEDULES AND STATEMENTS, AND TO THE BEST OF THEIR KNOWLEDGE AND BELIEF, IT IS TRUE, CORRECT, AND COMPLETE.

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SIGNATURE OF APPLICANT

# KYROUS REALTY GROUP, INC.

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## Lancaster Madison Apt. Corp. -Letter to Board of Directors

The Board of Directors

Lancaster Madison Apt. Corp.

New York, NY 10035

Re: Lancaster Madison Apt. Corp.

Unit #: \_\_\_\_\_

Dear Board of Directors:

I (We) have received, read, understand and agree to abide by the House Rules for  
Lancaster Madison Apt. Corp.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

## **House Rules**

[NOTE: All references to "Shareholder" in these House Rules also apply to family, guests and subtenants of the Shareholder.]

- 1.** The Public halls and stairways of the building shall not be obstructed or used for any purpose other than as entrance and exit from the apartments in the building.
- 2.** Children shall not play in the public halls, courts, stairways, fire escapes or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.
- 3.** No public hall above the ground floor of the building shall be decorated or furnished by any Shareholder in any manner without the prior consent of all Shareholders on that floor. If there is disagreement among Shareholders or a question about the decoration or furnishing of the ground floor, the Board of Directors shall decide.
- 4.** No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from doors, windows, terraces or balconies or placed upon the windowsills of the building.
- 5.** No baby carriages, bicycles, scooters or similar vehicles shall be stored in a passenger elevator nor shall any of the above vehicles be allowed to stand in the public halls, passageways or courts of the building.
- 6.** Awnings or window air conditioning units, washing machines, dishwashers or dryers may not be used in or about the building except as shall have been expressly approved by the Corporation. No objects shall be projected out of any window of the building without the express approval of the Corporation.
- 7.** No sign, notice, advertisement or illumination shall be written or hung from window or other part of the building, except as has been approved in writing by the Corporation or its managing agent.
- 8.** No radio or television antenna shall be attached to or hung from the exterior of the building without the prior written approval from the Corporation.

- 9.** No shareholder shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other shareholders. No shareholder shall play or allow to be played musical instruments or permit to be played a phonograph or radio or television in a loud manner between the hours of eleven (11:00) o'clock p.m. and eight (8:00) o'clock a.m. the next morning so as to disturb or annoy other occupants of the building. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 8:30 a.m. and 5:00 p.m.
- 10.** If there is a garage in the building, the shareholder will abide by all arrangements made by the Corporation with the garage operator with regard to the garage and the driveways thereto.
- 11.** Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or the managing agent of the building may direct.
- 12.** Toilets and other plumbing fixtures in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other articles be thrown into toilets. The cost of repairing any damage resulting from misuse of any toilets or other plumbing fixtures shall be paid for by the Shareholder responsible for the damage.
- 13.** No shareholder shall send any employee of the Corporation out of the building on any private business of a Shareholder.
- 14.** In no event shall any bird, reptile or animal be permitted in any of the public portions of the building, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the building or on the sidewalk or street adjacent to the building.
- 15.** No vehicle belonging to a Shareholder or to a member of the family of a Shareholder shall be parked in such a manner as to impede or prevent ready access to any entrance of the building by another vehicle.
- 16.** The Shareholder shall use the available laundry facilities, if any, only upon such days and during such hours as the corporation may designate.
- 17.** The corporation shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.

- 18.** Complaints regarding the service of the building shall be made in writing to the Corporation or its managing agent.
- 19.** The Corporation may revoke at any time any consent or approval which it has given under these house rules.
- 20.** Shareholder shall observe all rules about the security of the building and its residents which the Board of Directors approves and issues in writing to the Shareholders.

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## Lancaster Madison Apt. Corp. -Letter to Board of Directors

The Board of Directors  
Lancaster Madison Apt. Corp.  
New York, NY 10035

Re: Lancaster Madison Apt. Corp.  
Unit #: \_\_\_\_\_

Dear Board of Directors:

I have read and understand the Move In/Move Out policy for Lancaster Madison Apt. Corp. And agree to notify the office of the managing agent in writing, not less than one week prior to my actual move. Notices should be addressed to Kyrous Realty Group, Inc., 263 West 38<sup>th</sup> Street, Suite 15E, New York, NY 10018.

I understand that moving in our out of the building is prohibited on weekends and or holidays.

I understand that moving in our out of the building is ONLY permitted on Monday through Friday between the hours of 9:00 a.m. until 4:00 p.m.

Further, the party or parties moving in or out must notify the superintendent two days prior to the actual move. The superintendent's telephone number is 212-864-6939.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

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## Move In Procedures

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1. Move- ins/move-outs are permitted on Monday thru Friday between the hours of 9:00 a.m. until 4:00 p.m. only, and must be coordinated with the managing agent at least three days before your scheduled move in date.
2. No weekend or Holiday move- ins or move-outs are permitted. Moving in or out during unapproved times may result in the forfeiture of your deposit.
3. On the day of move-in or move-out, the unit owner or movers must contact the building superintendent in person prior to starting the move, and must contact the superintendent again in person at the conclusion of the move.
4. To determine if any damage occurs during a Move/in or Move/out, the common areas must be inspected by the superintendent with the shareholder, purchaser, and sub-tenant before and after the move. An inspection form will list any existing damages prior to the move and any new damages will be posted after the move. The Superintendent will review these damage with you, the form will be signed by you and the superintendent. If there I
5. At the conclusion of the move-in or move-out, the superintendent will conduct an inspection of all common areas used during the move including, but not limited to the foyer, the lobby, the stairwells, the elevator, and any and all floor hallways used during the move-in or move-out to assess any damages. The superintendent will note down, or a designated form any and all new damage caused by the move. The unit owner, mover or representative of either may accompany the superintendent for this purpose, and may sign the inspection form to indicate acknowledgment of the conditions at the conclusion of the move. At its sole discretion, the Board or the Managing Agent will price the cost of repair to any damages that occur during the move, and will charge the cost of those repairs to the unit owner. The unit owner shall pay the cost of the repairs promptly when they are charged. If the costs of the repairs are less than the amount of the move-in, move-out deposit, the unit owner may elect to pay for them from the deposit, but must replenish the deposit within 30 days.

**STANDARD FORM OF COOPERATIVE APARTMENT SUBLEASE**

THE REAL ESTATE BOARD OF NEW YORK, INC.

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CAS/98

**PREAMBLE:** This Sublease contains the agreements between You and Owner concerning the rights and obligations of each party. You and Owner have other rights and obligations which are set forth in government laws and regulations.

You should read this Sublease carefully. If You have any questions, or if You do not understand any words or statements, get clarification. Once You and Owner sign this Sublease, You and Owner will be presumed to have read it and understood it. You and Owner admit that all agreements between You and Owner have been written into this Sublease except for obligations arising under the Cooperative Documents (as defined in Article 4). You understand that any agreements made before or after this Sublease was signed and not written into it will not be enforceable.

**THIS SUBLEASE** is made as of \_\_\_\_\_ between  
month day year  
Owner, the Sublessor, \_\_\_\_\_  
whose address is \_\_\_\_\_, and  
You, the Sublessee, \_\_\_\_\_  
whose address is \_\_\_\_\_.

**1. APARTMENT AND USE**

Owner agrees to sublease to You Apartment \_\_\_\_\_ on the \_\_\_\_\_ floor in the cooperative apartment building at \_\_\_\_\_, Borough of \_\_\_\_\_, City and State of New York (the "Building"). You shall use the Apartment for living purposes only. The Apartment may be occupied only by You and the following Permitted Occupants: \_\_\_\_\_.

You acknowledge that: (i) this Sublease may not commence until the occupancy of the Apartment by You and the Permitted Occupants has been approved by the Board of Directors of \_\_\_\_\_ ("Apartment Corporation"); and (ii) no other person other than You and the Permitted Occupants may reside in the Apartment without the prior written consent of the Owner and the Apartment Corporation.

**2. LENGTH OF SUBLEASE**

The term (that means the length) of this Sublease will begin on \_\_\_\_\_ and will end on \_\_\_\_\_. If You do not do everything You agree to do in this Sublease, Owner may have the right to end this Sublease before the ending date. If Owner does not do everything that Owner agrees to do in this Sublease, You may have the right to end the Sublease before the ending date. You acknowledge that the term of this Sublease may be reduced as authorized by Article 6.

**3. RENT**

Your monthly rent for the Apartment is \$ \_\_\_\_\_. You must pay Owner the rent, in advance, on the first day of each month either to Owner at the above address or at another place that Owner may inform You of by written notice. You must pay the first month's rent to Owner when You sign this Sublease if the Sublease begins on the first day of the month. If the Sublease begins after the first day of the month, You must pay when You sign this Sublease: (i) the part of the rent from the beginning date of this Sublease until the last day of the month, and (ii) the full rent for the next full calendar month.

**4. COOPERATIVE DOCUMENTS**

This Sublease shall be subject and subordinate to: (i) the Proprietary Lease for the Apartment between Apartment Corporation, as lessor, and Owner, as lessee; (ii) the Rules and Regulations of the Apartment Corporation (which are sometimes called House Rules); and (iii) the By-Laws of the Apartment Corporation. (The Proprietary Lease, the Rules and Regulations and the By-Laws of the Apartment Corporation and all amendments thereto, including any amendments subsequent to the date hereof, are collectively called the "Cooperative Documents".) In the event of any inconsistency between the provisions of this Sublease and the Cooperative Documents, the provisions of the Cooperative Documents shall govern and be binding.

You and the Permitted Occupants of the Apartment shall faithfully observe and comply with the Cooperative Documents, other than the provisions of the Cooperative Documents required to be performed by Owner (which include the payment of rent for the Apartment to the Apartment Corporation). You and the Permitted Occupants of the Apartment shall not undertake any action which, if performed by Owner, would constitute a violation of the Cooperative Documents. You have reviewed the Cooperative Documents or waived their examination.

