

# KYROUS REALTY GROUP

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263 West 38<sup>th</sup> street • Suite 15E • New York, NY 10018  
Phone: 212.302.1500 • Fax: 212.3023588 • E-mail: [carine@kyrousrealtygroup.com](mailto:carine@kyrousrealtygroup.com)

## 250 Bowery Condominium– Lease Application

Dear Unit Owner:

Thank you for notifying us of your intent to lease your unit. Enclosed you will find an application package which must be completed by your prospective tenant.

These forms will be reviewed and considered by the Condominium Board to determine whether they will exercise their Right of First Refusal. Pursuant to the By-Laws of the Condominium, the Condominium Board has a ***thirty-day period*** to waive its Right of First Refusal. This period begins at the time of receipt of a **completed package** by the Condominium Board. If the information provided by you or your prospective tenant is incomplete, the Condominium Board will request additional data, and the thirty-day period will begin on receipt by the Condominium Board of the additional material.

Sincerely,

Kyrous Realty Group

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## IMPORTANT NOTICE

### *Please Read Carefully*

Kyrous Realty Group 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 Part 4—Credit Report Release). This is the only place on the application requiring a social security number, but social security numbers may be contained in 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 cannot be responsible for the security of this information if it is included in these documents.

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## 250 Bowery Condominium— Important Information and Required Documents

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 required documents must be assembled into a complete package and emailed to [carine@kyrousrealtygroup.com](mailto:carine@kyrousrealtygroup.com). **DO NOT DUPLICATE THE HOUSE RULES.** 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 Condominium Board for review.

All outstanding common charges, assessments and related fees due to the Condominium must be paid by the Unit Owner to the Condominium prior to the Tenant moving in.

### **Important Information (Please read carefully before completing your application)**

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

1. No personal checks will be accepted. Only certified checks, money orders or cash will be accepted.

### **Complete the following enclosed forms and return**

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- 1. Owner Information for Lease—This form must be filled out in its entirety in order for your application to be considered for review. All applicants and guarantors are required to complete Part 1 and Part 2.
- 2. Applicant Information for Lease—This form must be filled out in its entirety in order for your application to be considered for review. All applicants and guarantors are required to complete Part 1 and Part 2.
- 3. Consumer Report Authorization—Every adult must include social security number, birth date and a US residence (no PO Boxes).
- 4. Rider To Lease - This form must be filled out in its entirety in order for your application to be considered for review. All applicants and guarantors are required to complete Part 5
- 5. Acknowledgement of Receipt of By-Laws (Part 6).
- 6. Government Forms - These forms must be completed in order for your application to be considered for review (Part 7).

### **Provide the following additional documents (Documents will not be returned)**

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- 1. A copy of the fully executed lease agreement, 6 months minimum.

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## 250 Bowery Condominium – Lease Fees

### Schedule of Fees – Due at Submission

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- 1. **Damage Deposit: \$1,000.00 certified check**, payable to **250 Bowery Condominium**. This check will be returned to the tenant after the move-in to the building is complete. In case of damage to the Condominium property, the cost of repairs will be deducted from this deposit.
- 2. **Credit Check Fee: \$150.00 per person**. This check is non-refundable and made payable to Kyrous Realty Group. This check must be a certified check, money order.
- 3. **Move-in Fee (for elevator use): 1-month Common Charges by certified check, money order or cashier's check payable to 250 Bowery Condominium**. 1 month payable by the Renter. The fee is non-refundable.
- 4. **Move-out Fee (for elevator use): 1-month Common Charges by certified check, money order or cashier's check payable to 250 Bowery Condominium**. 1 month payable by the Renter. The fee is non-refundable
- 5. **Criminal Check Fee: \$150.00 per person**. This check is non-refundable and made payable to **Kyrous Realty Group**. This check must be a certified check, money order.
- 6. **Application Processing Fee: \$750.00 payable by Owner with a certified check**, payable to **Kyrous Realty Group**.
- 7. **Application Fee: 1-month Common Charge payable by Renter with a certified check payable to 250 Bowery Condominium**.
- 8. **Owner Waiver processing fee: 1-month Common Charges**.

### Schedule of Fees – Due at renewal

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- 1. **Renewal administrative fee, \$250.00**, payable to **Kyrous Realty Group**. This check is non-refundable.
- 2. **Annual Lease Fee**: One month's common charges due from the Unit Owner and One month's common charges due from the Renter payable to **250 Bowery Condominium**. This check is non-refundable.