**5. SECURITY DEPOSIT**

You are required to give Owner the sum of \$ \_\_\_\_\_ when You sign this Sublease as a security deposit, which is called in law a trust. Owner will deposit this security in \_\_\_\_\_ bank at \_\_\_\_\_, New York. This security account shall not bear interest.

If You carry out all of your agreements in this Sublease and if You move out of the Apartment and return it to Owner in the same condition it was in when You first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty through no fault of your own, Owner will return to You the full amount of your security deposit within 60 days after this Sublease ends. However, if You do not carry out all your agreements in this Sublease, Owner may keep all or part of your security deposit which has not yet been paid to You necessary to pay Owner for any losses incurred, including missed payments.

If Owner sells the Apartment, Owner will turn over your security either to You or to the person buying the Apartment within 5 days after the sale. Owner will then notify You, by registered or certified mail, of the name and address of the person or company to whom the deposit has been turned over. In such case, Owner will have no further responsibility to You for the security deposit. The new owner will become responsible to You for the security deposit.

**6. IF YOU ARE UNABLE TO MOVE IN**

A situation could arise which might prevent Owner from letting You move into the Apartment on the beginning date set in this Sublease. If this happens for reasons beyond Owner's reasonable control, including the failure to obtain the consent of the Apartment Corporation to this Sublease prior to the beginning date, Owner will not be responsible for your damages or expenses and this Sublease will remain in effect. However, in such case, the Sublease will start on the date when You can move in; the ending date of this Sublease as specified in Article 2 will remain the same. You will not have to pay rent until the move-in date Owner gives You by written notice, or

the date You move in, whichever is earlier. If Owner does not give You notice that the move-in date is within 30 days after the beginning date of the term of this Sublease as stated in Article 2, this Sublease shall be canceled and all prepaid rent and security deposit shall be promptly returned to You.

**7. CAPTIONS**

In any dispute arising under this Sublease, in the event of a conflict between the text and a caption, the text controls.

**8. WARRANTY OF HABITABILITY**

A. All of the sections of this Sublease are subject to the provisions of the Warranty of Habitability Law in the form it may have from time to time during this Sublease. Nothing in this Sublease can be interpreted to mean that You have given up any of your rights under that law. Under that law, Owner agrees that the Apartment is fit for human habitation and that there will be no conditions which will be detrimental to life, health or safety.

B. You will do nothing to interfere to make more difficult the Apartment Corporation's efforts to provide You and all other occupants of the Building with the required facilities and services. Any condition caused by your misconduct or the misconduct of anyone under your direction or control shall not be a breach by Owner.

**9. CARE OF YOUR APARTMENT; END OF SUBLEASE-MOVING OUT**

A. You will take good care of the Apartment and will not permit or do any damage to it, except for damage which occurs through ordinary wear and tear. You will move out on or before the ending date of this Sublease and leave the Apartment in good order and in the same condition as it was when You first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of your own.

B. When the Sublease ends, You must remove all of your movable property. You must also remove at your own expense, any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment You may have installed in the Apartment, even if it was done with Owner's consent. If the Apartment Corporation imposes any "move-out" deposits or fees, You shall pay any such deposit or fee when requested by the Apartment Corporation. You must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. You have not moved out until all persons, furniture and other property of yours is also out of the Apartment. If your property remains in the Apartment after the Sublease ends, Owner may either treat You as still in occupancy and charge You for use, or may consider that You have given up the Apartment and any property remaining in the Apartment. In this event, Owner may either discard the property or store it at your expense. You agree to pay Owner for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Sublease.

**10. CHANGES AND ALTERATIONS TO APARTMENT**

You cannot build in, add to, change or alter, the Apartment in any way, including wallpapering, painting, repainting, or other decorating, without first obtaining the prior written consent of Owner and, if required under the Proprietary Lease, the Apartment Corporation. Without Owner's and/or the Apartment Corporation's prior written consent, You cannot install or use in the Apartment any of the following: dishwasher machines, clothes washing or drying machines, electric stoves, garbage disposal units, heating, ventilating or air conditioning units or any other electrical equipment which, in Owner's and/or the Apartment Corporation's opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, You cannot place in the Apartment water-filled furniture.

**11. YOUR DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND RULES**

A. GOVERNMENT LAWS AND ORDERS. You will obey and comply: (i) with all present and future city, state and federal laws and regulations which affect the Building or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the Apartment and the Building. You will not allow any windows in the Apartment to be cleaned from the outside, unless the prior written consent of the Apartment Corporation is obtained.

B. APARTMENT CORPORATION'S RULES AFFECTING YOU. You will obey all of the Cooperative Documents other than the provisions of the Cooperative Documents required to be performed by Owner.

C. YOUR RESPONSIBILITY. You are responsible for the behavior of yourself, the Permitted Occupants of the Apartment, your servants and people who are visiting You. You will reimburse Owner as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Owner because You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment, have not obeyed government laws and orders, the Cooperative Documents or this Sublease.

**12. OBJECTIONABLE CONDUCT**

You, the Permitted Occupants of the Apartment, servants or people visiting the Apartment will not engage in objectionable conduct in the Building. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for You or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other occupants of the Building. Objectionable conduct by You gives Owner the right to end this Sublease.

**13. SERVICES AND FACILITIES**

A. REQUIRED SERVICES. The Apartment Corporation will provide cold and hot water and heat, as required by law, repairs to the Apartment, as required by the Proprietary Lease, elevator service if the Building has elevator equipment, and the utilities, if any, included in the rent, as set forth in subparagraph B. You are not entitled to any rent reduction because of a stoppage or reduction of any of the above services unless it is provided by law.

B. The following utilities are included in the rent \_\_\_\_\_.

C. ELECTRICITY AND OTHER UTILITIES. If the Apartment Corporation provides electricity or gas for a separate, submetered charge, your obligations to the Apartment Corporation and/or Owner are described in a rider attached to this Sublease. If electricity or gas is not included in the rent and is not charged separately by the Apartment Corporation and/or Owner, You must arrange for this service directly with the utility company. You must also pay directly for telephone service and cable television service if the cost of any such service is not included in the rent.

D. APPLIANCES. Appliances supplied by Owner in the Apartment are for your use. They are in good working order on the date hereof and will be maintained and repaired or replaced by Owner, but if repairs or replacement are made necessary because of your negligence or misuse, You will pay Owner for the cost of such repair or replacement as additional rent.

E. FACILITIES. If the Apartment Corporation permits Owner to use any storeroom, storage bin, laundry or any other facility located in the Building but outside of the Apartment, and provided such use is transferable to You by Owner pursuant to the Cooperative Documents, the use of any such facility will be furnished to You free of charge and at your own risk. You will operate at your expense any coin operated appliances located in any such facility.

**14. INABILITY TO PROVIDE SERVICES**

Because of a strike, labor, trouble, national emergency, repairs, or any other cause beyond Owner's and the Apartment Corporation's reasonable control, Owner and the Apartment Corporation may not be able to provide or may be delayed in providing any services or in making any repairs to the Apartment and/or the Building. In any of these events, any rights You may have against Owner are only those rights which are allowed by laws in effect when the reduction in service occurs.

## 15. ENTRY TO APARTMENT

During reasonable hours and with reasonable notice, except in emergencies, Owner, Owner's representatives and agents or employees of the Apartment Corporation may enter the Apartment for the following reasons:

A. To erect, use and maintain pipes and conduits in and through the walls and ceilings of the Apartment; to inspect the Apartment; and to make any necessary repairs or changes Owner or the Apartment Corporation decide are necessary. Your rent will not be reduced because of any of this work, unless the rent payable by Owner under the Proprietary Lease is reduced.

B. To show the Apartment to persons who may wish to become owners of the Apartment or may be interested in lending money to Owner.

C. For two months before the end of the Sublease, to show the Apartment to persons who wish to sublease it.

D. If, during the last month of the Sublease, You have moved out and removed all or almost all of your property from the Apartment, Owner may enter to make changes, repairs or redecorations. Your rent will not be reduced for that month and this Sublease will not be ended by Owner's entry.

E. If, at any time, You are not personally present to permit Owner, Owner's representatives or the agents and employees of the Apartment Corporation, to enter the Apartment and entry is necessary or allowed by law, under the Proprietary Lease or this Sublease, Owner, Owner's representatives or the agents and employees of the Apartment Corporation may nevertheless enter the Apartment. Owner, Owner's representatives or the agents and employees of the Apartment Corporation may enter by force in an emergency. Owner will not be responsible to You, unless during this entry, any authorized party is negligent or misuses your property.

## 16. ASSIGNING; SUBLETTING; ABANDONMENT

A. Assigning and Subletting. You cannot assign this Sublease or sublet the Apartment. You acknowledge that Owner may refuse any request made by You to assign this Sublease or to further sublet the Apartment for any reason or no reason.

B. Abandonment. If You move out of the Apartment (abandonment) before the end of this Sublease without the consent of Owner, this Sublease will not be ended. You will remain responsible for each monthly payment of rent as it becomes due until the end of this Sublease. In case of abandonment your responsibility for rent will end only if Owner chooses to end this Sublease for default as provided in Article 17.

## 17. DEFAULT

A. You default under the Sublease if You act in any of the following ways:

- (i) You fail to carry out any agreement or provision of this Sublease;
- (ii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment behave in an objectionable manner;
- (iii) You, a Permitted Occupant of the Apartment, servants or people visiting the Apartment violate any of the Cooperative Documents;
- (iv) You do not take possession or move into the Apartment 15 days after the beginning of this Sublease; or
- (v) You and the Permitted Occupants of the Apartment move out permanently before this Sublease ends.

If You do default in any one of these ways, other than a default in the agreement to pay rent, Owner may serve You with a written notice to stop or correct the specified default within 10 days. You must then either stop or correct the default within 10 days, or, if You need more than 10 days, You must begin to correct the default within 10 days and continue to do all that is necessary to correct the default as soon as possible.

B. If You do not stop or begin to correct a default within 10 days, Owner may give You a second written notice that this Sublease will end 6 days after the date the second written notice is sent to You. At the end of the 6-day period, this Sublease will end. You then must move out of the Apartment. Even though this Sublease ends, You will remain liable to Owner for unpaid rent up to the end of this Sublease, the value of your occupancy, if any, after the Sublease ends, and damages caused to Owner after that time as stated in Article 18.

C. If You do not pay your rent when this Sublease requires after a personal demand for rent has been made, or within 3 days after a statutory written demand for rent has been made, or if the Sublease ends Owner may do the following: (i) enter the Apartment and retake possession of it if You have moved out; (ii) go to court and ask that You and all other occupants in the Apartment be compelled to move out.

Once this Sublease has been ended, whether because of default or otherwise, You give up any right You might otherwise have to reinstate this Sublease.

## 18. REMEDIES OF OWNER AND YOUR LIABILITY

If this Sublease is ended by Owner because of your default, the following are the rights and obligations of You and Owner.

A. You must pay your rent until this Sublease has ended. Thereafter, You must pay an equal amount for what the law calls "use and occupancy" until You actually move out.

B. Once You are out, Owner may re-rent the Apartment or any portion of it for a period of time which may end before or after the ending date of this Sublease. Owner may re-rent to a new subtenant at a lesser rent or may charge a higher rent than the rent in this Sublease.

C. Whether the Apartment is re-rented or not, You must pay to Owner as damages:

- (i) the difference between the rent in this Sublease and the amount, if any, of the rents collected in any later sublease of the Apartment for what would have been the remaining period of this Sublease; and
- (ii) Owner's expenses for the cost of putting the Apartment in good condition for re-rental; and
- \*\*\* (iii) Owner's expenses for attorney's fees (*Delete if inapplicable*).

D. You shall pay all damages due in monthly installments on the rent day established in this Sublease. Any legal action brought to collect one or more monthly installments of damages shall not prejudice in any way Owner's right to collect the damages for a later month by a similar action. If the rent collected by Owner from a subsequent subtenant of the Apartment is more than the unpaid rent and damages which You owe Owner, You cannot receive the difference. Owner's failure to re-rent to another subtenant will not release or change your liability for damages, unless the failure is due to Owner's deliberate inaction.

## 19. ADDITIONAL OWNER REMEDIES

If You do not do everything You have agreed to do, or if You do anything which shows that You intend not to do what You agreed to do, Owner has the right to ask a Court to make You carry out your agreement or to give the Owner such other relief as the Court can provide. This is in addition to the remedies in Article 17 and 18 of this Sublease.

## 20. FEES AND EXPENSES

A. You must reimburse Owner for any of the following fees and expenses incurred by Owner:

- (i) Making any repairs to the Apartment or the Building, including any appliances in the Apartment, which result from misuse or negligence by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You;
- (ii) Correcting any violations of city, state or federal laws or orders and regulations of insurance rating organization concern-

ing the Apartment or the Building which You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You have caused;

- (iii) Preparing the Apartment for the next subtenant if You move out of the Apartment before the Sublease ending date without Owner's prior written consent;
- \*\*\* (iv) Any legal fees and disbursements for legal actions or proceedings brought by Owner against You because of a default by You for defending lawsuits brought against Owner because of the actions of You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You (*Delete if inapplicable*);
- (v) Removing all of your property after this Sublease is ended;
- (vi) Any miscellaneous charges payable to the Apartment Corporation for services You requested that are not required to be furnished You under this Sublease for which services You have failed to pay the Apartment Corporation and which Owner has paid;
- (vii) All other fees and expenses incurred by Owner because of the failure to obey any other provisions and agreements of this Sublease or the Cooperative Documents by You, the Permitted Occupants of the Apartment, persons who visit the Apartment or work for You.

These fees and expenses shall be paid by You to Owner as additional rent within 30 days after You receive Owner's bill or statement. If this Sublease has ended when these fees and expenses are incurred, You will still be liable to Owner for the same amount as damages.

B. Owner agrees that unless subparagraph (iv) of subparagraph 20 A has been stricken out of this Sublease, You have the right to collect reasonable legal fees and expenses incurred in a successful defense by You of a lawsuit brought by Owner against You or brought by You against Owner to the extent provided by Real Property Law Section 234.

C. You shall pay the Apartment Corporation on demand for the cost of any miscellaneous charges payable to the Apartment Corporation for services You requested that are not required to be furnished You under this Sublease.

## **21. PROPERTY LOSS, DAMAGES OR INCONVENIENCE**

Unless caused by the negligence or misconduct of Owner, Owner's representatives or the agents and employees of the Apartment Corporation, none of these authorized parties are responsible to You for any of the following: (i) any loss of or damage to You or your property in the Apartment or the Building due to any accidental or intentional cause, even a theft or another crime committed in the Apartment or elsewhere in the Building; (ii) any loss of or damage to your property delivered to any agent or employee of the Apartment Corporation (i.e. doorman, superintendent, etc.); or (iii) any damage or inconvenience caused to You by actions, negligence or violations of the Cooperative Documents by any other tenant or person in the Building except to the extent required by law.

Owner will not be liable for any temporary interference with light, ventilation, or view caused by construction by or on behalf of the Apartment Corporation. Owner will not be liable for any such interference on a permanent basis caused by construction on any parcel of land not owned by Owner or the Apartment Corporation. Owner will not be liable to You for such interference caused by the permanent closing, darkening or blocking up of windows, if such action is required by law. None of the foregoing events will cause a suspension or reduction of the rent or allow You to cancel the Sublease.

## **22. FIRE OR CASUALTY**

A. If the Apartment becomes unusable, in part or totally, because of fire, accident or other casualty, this Sublease will continue unless ended by Owner under subparagraph C below or by You under subparagraph D below. However, the rent will be reduced immediately. This reduction will be based upon the square footage of the part of the Apartment which is unusable.

B. Owner and/or the Apartment Corporation will repair and restore the Apartment, unless Owner decides to take actions described in subparagraph C below.

C. After a fire, accident or other casualty in the Building, the Apartment Corporation may decide to tear down the Building or to substantially rebuild it. In such case, Owner need not restore the Apartment but may end this Sublease. Owner may do this even if the Apartment has not been damaged, by giving You written notice of this decision within 30 days after the date when the damage occurred. If the Apartment is unusable when Owner gives You such notice, this Sublease will end 60 days from the last day of the calendar month in which You were given the notice.

D. If the Apartment is completely unusable because of fire, accident or other casualty and it is not repaired in 30 days, You may give Owner written notice that You end the Sublease. If You give that notice, this Sublease is considered ended on the day that the fire, accident or casualty occurred. Owner will promptly refund your security deposit and the pro-rata portion of rents paid for the month in which the casualty happened.

E. Unless prohibited by the applicable policies, to the extent that such insurance is collected, You and Owner release and waive all right of recovery against the other or anyone claiming through or under each by way of subrogation.

F. You acknowledge that if fire, accident, or other casualty causes damage to any of your personal property in the Apartment, including, but not limited to your furniture and clothes, neither the Owner nor the Apartment Corporation will be responsible to You for the repair or replacement of any such damaged personal property unless such damage was a result of the Owner's or the Apartment Corporation's negligence.

## **23. PUBLIC TAKING**

The entire Building or a part of it can be acquired (condemned) by any government or government agency for a public or quasi-public use or purpose. If this happens, this Sublease shall end on the date the government or agency take title. You shall have no claim against Owner for any damage resulting; You also agree that by signing this Sublease, You assign to Owner any claim against the government or government agency for the value of the unexpired portion of this Sublease.

## **24. SUBORDINATION CERTIFICATE AND ACKNOWLEDGMENTS**

All leases and mortgages of the Building or of the land on which the Building is located and the Proprietary Lease for the Apartment now in effect or made after this Sublease is signed, come ahead of this Sublease. In other words, this Sublease is "subject and subordinate to" the Proprietary Lease and any existing or future lease or mortgage on the Building or land, including any renewals, consolidations, modifications and replacements of these leases or mortgages. If certain provisions of any of these leases or mortgages come into effect, the holder of any such lease or mortgage can end this Sublease. If this happens, You agree that You have no claim against Owner or such Sublease or mortgage holder. If Owner requests, You will sign promptly an acknowledgment of the "subordination" in the form that Owner or the Apartment Corporation requires.

You also agree to sign (if accurate) a written acknowledgment to any third party designated by Owner that this Sublease is in effect, that Owner is performing Owner's obligations under this Sublease and that You have no present claim against Owner.

## **25. YOUR RIGHT TO LIVE IN AND USE THE APARTMENT**

Provided the Apartment Corporation's consent to the Sublease is obtained, if You pay the rent and any required additional rent on time and You do everything You have agreed to do in this Sublease, your tenancy cannot be cut off before the ending date, except as provided for in Articles 22, 23 and 24.

## **26. BILLS AND NOTICE**

A. Notices to You. Any notice from Owner or Owner's agent or attorney will be considered properly given to You if it is: (i) in

writing, (ii) signed by or in the name of Owner or Owner's agent, and (iii) addressed to You at the Apartment and delivered to You personally or sent by registered or certified mail to You at the Apartment. The date of service of any written notice by Owner to You under this agreement is the date of delivery or mailing of such notice.

B. Notices to Owner. If You wish to give a notice to Owner, You must write it and deliver it or send it by registered or certified mail to Owner at the address noted on page 1 of this Sublease or at another address of which Owner or Agent has given You written notice.

**27. GIVING UP RIGHT TO TRIAL BY JURY AND COUNTERCLAIM**

A. Both You and Owner agree to give up the right to a trial by jury in a court action, proceeding or counterclaim on any matters concerning this Sublease, the relationship of You and Owner as sublessee and sublessor or your use or occupancy of the Apartment. This agreement to give up the right to a jury trial does not include claims or personal injury or property damage.

B. If Owner begins any court action or proceeding against You which asks that You be compelled to move out, You cannot make a counterclaim unless You are claiming that Owner has not done what Owner is supposed to do about the condition of the Apartment or the Building.