### Fees Acknowledgement

I (we) hereby acknowledge that all fees paid pursuant to this lease application are nonrefundable, unless otherwise noted, and hereby authorize you or your agents to obtain a credit report and related information and contact any references or employers listed herein.

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Applicant Signature

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Co-Applicant Signature

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## Part 1 – Owner Information for Lease

### NOTICE OF INTENT

To: The Condominium Board of  
250 Bowery \_\_\_\_\_ Address: \_\_\_\_\_  
From: \_\_\_\_\_ Residence Phone: \_\_\_\_\_  
Name(s) of Present Unit Owner(s) \_\_\_\_\_  
Office Phone: \_\_\_\_\_  
Re: Unit No: \_\_\_\_\_

### NOTICE OF INTENT

In accordance with the regulations established by the Condominium Board under the Declaration of Condominium Ownership and By-Laws, I hereby submit to the Condominium Board this Notice of Intention to Lease the Unit to the party or parties (and only those parties) named below and upon the terms specified in the attached Lease Agreement. The tender to and receipt by the Condominium Board of this form when completed in its entirety shall constitute valid notice of my intention to lease the Unit.

### TERMS OF THE LEASE

Attached is a true copy of the Lease Agreement setting forth all of the terms of the Agreement between the parties.

### SIGNED BY UNIT OWNER(S)

Unit Owner Signature \_\_\_\_\_

Unit Owner Signature \_\_\_\_\_

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

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

### PROPOSED TENANT(S)

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

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

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

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

### EMERGENCY CONTACT INFO

#### OWNER INFORMATION:

Unit No: \_\_\_\_\_

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

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

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

Person to call in the event of an emergency:

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

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

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

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

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## UNIT LEASE RULES

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The undersigned hereby submits this application to lease Unit No. \_\_\_\_\_ (the "Unit") in 250 Bowery Condominium and acknowledge their understanding of the following:

1. Pursuant to authority granted in the By-Laws of the Condominium, the Condominium Board will utilize this application to obtain background information regarding the proposed tenant.
2. The Condominium Board may require additional information.
3. The proposed lease cannot be completed without the Condominium Board's Waiver of its Right of First Refusal.
4. The By-Laws and Rules and Regulations that govern the occupancy of the Unit, by the applicant, have been read and agreed to.
5. If the Condominium Board exercises its Right of First Refusal, neither the Condominium nor the Condominium Board will be responsible for any liabilities or expenses incurred by the Applicant and/or Unit Owner.
6. Falsification of information provided, or omission of material information herein may result, without limitation, in revocation of the Condominium Board's waiver of its Right of First Refusal.
7. The lease will not be considered unless and until the Unit Owner satisfies all outstanding arrears due and owns the Condominium.

The undersigned acknowledges that, if this application is accepted, the undersigned will not, without the prior written consent of the Condominium Board, make any alterations to the Unit; lease the Unit; extend the term of the lease without the prior approval of the Condominium Board; permit non-family members to reside in the Unit; use the Unit for other than residential purposes; or violate any provision of the Declaration, Rules and Regulations or By-Laws. The undersigned acknowledge that they are leasing the Unit in an "as is" condition and neither the Condominium nor the Condominium Board has any obligation to make repairs to the Unit, except as set forth in the By-Laws.

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

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

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

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

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## ASSESSMENTS & COMMON CHARGE PAYMENTS

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All assessments and outstanding charges issued against a Unit must be paid in full before the Condominium will waive its Right of First Refusal with respect to any lease or sale.

I have read the above and agree.

**Unit Owner Signature** \_\_\_\_\_

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

**Unit Owner Signature** \_\_\_\_\_

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

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## AGREEMENT REGARDING ARREARS

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In the event that the Unit Owner is in arrears in the payment of common charges, assessments and/or related expenses, including but not limited to late fees, the Tenant will be instructed by the Condominium or its authorized agent to pay monthly rent directly to 250 Bowery Condominium.

The Tenant agrees to pay the rent directly to 250 Bowery Condominium following notice by the Condominium or its authorized agent.

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The Condominium will notify the Tenant when the arrears have been paid so that the Tenant can resume payments to the Unit Owner/Landlord. These payments are in addition to any and all remedies that may be invoked by the Condominium pursuant to the terms of the Offering Plan and the relevant statutes. Any failure to make such payments shall entitle the Condominium Board to commence summary eviction proceedings as the attorney-in-fact of the landlord against the Tenant.