**28. NO WAIVER OF SUBLEASE PROVISIONS**

A. Even if Owner accepts your rent or fails once or more often to take action against You when You have not done what You have agreed to do in this Sublease the failure of Owner to make action or Owner's acceptance of rent does not prevent Owner from taking action at a later date if You against do not do what You have agreed to do.

B. Only a written agreement between You and Owner can waive any violation of this Sublease.

C. If You pay and Owner accepts an amount less than all the rent due, the amount received shall be considered to be in payment of all or part of the earliest rent due. It will not be considered an agreement by Owner to accept this lesser amount in full satisfaction of all of the rent due unless there is a written agreement between You and Owner.

D. Any agreement to end this Sublease and also to end the rights and obligations of You and Owner must be in writing, signed by You and Owner or Owner's agent. Even if You give keys to the Apartment and they are accepted by either any employee or agent of the Apartment Corporation, Owner's representatives or Owner, this Sublease is not ended.

E. This Sublease, or any provision hereof, may not be modified, amended, extended, waived or abrogated without the prior written consent of the Apartment Corporation.

**29. CONDITION OF THE APARTMENT**

When You signed this Sublease, You did not rely on anything said by Owner, Owner's representatives or the Apartment Corporation's employees, agents, or superintendent about the physical condition of the Apartment, the Building or the land on which is built. You did not rely on any promises as to what would be done, unless what was said or promised is written in this Sublease and signed by both You and Owner. Before signing this Sublease, You have inspected the Apartment and You accept it in its present condition "as is", except for any condition which You could not reasonably have seen during your inspection. You agree that Owner has not promised to do any work in the Apartment except as specified in a rider attached to this Sublease.

**30. DEFINITIONS**

A. Owner: The term "Owner" means the person or organization receiving or entitled to receive rent from You for the Apartment at any particular time other than a rent collector or managing agent of Owner. "Owner" is the person or organization that owns the shares of stock of the Apartment Corporation appurtenant to the Apartment and is the lessee under the Proprietary Lease for the Apartment. It does not include a former Owner, even if the former Owner signed this Sublease.

B. You. The Term "You" means the person or persons signing this Sublease as sublessee and the successors and assigns of the signer. This Sublease has established a sublessor-sublessee relationship between Owner and You.

**31. SUCCESSOR INTERESTS**

The agreements in this Sublease shall be binding on Owner and You and on those who succeed to the interest of Owner or You by law, by approved assignment or by transfer.

**32. TERMINATION OF PROPRIETARY LEASE**

You acknowledge that if the Proprietary Lease is terminated by the Apartment Corporation, this Sublease shall terminate and come to an end 30 days after the Proprietary Lease is terminated. In such event, Owner shall return to You pay rent paid in advance on a pro rata basis.

**33. INSURANCE**

You may obtain liability insurance insuring You, the Permitted Occupants of the Apartment, your servants and people visiting the Apartment, and personal property insurance insuring your furniture and furnishings and other items of personal property located in the Apartment. You may not maintain any insurance with respect to any furniture or furnishings belonging to Owner that are located in the Apartment. You acknowledge that Owner may not be required to maintain any insurance with respect to the Apartment.

**34. CONSENT**

You shall furnish to the Apartment Corporation or its managing agent, within 5 business days after the date of this Sublease, such personal and financial references and additional information concerning You and the Permitted Occupants of the Apartment as may be requested in order to obtain the consent of the Apartment Corporation to this Sublease, including the submission of any application requested by the Apartment Corporation. You and the Permitted Occupants shall attend one or more personal interviews with members of the Board of Directors of the Apartment Corporation if requested. If the Apartment Corporation imposes any subleasing surcharge upon the rent payable by Owner under the Proprietary Lease during the term of this Sublease, any such subleasing surcharge shall be payable by Owner to the Apartment Corporation.

You acknowledge that this Sublease will not commence and that You and the Permitted Occupants shall have no right to occupy the Apartment until the consent of the Apartment Corporation is obtained to this Sublease. If consent of the Apartment Corporation has not been obtained by the date specified in Article 2 as the beginning date of this Sublease, You shall have no obligation to pay rent until such consent has been obtained. All rent prepaid for the period You are unable to occupy the Apartment because of the lack of the Apartment Corporation's consent shall be applied by Owner to subsequent rent payable hereunder. If consent to this Sublease by the Apartment Corporation is not obtained within 30 days after the date specified in Article 2 as the beginning date of this Sublease, this Sublease shall be canceled and all prepaid rent and security deposit shall be promptly returned to You.

**35. FURNITURE [DELETE IF INAPPLICABLE]**

The Apartment is being subleased as fully furnished; a rider attached to this Sublease lists all furniture and furnishings contained in the Apartment. You shall accept the furniture and furnishings contained in the Apartment "as is" on the commencement date of this Sublease. Owner represents that all such furniture and furnishings are in good repair and in working order on the commencement date of this Sublease except as may be noted in such rider.

You shall take good care of the furniture and furnishings in the Apartment during the pendency of this Sublease and shall be liable for any damages caused by You to such furniture and furnishings. You shall not be responsible for any damages to such furniture and furnishings not caused by You or caused by ordinary wear and tear. You shall surrender such furniture and furnishings when this

Sublease terminates in the same condition as on the date this Sublease commenced, subject to ordinary wear and tear. If any repairs are required to the furniture and furnishings in the Apartment when this Sublease terminates, You shall pay Owner upon demand the cost of any required repairs.

You may not remove any furniture or furnishings from the Apartment or change the location of any such furniture or furnishings during the pendency of this Sublease without Owner's prior written consent.

**36. BROKER [DELETE EITHER SUBPARAGRAPH A OR B]**

A. You represent to Owner that You have not dealt with any real estate broker(s) in connection with the subleasing of the Apartment other than \_\_\_\_\_, [and that \_\_\_\_\_ is your real estate broker in connection with the subleasing of the Apartment (*Delete bracket if inapplicable*)]. You will compensate such broker(s) in accordance with a separate agreement. You shall indemnify and hold Owner harmless from any and all loss incurred by Owner as a result of a breach of the foregoing representations.

B. You represent to Owner that you have not dealt with any real estate broker in connection with the subleasing of the Apartment. You shall indemnify and hold Owner harmless from any and all loss incurred by Owner as a result of a breach of the foregoing representation.

**37. LEAD PAINT DISCLOSURE [DELETE IF THE BUILDING WAS ERECTED AFTER 1978]**

Simultaneously with the execution of this Sublease, You and Owner shall sign and complete the disclosure of information on lead-based paint and/or lead-based paint hazards annexed as a rider attached to this Sublease. You acknowledge receipt of the pamphlet, "Protect Your Family From Lead in Your Home" prepared by the United States Environmental Protection Administration.

**38. PETS [DELETE EITHER SUBPARAGRAPH A OR B]**

A. You may not keep any pets in the Apartment.

B. If authorized by the Cooperative Documents, You may keep pets in the Apartment provided: (i) You obtain the prior written consent of Owner; and (ii) You comply with the Cooperative Documents with respect to the keeping of pets in the Building.

**39. KEYS**

Owner shall retain keys to all locks of the Apartment. If You make any changes to any such lock, You must deliver keys to Owner, and to the Apartment Corporation or its managing agent. At the end of this Sublease, You must deliver to Owner all keys to the Apartment. If You fail to return any keys, You shall pay Owner the cost of replacing any such keys.

**40. WINDOW GUARDS**

You shall complete and deliver to the Apartment Corporation, when requested, a notice with respect to the installation of window guards in the Apartment in the form required by the City of New York. You acknowledge that it is a violation of law to refuse, interfere with installation, or remove window guards where required.

**41. OWNER'S DEFAULT TO APARTMENT CORPORATION**

If: (i) Owner defaults in the payment to the Apartment Corporation of rent or other charges payable under Owner's Proprietary Lease for the Apartment; (ii) the Apartment Corporation notifies You of such default; and (iii) the Apartment Corporation instructs You to pay the rent under this Sublease to the Apartment Corporation, then You shall pay all future installments of rent payable under this Sublease to the Apartment Corporation until such time as the Apartment Corporation advises that the Owner's default has been cured. Owner acknowledges that if You pay any installment of rent payable under this Sublease to the Apartment Corporation as herein provided, You have satisfied your obligation to pay any such installment of rent to Owner. Nothing contained in this Article shall suspend your obligation to pay rent under this Sublease.

**42. BINDING EFFECT**

It is expressly understood and agreed that this Sublease shall not constitute an offer or create any rights in your favor, and shall in no way obligate or be binding upon Owner, and this Sublease shall have no force or effect until this Sublease is duly executed by You and Owner and a fully executed copy of this Sublease is delivered to both You and Owner.

TO CONFIRM OUR AGREEMENTS, OWNER AND YOU RESPECTIVELY SIGN THIS SUBLEASE AS OF THE DAY AND YEAR FIRST WRITTEN ON PAGE 1.

WITNESS:

_____	_____ (L. S.) Owner's Signature
_____	_____ (L. S.) Sublessee's Signature
_____	_____ (L. S.) Sublessee's Signature

**GUARANTY**

The undersigned Guarantor guarantees to Owner the strict performance of and observance by Sublessee of all the agreements, provisions and rules in the attached Sublease. Guarantor agrees to waive all notices when Sublessee is not paying rent or not observing and complying with all of the provisions of the attached Sublease. Guarantor agrees to be equally liable with Sublessee so that Owner may sue Guarantor directly without first suing Sublessee. The Guarantor further agrees that this guaranty shall remain in full effect even if the Sublease is renewed changed or extended in any way and even if Owner has to make a claim against Guarantor. Owner and Guarantor agree to waive trial by jury in any such action, proceeding or counterclaim brought against the other on any matters concerning the attached Sublease or the Guaranty.

Dated, \_\_\_\_\_

_____ Witness	_____ Guarantor
	_____ Address

Lancaster Madison Apt. Corp.  
Rider to Sublease

Rider annexed to and forming a part of the Sublease Agreement dated \_\_\_\_\_ for Apartment \_\_\_\_\_, located in the building located at 1820 Madison Avenue, New York, NY between: \_\_\_\_\_, as Overtenant and \_\_\_\_\_, as Undertenant.

The parties hereto agree as follows:

1. It is hereby acknowledged by both parties that the subject dwelling is located in the building owned by the cooperative corporation, namely, \_\_\_\_\_, (hereinafter "the Corporation"). Said sublease is subject to the terms of the Proprietary Lease between the Corporation and the Overtenant, a copy of which has been read by Undertenant.
2. The Corporation will have the right to maintain an action as the agent for the Overtenant to evict the Undertenant, at Overtenant's expense, if Undertenant violates the terms of the Proprietary Lease or this Rider.
3. A default by the Undertenant under the Proprietary Lease will be deemed a default by the Undertenant under this Sublease.
4. The Overtenant and Undertenant/and any guarantor consent to personal jurisdiction in the State of New York in any action commenced by the Corporation. Overtenant and Undertenant each agree that service may be made upon them in any legal manner at their respective addresses on page 1 of the sublease.
5. Overtenant shall maintain liability insurance commonly known as "HO-4" covering the premises and naming the Corporation as an additional insured, and shall file a Certificate evidencing such insurance with the Corporation prior to the commencement of the sublease.
6. Undertenant acknowledges that nothing by this sublease shall give the Undertenant the right to further sublease the apartment; to perform alterations, or to exercise any of the other rights granted to Overtenant under the Proprietary Lease unless the Corporation expressly consents. The parties acknowledge that the Corporation may withhold consent for any reason or for no reason.
7. Undertenant acknowledges receipt of the Proprietary Lease, House Rules, and the Window Guard Rider required pursuant to Section 131.15 of the New York City Health Code, and agrees to comply with all of the requirements of each.

8. It is specifically agreed and understood between the parties to this agreement that as an inducement to the Corporation's Board of Directors' approval of this sublease agreement, and in accordance with the Proprietary Lease, no renewal, extension assignment or further subletting shall be permitted by the lessee or sublessee without the further written authorization of the Corporation's Board of Directors. This clause shall supersede any contrary clause in this agreement or any verbal understanding between the parties, which clause and agreement shall be null and void.
9. Pursuant to the Proprietary Lease, if the Overtenant shall at any time default in the payment of any rent or additional rent, the Corporation may, at its option, as long as such default shall continue, demand and receive from the Undertenant rent which is due or will become due from such Undertenant to the Overtenant and apply the amount to pay the sums due or will become due from the Overtenant to the Corporation. Any payments by an Undertenant to the Corporation shall constitute a discharge of the obligation of such Undertenant to the Overtenant to the amount so paid. The acceptance of rent from the Undertenant shall not be deemed a consent to or approval of any subletting or assignment by the Overtenant or a release of discharge of any obligations of the Overtenant under the Proprietary Lease.
10. The parties acknowledge that this Rider is executed for the benefit of the Corporation. In case of any conflict between the sublease and this Rider, this Rider shall control.

By: \_\_\_\_\_  
Shareholder (Overtenant)

By: \_\_\_\_\_  
Lessee (undertenant)

By: \_\_\_\_\_  
Lessee (undertenant)

## EXHIBIT C

### NEW YORK CITY HOUSING DEVELOPMENT CORPORATION INCOME ELIGIBILITY WORKSHEET

**Cooperative Corporation:** Ellington Owners Corporation

**Residence:** 130 Bradhurst Avenue, New York, New York, 10039, Apt. \_\_\_\_\_

The financial information requested on this worksheet must be provided by all sub-tenants and any other persons who (a) are expected to reside in the Residence located in the Cooperative development financed by a mortgage provided by the New York City Housing Development Corporation ("HDC") and (b) receive income ("Other Household Members"). The information requested below must be provided in order to determine eligibility under certain income limits. These limits have been established principally in response to HDC's programmatic requirements.

**THIS DOCUMENT MUST BE COMPLETED PRIOR TO THE EXECUTION OF A RENTAL LEASE BY THE SHAREHOLDER AND/OR COOPERATIVE CORPORATION.**

#### Part 1 – General Information (Names and Social Security Numbers)

A. Purchasers	1.	_____	Soc. Sec. No:	_____
	2.	_____	Soc. Sec. No:	_____
	3.	_____	Soc. Sec. No:	_____
B. Others Household Members	1.	_____	Soc. Sec. No:	_____
	2.	_____	Soc. Sec. No:	_____
	3.	_____	Soc. Sec. No:	_____
	4.	_____	Soc. Sec. No:	_____

#### Part 2 – Determine the Current Gross Income for all Rental Lease Holder and Other Household Members

##### SOURCES OF CURRENT ANNUAL INCOME

1.	Gross Pay (including any part-time pay)	\$ _____
2.	Overtime	\$ _____
3.	Bonuses, Commissions, and Tips	\$ _____
4.	Dividends, Interest, Royalties & Trust	\$ _____
5.	Business Activities	\$ _____
6.	Net Rental Income	\$ _____
7.	Pension/Social Security Benefits	\$ _____
8.	Veterans Administration	\$ _____
9.	Unemployment Compensation	\$ _____
10.	Sick Pay	\$ _____

- |     |  |          |
|-----|--|----------|
| 11. | Public Assistance  | \$ _____ |
| 12. | Any Other  | \$ _____ |
| 13. | Alimony, Child Support or separate Maintenance<br>Income | \$ _____ |
| 14. | Other  | \$ _____ |
| 15. | <b>TOTAL ANNUAL GROSS INCOME</b>                         | \$ _____ |

**NOTE TO Sub-Tenant:** If Total Annualized Gross Income is above the applicable limits at the time of computation, then you will not be eligible to Sub-let the shares allocated to the Residence.

**NOTE TO SPONSOR AND/OR COOPERATIVE CORPORATION:** Execution of this Worksheet by Renters and Other Household Members must occur not more than fourteen (14) days prior to execution of the sales contract by the Purchasers. The Sponsor and/or Cooperative Corporation may not countersign the sales contract until HDC approves the income eligibility of the Purchasers. HDC's approval is valid for six (6) months from the date Purchasers execute this Worksheet. HDC's approval is void after such six (6) months period and title closing for the Residence may not occur after such date except with HDC's prior written approval and only after Renters execute the Reaffirmation on the Renters Affidavit and list all information changes, if any.

**LEASEE AFFIDAVIT:** I/We, being duly sworn, (1) certify that the information in this Income Eligibility Worksheet is true and complete to the best of my/our knowledge and belief; (2) understand and agree that all of the above information is being relied upon by the shareholder and/or the Cooperative Corporation in order to determine my/our eligibility as a sublet of the Residence and that any false, misleading or incomplete information in this Income Eligibility Worksheet will be considered an event of default under the HDC mortgage, the proprietary lease for the Residence and the By-Laws of the Cooperative Corporation and will be grounds for (a) termination of my/our proprietary lease (b) eviction from my/our Residence and (c) forfeiture of the shares allocable to my/our Residence; and (d) consent to disclosure of all of the above information and any verification materials to HDC.

L.S. \_\_\_\_\_  
Sub-Tenant

L.S. \_\_\_\_\_  
Sub-Tenant

L.S. \_\_\_\_\_  
Sub-Tenant

STATE OF NEW YORK     )  
                                      )  
COUNTRY OF NEW YORK    )

SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me personally known and known to me to be the same person described in and who executed the foregoing instrument, and (s)he acknowledged to me that (s)he executed the same.

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

STATE OF NEW YORK     )  
                                      )  
COUNTRY OF NEW YORK    )

SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me personally known and known to me to be the same person described in and who executed the foregoing instrument, and (s)he acknowledged to me that (s)he executed the same.

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

STATE OF NEW YORK     )  
                                      )  
COUNTRY OF NEW YORK    )

SS:

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_, to me personally known and known to me to be the same person described in and who executed the foregoing instrument, and (s)he acknowledged to me that (s)he executed the same.

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

**Request for Copy of Tax Return**

- **Do not sign this form unless all applicable lines have been completed.**
- **Request may be rejected if the form is incomplete or illegible.**
- **For more information about Form 4506, visit [www.irs.gov/form4506](http://www.irs.gov/form4506).**

OMB No. 1545-0429

**Tip.** You may be able to get your tax return or return information from other sources. If you had your tax return completed by a paid preparer, they should be able to provide you a copy of the return. The IRS can provide a **Tax Return Transcript** for many returns free of charge. The transcript provides most of the line entries from the original tax return and usually contains the information that a third party (such as a mortgage company) requires. See **Form 4506-T, Request for Transcript of Tax Return**, or you can quickly request transcripts by using our automated self-help service tools. Please visit us at [IRS.gov](http://IRS.gov) and click on "Get a Tax Transcript..." or call 1-800-908-9946.

<b>1a</b> Name shown on tax return. If a joint return, enter the name shown first.	<b>1b</b> First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
<b>2a</b> If a joint return, enter spouse's name shown on tax return.	<b>2b</b> Second social security number or individual taxpayer identification number if joint tax return
<b>3</b> Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)	
<b>4</b> Previous address shown on the last return filed if different from line 3 (see instructions)	
<b>5</b> If the tax return is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number.	

**Caution:** If the tax return is being mailed to a third party, ensure that you have filled in lines 6 and 7 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your tax return to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your return information, you can specify this limitation in your written agreement with the third party.

- 6 Tax return requested.** Form 1040, 1120, 941, etc. and all attachments as originally submitted to the IRS, including Form(s) W-2, schedules, or amended returns. Copies of Forms 1040, 1040A, and 1040EZ are generally available for 7 years from filing before they are destroyed by law. Other returns may be available for a longer period of time. Enter only one return number. If you need more than one type of return, you must complete another Form 4506. ► \_\_\_\_\_

**Note:** If the copies must be certified for court or administrative proceedings, check here ☐

- 7 Year or period requested.** Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than eight years or periods, you must attach another Form 4506.