ACCEPTED AND AGREED TO:

**Applicant Signature** \_\_\_\_\_ Date: \_\_\_\_\_

**Unit Owner Signature** \_\_\_\_\_ Date: \_\_\_\_\_

This form must be signed by both the Unit Owner and Proposed Tenant(s).

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## AGREEMENT REGARDING RENEWAL PROCEDURE

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Should the Unit Owner choose to renew the lease with the existing Tenant, the Unit Owner agrees to provide written notice and a copy of the renewed lease agreement and/or lease extension to the Managing Agent within thirty (30) days of the termination of the existing lease.

In accordance with the lease renewal procedure for the building, the Unit Owner also agrees to submit the amount of the lease fee, due to the Condominium (see Page 4), upon renewal for each additional year, and the \$250.00 administrative fee, due to the Managing Agent, upon such renewal.

Should the tenancy extend past the lease end date of record, this shall be considered to be a Renewal, and all required fees will be due.

ACCEPTED AND AGREED TO:

**Unit Owner Signature** \_\_\_\_\_ Date: \_\_\_\_\_

**Unit Owner Signature** \_\_\_\_\_ Date: \_\_\_\_\_

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## Part 2 – Applicant Information for Lease

### TENANT DATA INFORMATION

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

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

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

Addresses of Additional Residences  
Owned/Leased:

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

Do you own your present residence? Yes  No

### CURRENT EMPLOYER INFORMATION:

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

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

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

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

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

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

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

### PREVIOUS EMPLOYER INFORMATION:

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

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

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

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

### SPOUSE'S EMPLOYER INFORMATION:

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

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

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

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

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

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

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

### BROKER INFORMATION:

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

### ATTORNEY INFORMATION:

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

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

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

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

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

Are there any outstanding judgments against you? Yes  No

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

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

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

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

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

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## EMERGENCY CONTACT INFO

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**APPLICANT INFORMATION:**

Unit No: \_\_\_\_\_

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

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

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

Person to call in the event of an emergency:

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

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

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

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

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## MOVE IN MOVE OUT

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1. All moves are coordinated through **Kyrous Realty Group**. Please contact Carine Coradin at 212.302.1500 in order to schedule your move-in date. **Arrangements must be made with the management office at least ten (10) days in advance to reserve the elevator for a major move-in or move-out.** When scheduling your moving date, please provide management with the name and telephone number of your moving company and alert us as to any special requirements that you may have.
2. Moving times are Monday through Friday, starting at 9 a.m. and must be completed by 4 p.m., **no exception**. Late moves will be charged \$100.00 per hour for overtime. Move-ins or move-outs are **not** permitted on weekends or holidays.
3. The movers must leave your previous residence no later than 12:30 p.m. in order to complete your move on time

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4. A \$1,000 damage deposit (refundable) payable to **250 Bowery Condominium** should be submitted with this application. It will be returned to you after your move is complete and the halls and elevators have been inspected. The certificate holder to be named is 250 Bowery Condominium, c/o Kyrous Realty Group, 263 West 38<sup>th</sup> street, Suite 15E, New York, NY 10018. Those to be named on all certificates of insurance as additional insureds are: 250 Bowery Condominium, Kyrous Realty Group, unit owner's name and unit number.

Boxes, cartons and other refuse must be disposed of properly in compliance with recycling requirements. I have read these regulations and agree to be bound by them.

**Unit No:** \_\_\_\_\_

**Applicant Name (Print)** \_\_\_\_\_

**Applicant Name (Print)** \_\_\_\_\_

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

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

## KEYS

The Condominium must have access to every apartment in the event of an emergency. Toward this end, each resident is asked to leave a full set of keys with the Resident Manager. These keys will be used only in an emergency. Residents who fail to provide keys will be subject to any and all expenses incurred by the Condominium in obtaining access.