- 8 Fee.** There is a \$50 fee for each return requested. **Full payment must be included with your request or it will be rejected. Make your check or money order payable to "United States Treasury." Enter your SSN, ITIN, or EIN and "Form 4506 request" on your check or money order.**

<b>a</b> Cost for each return . . . . .	\$
<b>b</b> Number of returns requested on line 7 . . . . .	
<b>c</b> Total cost. Multiply line 8a by line 8b . . . . .	\$

- 9** If we cannot find the tax return, we will refund the fee. If the refund should go to the third party listed on line 5, check here ☐

**Caution:** Do not sign this form unless all applicable lines have been completed.

**Signature of taxpayer(s).** I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax return requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, 1 percent or more shareholder, partner, managing member, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506 on behalf of the taxpayer. **Note:** This form must be received by IRS within 120 days of the signature date.

- ☐ **Signatory attests that he/she has read the attestation clause and upon so reading declares that he/she has the authority to sign the Form 4506.** See instructions.

Phone number of taxpayer on line 1a or 2a

**Sign  
Here**

Signature (see instructions)	Date
Title (if line 1a above is a corporation, partnership, estate, or trust)	
Spouse's signature	Date

Section references are to the Internal Revenue Code unless otherwise noted.

## Future Developments

For the latest information about Form 4506 and its instructions, go to [www.irs.gov/form4506](http://www.irs.gov/form4506). Information about any recent developments affecting Form 4506, Form 4506-T and Form 4506T-EZ will be posted on that page.

## General Instructions

**Caution:** Do not sign this form unless all applicable lines have been completed.

**Purpose of form.** Use Form 4506 to request a copy of your tax return. You can also designate (on line 5) a third party to receive the tax return.

**How long will it take?** It may take up to 75 calendar days for us to process your request.

**Tip.** Use Form 4506-T, Request for Transcript of Tax Return, to request tax return transcripts, tax account information, W-2 information, 1099 information, verification of nonfiling, and records of account.

**Automated transcript request.** You can quickly request transcripts by using our automated self-help service tools. Please visit us at [IRS.gov](http://IRS.gov) and click on "Get a Tax Transcript..." or call 1-800-908-9946.

**Where to file.** Attach payment and mail Form 4506 to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual returns (Form 1040 series) and one for all other returns.

If you are requesting a return for more than one year or period and the chart below shows two different addresses, send your request to the address based on the address of your most recent return.

## Chart for individual returns (Form 1040 series)

### If you filed an individual return and lived in:

#### Mail to:

Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address

Internal Revenue Service  
RAIVS Team  
Stop 6716 AUSC  
Austin, TX 73301

Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming

Internal Revenue Service  
RAIVS Team  
Stop 37106  
Fresno, CA 93888

Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia

Internal Revenue Service  
RAIVS Team  
Stop 6705 P-6  
Kansas City, MO 64999

## Chart for all other returns

### If you lived in or your business was in:

#### Mail to:

Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address

Internal Revenue Service  
RAIVS Team  
P.O. Box 9941  
Mail Stop 6734  
Ogden, UT 84409

Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin

Internal Revenue Service  
RAIVS Team  
P.O. Box 145500  
Stop 2800 F  
Cincinnati, OH 45250

## Specific Instructions

**Line 1b.** Enter your employer identification number (EIN) if you are requesting a copy of a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

**Line 3.** Enter your current address. If you use a P.O. box, please include it on this line 3.

**Line 4.** Enter the address shown on the last return filed if different from the address entered on line 3.

**Note:** If the addresses on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address. For a business address, file Form 8822-B, Change of Address or Responsible Party — Business.

**Signature and date.** Form 4506 must be signed and dated by the taxpayer listed on line 1a or 2a. The IRS must receive Form 4506 within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.



**You must check the box in the signature area to acknowledge you have the authority to sign and request the information. The form will not be processed and returned to you if the box is unchecked.**

**Individuals.** Copies of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506 exactly as your name appeared on the original return. If you changed your name, also sign your current name.

**Corporations.** Generally, Form 4506 can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer. A bona fide shareholder of record owning 1 percent or more of the outstanding stock of the corporation may submit a Form 4506 but must provide documentation to support the requester's right to receive the information.

**Partnerships.** Generally, Form 4506 can be signed by any person who was a member of the partnership during any part of the tax period requested on line 7.

**All others.** See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

**Note:** If you are Heir at law, Next of kin, or Beneficiary you must be able to establish a material interest in the estate or trust.

**Documentation.** For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

**Signature by a representative.** A representative can sign Form 4506 for a taxpayer only if this authority has been specifically delegated to the representative on Form 2848, line 5. Form 2848 showing the delegation must be attached to Form 4506.

## Privacy Act and Paperwork Reduction Act

**Notice.** We ask for the information on this form to establish your right to gain access to the requested return(s) under the Internal Revenue Code. We need this information to properly identify the return(s) and respond to your request. If you request a copy of a tax return, sections 6103 and 6109 require you to provide this information, including your SSN or EIN, to process your request. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506 will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form**, 10 min.; **Preparing the form**, 16 min.; and **Copying, assembling, and sending the form to the IRS**, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506 simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service  
Tax Forms and Publications Division  
1111 Constitution Ave. NW, IR-6526  
Washington, DC 20224.

Do not send the form to this address. Instead, see *Where to file* on this page.

## Request for Transcript of Tax Return

- **Do not sign this form unless all applicable lines have been completed.**  
 ► **Request may be rejected if the form is incomplete or illegible.**  
 ► **For more information about Form 4506-T, visit [www.irs.gov/form4506t](http://www.irs.gov/form4506t).**

OMB No. 1545-1872

**Tip.** Use Form 4506-T to order a transcript or other return information free of charge. See the product list below. You can quickly request transcripts by using our automated self-help service tools. Please visit us at [IRS.gov](http://IRS.gov) and click on "Get a Tax Transcript..." under "Tools" or call 1-800-908-9946. If you need a copy of your return, use **Form 4506, Request for Copy of Tax Return**. There is a fee to get a copy of your return.

<b>1a</b> Name shown on tax return. If a joint return, enter the name shown first.	<b>1b</b> First social security number on tax return, individual taxpayer identification number, or employer identification number (see instructions)
<b>2a</b> If a joint return, enter spouse's name shown on tax return.	<b>2b</b> Second social security number or individual taxpayer identification number if joint tax return
<b>3</b> Current name, address (including apt., room, or suite no.), city, state, and ZIP code (see instructions)	
<b>4</b> Previous address shown on the last return filed if different from line 3 (see instructions)	
<b>5</b> If the transcript or tax information is to be mailed to a third party (such as a mortgage company), enter the third party's name, address, and telephone number.	

**Caution:** If the tax transcript is being mailed to a third party, ensure that you have filled in lines 6 through 9 before signing. Sign and date the form once you have filled in these lines. Completing these steps helps to protect your privacy. Once the IRS discloses your tax transcript to the third party listed on line 5, the IRS has no control over what the third party does with the information. If you would like to limit the third party's authority to disclose your transcript information, you can specify this limitation in your written agreement with the third party.

**6 Transcript requested.** Enter the tax form number here (1040, 1065, 1120, etc.) and check the appropriate box below. Enter only one tax form number per request. ► \_\_\_\_\_

**a Return Transcript**, which includes most of the line items of a tax return as filed with the IRS. A tax return transcript does not reflect changes made to the account after the return is processed. Transcripts are only available for the following returns: Form 1040 series, Form 1065, Form 1120, Form 1120-A, Form 1120-H, Form 1120-L, and Form 1120S. Return transcripts are available for the current year and returns processed during the prior 3 processing years. Most requests will be processed within 10 business days . . . . . ☐

**b Account Transcript**, which contains information on the financial status of the account, such as payments made on the account, penalty assessments, and adjustments made by you or the IRS after the return was filed. Return information is limited to items such as tax liability and estimated tax payments. Account transcripts are available for most returns. Most requests will be processed within 10 business days . . . ☐

**c Record of Account**, which provides the most detailed information as it is a combination of the Return Transcript and the Account Transcript. Available for current year and 3 prior tax years. Most requests will be processed within 10 business days . . . . . ☐

**7 Verification of Nonfiling**, which is proof from the IRS that you **did not** file a return for the year. Current year requests are only available after June 15th. There are no availability restrictions on prior year requests. Most requests will be processed within 10 business days . . . ☐

**8 Form W-2, Form 1099 series, Form 1098 series, or Form 5498 series transcript.** The IRS can provide a transcript that includes data from these information returns. State or local information is not included with the Form W-2 information. The IRS may be able to provide this transcript information for up to 10 years. Information for the current year is generally not available until the year after it is filed with the IRS. For example, W-2 information for 2011, filed in 2012, will likely not be available from the IRS until 2013. If you need W-2 information for retirement purposes, you should contact the Social Security Administration at 1-800-772-1213. Most requests will be processed within 10 business days . . . ☐

**Caution:** If you need a copy of Form W-2 or Form 1099, you should first contact the payer. To get a copy of the Form W-2 or Form 1099 filed with your return, you must use Form 4506 and request a copy of your return, which includes all attachments.

**9 Year or period requested.** Enter the ending date of the year or period, using the mm/dd/yyyy format. If you are requesting more than four years or periods, you must attach another Form 4506-T. For requests relating to quarterly tax returns, such as Form 941, you must enter each quarter or tax period separately.

/	/	/	/
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**Caution:** Do not sign this form unless all applicable lines have been completed.

**Signature of taxpayer(s).** I declare that I am either the taxpayer whose name is shown on line 1a or 2a, or a person authorized to obtain the tax information requested. If the request applies to a joint return, at least one spouse must sign. If signed by a corporate officer, 1 percent or more shareholder, partner, managing member, guardian, tax matters partner, executor, receiver, administrator, trustee, or party other than the taxpayer, I certify that I have the authority to execute Form 4506-T on behalf of the taxpayer. **Note:** This form must be received by IRS within 120 days of the signature date.

<input type="checkbox"/> <b>Signatory attests that he/she has read the attestation clause and upon so reading declares that he/she has the authority to sign the Form 4506-T. See instructions.</b>	Phone number of taxpayer on line 1a or 2a
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <b>Signature</b> (see instructions)         </div> <div style="width: 40%;"> <b>Date</b> </div> </div>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <b>Title</b> (if line 1a above is a corporation, partnership, estate, or trust)         </div> <div style="width: 40%;"> <b>Date</b> </div> </div>	
<div style="display: flex; justify-content: space-between;"> <div style="width: 60%;"> <b>Spouse's signature</b> </div> <div style="width: 40%;"> <b>Date</b> </div> </div>	

Section references are to the Internal Revenue Code unless otherwise noted.

## Future Developments

For the latest information about Form 4506-T and its instructions, go to [www.irs.gov/form4506t](http://www.irs.gov/form4506t). Information about any recent developments affecting Form 4506-T (such as legislation enacted after we released it) will be posted on that page.

## General Instructions

**Caution:** Do not sign this form unless all applicable lines have been completed.

**Purpose of form.** Use Form 4506-T to request tax return information. You can also designate (on line 5) a third party to receive the information. Taxpayers using a tax year beginning in one calendar year and ending in the following year (fiscal tax year) must file Form 4506-T to request a return transcript.

**Note:** If you are unsure of which type of transcript you need, request the Record of Account, as it provides the most detailed information.

**Tip.** Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

**Automated transcript request.** You can quickly request transcripts by using our automated self-help service tools. Please visit us at [IRS.gov](http://IRS.gov) and click on "Get a Tax Transcript..." under "Tools" or call 1-800-908-9946.

**Where to file.** Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart below shows two different addresses, send your request to the address based on the address of your most recent return.

## Chart for individual transcripts (Form 1040 series and Form W-2 and Form 1099)

If you filed an individual return and lived in:	Mail or fax to:
Alabama, Kentucky, Louisiana, Mississippi, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	Internal Revenue Service RAIVS Team Stop 6716 AUSC Austin, TX 73301  855-587-9604
Alaska, Arizona, Arkansas, California, Colorado, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Michigan, Minnesota, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Utah, Washington, Wisconsin, Wyoming	Internal Revenue Service RAIVS Team Stop 37106 Fresno, CA 93888  855-800-8105
Connecticut, Delaware, District of Columbia, Florida, Georgia, Maine, Maryland, Massachusetts, Missouri, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Vermont, Virginia, West Virginia	Internal Revenue Service RAIVS Team Stop 6705 P-6 Kansas City, MO 64999  855-821-0094

## Chart for all other transcripts

If you lived in or your business was in:	Mail or fax to:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	Internal Revenue Service RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409  855-298-1145
Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin	Internal Revenue Service RAIVS Team P.O. Box 145500 Stop 2800 F Cincinnati, OH 45250  855-800-8015

**Line 1b.** Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

**Line 3.** Enter your current address. If you use a P.O. box, include it on this line.

**Line 4.** Enter the address shown on the last return filed if different from the address entered on line 3.

**Note:** If the addresses on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address. For a business address, file Form 8822-B, Change of Address or Responsible Party — Business.

**Line 6.** Enter only one tax form number per request.

**Signature and date.** Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. The IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.



**CAUTION** You must check the box in the signature area to acknowledge you have the authority to sign and request the information. The form will not be processed and returned to you if the box is unchecked.

**Individuals.** Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

**Corporations.** Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer. A bona fide shareholder of record owning 1 percent or more of the outstanding stock of the corporation may submit a Form 4506-T but must provide documentation to support the requester's right to receive the information.

**Partnerships.** Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

**All others.** See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

**Note:** If you are Heir at law, Next of kin, or Beneficiary you must be able to establish a material interest in the estate or trust.

**Documentation.** For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

**Signature by a representative.** A representative can sign Form 4506-T for a taxpayer only if the taxpayer has specifically delegated this authority to the representative on Form 2848, line 5. The representative must attach Form 2848 showing the delegation to Form 4506-T.

**Privacy Act and Paperwork Reduction Act Notice.** We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form**, 10 min.; **Preparing the form**, 12 min.; and **Copying, assembling, and sending the form to the IRS**, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service  
Tax Forms and Publications Division  
1111 Constitution Ave. NW, IR-6526  
Washington, DC 20224

Do not send the form to this address. Instead, see *Where to file* on this page.

LANCASTER MADISON APARTMENT CORP.  
Occupant Information Form

Date: \_\_\_\_\_ Apt. No.: \_\_\_\_\_

Lessee: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Lessee: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Lessee: \_\_\_\_\_ Social Security No.: \_\_\_\_\_

Please list all other occupants who will reside in apartment:

\_\_\_\_\_ Relationship: \_\_\_\_\_

\_\_\_\_\_ Relationship: \_\_\_\_\_

\_\_\_\_\_ Relationship: \_\_\_\_\_

Lessee Contact Information:

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

Work Number: \_\_\_\_\_ Work Number: \_\_\_\_\_

Cell Phone: \_\_\_\_\_ Cell Phone: \_\_\_\_\_

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

Other: \_\_\_\_\_ Other: \_\_\_\_\_

Person to notify in the event of an emergency: \_\_\_\_\_

Emergency Daytime Number: \_\_\_\_\_

Emergency Evening Number: \_\_\_\_\_

FIRE SAFETY PLAN-2015  
PART I -- BUILDING INFORMATION SECTION

BUILDING OWNER/REPRESENTATIVE:

KYROUS REALTY GROUP, INC.  
263 WEST 38TH STREET, SUITE 15E  
NEW YORK, NY 10018  
Telephone: (212) 302-1500

BUILDING ADDRESS:

1820 MADISON AVENUE  
NEW YORK, NY 10035

BUILDING INFORMATION:

Year of Construction: 2010

Type of Construction: ☐ Combustible ☒ Non-Combustible

Number of Floors: 8 Above ground 1 Below ground

Sprinkler System: ☒ Yes ☐ No

Sprinkler System Coverage: ☒ Entire Building ☐ Partial *(complete all that apply):*

☒ Dwelling Units:

☒ Hallways:

☐ Stairwells:

☒ Compactor Chute:

☐ Other: Garage

Fire Alarm: ☒ Yes ☒ Transmits Alarm to Fire Dept/Fire Alarm Co ☐ No

Location of Manual Pull Stations: LOBBY ONLY

Public Address System: ☐ Yes ☒ No

Location of Speakers: ☐ Stairwell ☐ Hallway ☐ Dwelling Unit ☐ Other:

**Means of Egress** (e.g., Unenclosed/Enclosed Interior Stairs, Exterior Stairs, Fire Tower Stairs, Fire Escapes, and Exits):

Types of Egress	Identification	Location	Leads to
ENCLOSED INTERIOR STAIRWELL	A	WEST SIDE	LOBBY/ROOF
ENCLOSED INTERIOR STAIRWELL	B	EAST SIDE	EMERGENCY EXIT DOOR LOBBY AREA/ROOF

FIRE SAFETY PLAN  
PART II—FIRE EMERGENCY INFORMATION

THIS FIRE SAFETY PLAN IS INTENDED TO HELP YOU AND THE MEMBERS OF YOUR HOUSEHOLD PROTECT YOURSELVES IN THE EVENT OF FIRE. THIS FIRE SAFETY PLAN CONTAINS:

- Basic fire prevention and fire preparedness measures that will reduce the risk of fire and maximize your safety in the event of a fire.
- Basic information about your building, including the type of construction, the different ways of exiting the building, and the types of fire safety systems it may have.
- Emergency fire safety and evacuation instructions in the event of fire in your building.

PLEASE TAKE THE TIME TO READ THIS FIRE SAFETY PLAN AND TO DISCUSS IT WITH THE MEMBERS OF YOUR HOUSEHOLD. FIRE PREVENTION, PREPAREDNESS, AND AWARENESS CAN SAVE YOUR LIFE!

IN THE EVENT OF A FIRE,  
**CALL 911**  
OR THE FIRE DEPARTMENT DISPATCHER, AT  
Manhattan (212) 999-2222  
Bronx (212) 999-3333  
Brooklyn (718) 999-4444  
Queens (718) 999-5555  
Staten Island (718) 999-6666  
OR TRANSMIT AN ALARM FROM  
THE NEAREST FIRE ALARM BOX

**BASIC FIRE PREVENTION AND FIRE PREPAREDNESS MEASURES**

These are fire safety tips that everybody should follow:

1. Every apartment should be equipped with at least one smoke detector. Check them periodically to make sure they work. Most smoke detectors can be tested by pressing the test button. Replace the batteries in the spring and fall when you move your clocks forward or back an hour, and whenever a smoke detector chirps to signal that its battery is low. The smoke detector should be replaced on a regular basis in accordance with the manufacturer's recommendation, but at least once every ten years.
2. Carelessly handled or discarded cigarettes are the leading cause of fire deaths. Never smoke in bed or when you are drowsy, and be especially careful when smoking on a sofa. Be sure that you completely extinguish every cigarette in an ashtray that is deep and won't tip over. Never leave a lit or smoldering cigarette on furniture.
3. Matches and lighters can be deadly in the hands of children. Store them out of reach of children and teach them about the danger of fire.
4. Do not leave cooking unattended. Keep stove tops clean and free of items that can catch on fire. Before you go to bed, check your kitchen to ensure that your oven is off and any coffeepot or teapot is unplugged.
5. Never overload electrical outlets. Replace any electrical cord that is cracked or frayed. Never run extension cords under rugs. Use only power strips with circuit-breakers.
6. Keep all doorways and windows leading to fire escapes free of obstructions, and report to the owner any obstructions or accumulations of rubbish in the hallways, stairwells, fire escapes or other means of egress.
7. Install window gates only if it is absolutely necessary for security reasons. Install only approved window gates. Do not install window gates with key locks. A delay in finding or using the key could cost lives. Maintain the window gate's

opening device so it operates smoothly. Familiarize yourself and the members of your household with the operation of the window gate.

8. Familiarize yourself and members of your household with the location of all stairwells, fire escapes and other means of egress.

9. With the members of your household, prepare an emergency escape route to use in the event of a fire in the building. Choose a meeting place a safe distance from your building where you should all meet in case you get separated during a fire.

10. Exercise care in the use and placement of fresh cut decorative greens, such as Christmas trees and holiday wreaths. If possible, keep them planted or in water. Do not place them in public hallways or where they might block egress from your apartment if they catch on fire. Keep them away from any flame, including fireplaces. Do not keep for extended period of time; as they dry, decorative greens become easily combustible.

## BUILDING INFORMATION

### Building Construction

In a fire emergency, the decision to leave or to stay in your apartment will depend in part on the type of building you are in.

Residential buildings built before 1968 are generally classified either as "fireproof" or "non-fireproof." Residential buildings built in or after 1968 are generally classified either as "combustible" or "non-combustible." The type of building construction generally depends on the size and height of the building.

A "non-combustible" or "fireproof" building is a building whose structural components (the supporting elements of the building, such as steel or reinforced concrete beams and floors) are constructed of materials that do not burn or are resistant to fire and therefore will not contribute to the spread of the fire. In such buildings, fires are more likely to be contained in the apartment or space in which they start and less likely to spread inside the building walls to other apartments and floors. THIS DOES NOT MEAN THAT THE BUILDING IS IMMUNE TO FIRE. While the structural components of the building may not catch fire, all of the contents of the building (including furniture, carpeting, wood floors, decorations and personal belongings) may catch on fire and generate flame, heat and large amounts of smoke, which can travel throughout the building, especially if apartment or stairwell doors are left open.

A "combustible" or "non-fireproof" building has structural components (such as wood) that will burn if exposed to fire and can contribute to the spread of the fire. In such buildings, the fire can spread inside the building walls to other apartments and floors, in addition to the flame, heat and smoke that can be generated by the burning of the contents of the building. Be sure to check Part I (Building Information Section) of this fire safety plan to see what type of building you are in.

### Means of Egress

All residential buildings have at least one means of egress (way of exiting the building), and most have at least two. There are several different types of egress:

**Interior Stairs:** All buildings have stairs leading to the street level. These stairs may be enclosed or unenclosed. Unenclosed stairwells (stairs that are not separated from the hallways by walls and doors) do not prevent the spread of flame, heat and smoke. Since flame, heat and smoke generally rise, unenclosed stairwells may not ensure safe egress in the event of a fire on a lower floor. Enclosed stairs are more likely to permit safe egress from the building, if the doors are kept closed. It is important to get familiar with the means of egress available in your building.

**Exterior Stairs:** Some buildings provide access to the apartments by means of stairs and corridors that are outdoors. The fact that they are outdoors and do not trap heat and smoke enhance their safety in the event of a fire, provided that they are not obstructed.

**Fire Tower Stairs:** These are generally enclosed stairwells in a "tower" separated from the building by air shafts open to the outside. The open air shafts allow heat and smoke to escape from the building.

**Fire Escapes:** Many older buildings are equipped with a fire escape on the outside of the building, which is accessed through a window or balcony. Fire escapes are considered a "secondary" or alternative means of egress, and are to be used if the primary means of egress (stairwells) cannot be safely used to exit the building because they are obstructed by flame, heat or smoke.

Exits: Most buildings have more than one exit. In addition to the main entrance to the building, there may be separate side exits, rear exits, basement exits, roof exits and exits to the street from stairwells. Some of these exits may have alarms. Not all of these exits may lead to the street. Roof exits may or may not allow access to adjoining buildings. **Be sure to review Part I (Building Information Section) of this fire safety plan and familiarize yourself with the different means of egress from your building.**

### Fire Sprinkler Systems

A fire sprinkler system is a system of pipes and sprinkler heads that when triggered by the heat of a fire automatically discharges water that extinguishes the fire. The sprinkler system will continue to discharge water until it is turned off. When a sprinkler system activates, an alarm is sounded.

Sprinkler systems are very effective at preventing fire from spreading beyond the room in which it starts. However, the fire may still generate smoke, which can travel throughout the building.

Residential buildings are generally not required to have fire sprinkler systems. Some residential buildings are equipped with sprinkler systems, but only in compactors chutes and rooms or boiler rooms. All apartment buildings constructed or substantially renovated after March 1999 will be required by law to be equipped with fire sprinkler systems throughout the building.

**Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with fire sprinkler systems.**

### Interior Fire Alarm Systems

Although generally not required, some residential buildings are equipped with interior fire alarm systems that are designed to warn building occupants of a fire in the building. Interior fire alarm systems generally consist of a panel located in a lobby or basement, with manual pull stations located near the main entrance and by each stairwell door. Interior fire alarm systems are usually manually-activated (must be pulled by hand) and do not automatically transmit a signal to the Fire Department, so a telephone call must still be made to 911 or the Fire Department dispatcher. Do not assume that the Fire Department has been notified because you hear a fire alarm or smoke detector sounding in the building.

**Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with an interior fire alarm system and whether the alarm is transmitted to the Fire Department, and familiarize yourself with the location of the manual pull stations and how to activate them in the event of a fire.**

### Public Address Systems

Although generally not required, some residential buildings are equipped with public address systems that enable voice communications from a central location, usually in the building lobby. Public address systems are different from building intercoms, and usually consist of loudspeakers in building hallways and/or stairwells.

**Be sure to review Part I (Building Information Section) of this fire safety plan to learn whether your building is equipped with a public address system.**

### EMERGENCY FIRE SAFETY AND EVACUATION INSTRUCTIONS

**IN THE EVENT OF A FIRE, FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL. HOWEVER, THERE MAY BE EMERGENCY SITUATIONS IN WHICH YOU MAY BE REQUIRED TO DECIDE ON A COURSE OF ACTION TO PROTECT YOURSELF AND THE OTHER MEMBERS OF YOUR HOUSEHOLD.**

**THIS FIRE SAFETY PLAN IS INTENDED TO ASSIST YOU IN SELECTING THE SAFEST COURSE OF ACTION IN SUCH AN EMERGENCY. PLEASE NOTE THAT NO FIRE SAFETY PLAN CAN ACCOUNT FOR ALL OF THE POSSIBLE FACTORS AND CHANGING CONDITIONS; YOU WILL HAVE TO DECIDE FOR YOURSELF WHAT IS THE SAFEST COURSE OF ACTION UNDER THE CIRCUMSTANCES.**

### General Emergency Fire Safety Instructions

1. Stay calm. Do not panic. Notify the Fire Department as soon as possible. Firefighters will be on the scene of a fire within minutes of receiving an alarm.
2. Because flame, heat and smoke rise, generally a fire on a floor below your apartment presents a greater threat to your safety than a fire on a floor above your apartment.
3. Do not overestimate your ability to put out a fire. Most fires cannot be easily or safely extinguished. Do not attempt to put the fire out once it begins to quickly spread. If you attempt to put a fire out, make sure you have a clear path of retreat from the room.
4. If you decide to exit the building during a fire, close all doors as you exit to confine the fire. Never use the elevator. It could stop between floors or take you to where the fire is.

5. Heat, smoke and gases emitted by burning materials can quickly choke you. If you are caught in a heavy smoke condition, get down on the floor and crawl. Take short breaths, breathing through your nose.
6. If your clothes catch fire, don't run. Stop where you are, drop to the ground, cover your face with your hands to protect your face and lungs and roll over to smother the flames.

#### **Evacuation Instructions If The Fire Is In Your Apartment (All Types of Building Construction)**

1. Close the door to the room where the fire is, and leave the apartment.
2. Make sure EVERYONE leaves the apartment with you.
3. Take your keys.
4. Close, but do not lock, the apartment door.
5. Alert people on your floor by knocking on their doors on your way to the exit.
6. Use the nearest stairwell to exit the building.
7. DO NOT USE THE ELEVATOR.
8. Call 911 once you reach a safe location. Do not assume the fire has been reported unless firefighters are on the scene.
9. Meet the members of your household at a predetermined location outside the building. Notify responding firefighters if anyone is unaccounted for.

#### **Evacuation Instructions If The Fire Is Not In Your Apartment**

##### **"NON-COMBUSTIBLE" OR "FIREPROOF" BUILDINGS:**

1. Stay inside your apartment and listen for instructions from firefighters unless conditions become dangerous.
2. If you must exit your apartment, first feel the apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
3. If you can safely exit your apartment, follow the instructions above for a fire in your apartment.
4. If you cannot safely exit your apartment or building, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
5. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
6. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
7. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
8. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

##### **"COMBUSTIBLE" OR "NON-FIREPROOF" BUILDING**

1. Feel your apartment door and doorknob for heat. If they are not hot, open the door slightly and check the hallway for smoke, heat or fire.
2. Exit your apartment and building if you can safely do so, following the instructions above for a fire in your apartment.
3. If the hallway or stairwell is not safe because of smoke, heat or fire and you have access to a fire escape, use it to exit the building. Proceed cautiously on the fire escape and always carry or hold onto small children.
4. If you cannot use the stairs or fire escape, call 911 and tell them your address, floor, apartment number and the number of people in your apartment.
  - A. Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
  - B. Open windows a few inches at top and bottom unless flames and smoke are coming from below. Do not break any windows.
  - C. If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
  - D. If smoke conditions worsen before help arrives, get down on the floor and take short breaths through your nose. If possible, retreat to a balcony or terrace away from the source of the smoke, heat or fire.

Lancaster Madison Apartment Corp.  
c/o Kyrour Realty Group, Inc.  
263 West 38<sup>th</sup> Street, Suite #15E  
New York, NY 10018-5851

### 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

**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.

- 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.
- **Always report peeling paint to your landlord. Call 311 if your landlord does not respond.**

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.

##### Window Guards

**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).

- **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 4 $\frac{1}{2}$  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.

These requirements apply to all buildings with 3 or more apartments, regardless of when they were built.

**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 \_\_\_\_\_