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

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

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

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

## PET RIDER

**RIDER ATTACHED TO AND FORMING PART OF THE LEASE DATED ( ) BETWEEN 250 BOWERY CONDOMINIUM ("LANDLORD" OR "OWNER") AND ( ) ("OWNER(S)") FOR UNIT NO ( ) IN THE BUILDING LOCATED AT 250 BOWERY, NEW YORK, NY 10012.**

**WHEREAS**, the Tenant(s) has received notice and fully understands that new tenants in the above-mentioned building are not allowed to keep no more than a total of 2 dogs and/or cats

**THEREFORE**, the Tenant(s) hereby undertakes and agrees to abide by the above prohibition during the entire time the Tenant(s) shall occupy the above captioned apartment. The Tenant(s) further agrees that any violation of the above prohibition against pets shall constitute a violation of a substantial obligation, and that the Landlord shall, in such event, be entitled to terminate the lease agreement and any lease extensions and insist that the Tenant(s) vacate the apartment. In addition, the Tenant(s) shall be responsible for all expenses incurred by the Landlord in connection therewith, including, but not limited to legal fees.

**IN WITNESS THEREOF**, agent for the Landlord and Tenant(s) have respectively signed this agreement as of the day and the year or its AGENT.

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

Date \_\_\_\_\_

By: \_\_\_\_\_

**Kyrous Realty Group**

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

Date \_\_\_\_\_

By: \_\_\_\_\_

**Kyrous Realty Group**

### **PET REGISTRATION FORM**

Two (2) Pets per Household are permitted in the building with Board approval in accordance with the House Rules. The House Rules require that Unit Owners obtain permission and therefore register their pet(s) by providing the managing agent with the information requested below.

Unit Owners are reminded that pet ownership is subject to compliance with the House Rules and that the Board of Managers of the 250 Bowery Condominium may require the removal of pets that cause repeated disturbances and/or cause injuries to any person or other pet in the building.

UNIT NUMBER: \_\_\_\_\_

UNIT OWNER  
NAME(S): \_\_\_\_\_  
\_\_\_\_\_

TYPE OF PET:  DOG  CAT

NAME OF PET: \_\_\_\_\_

BREED OF PET: \_\_\_\_\_

AGE: \_\_\_\_\_

HEIGHT: \_\_\_\_\_

WEIGHT: \_\_\_\_\_

*PLEASE SUBMIT A PHOTO OF THE PET WHEN SUBMITTING THIS REGISTRATION FORM.*

TERMS READ, ACKNOWLEDGED, AND AGREED TO:

\_\_\_\_\_ TENANT SIGNATURE

\_\_\_\_\_ TENANT NAME

\_\_\_\_\_ DATE

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## Consumer Information

### CREDIT REPORT RELEASE

I (we) hereby authorize Kyrous Realty Group, on behalf of 250 Bowery Condominium, 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 Kyrous Realty Group. and 250 Bowery Condominium 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 a Credit Report Release.

PLEASE PROVIDE THE FOLLOWING INFORMATION:

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

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

**Social Security No:** \_\_\_\_\_

**Social Security No:** \_\_\_\_\_

**Alias(es):** \_\_\_\_\_

**Alias(es):** \_\_\_\_\_

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

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

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

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

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

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

**Employer's Company Name**

**Employer's Company Name**

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

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

**Applicant Signature**

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

**Applicant Signature**

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

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## Rider to Lease (to be attached to the Lease Contract)

This agreement and the rights and obligations of the parties hereunder are hereby made expressly subject to the rights, if any, of the Condominium Board of the Condominium with respect to the transaction embodied herein pursuant to the terms of Sections 7.2 and 7.3 of the By-Laws of the Condominium, as the same may have been amended.

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**Unit Owner Signature**

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

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**Applicant Signature**

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

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**Unit Owner Signature**

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

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**Applicant Signature**

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

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## Part 6 – By Laws

### HOUSE RULES

1. The sidewalks, entrance passages, public halls, elevators, vestibules, corridors and stairways of or perseverance to the building shall not be obstructed or used for any purpose other than ingress to and egress from the Units.
2. No article (including, but not limited, to, garbage cans, bottles or mats) shall be placed in any of the halls or on any of the staircases or fire tower landings of the building, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows, roofs or patio or placed on the windowsills of the building.
3. Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators, vestibules, corridors, or stairways of the building.
4. Except as otherwise provided in the By-Laws, no public hall, or public elevator, the vestibule of the building shall be decorated or furnished by any Unit Owner in any manner.
5. Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit it to be swept or thrown away from, or from the doors or windows thereof, any dirt or other substances.
6. No window guards or other window decorations shall be used in or about any Unit except such as shall have been approved in writing by the Board or the managing agent thereof, which approval shall not be unreasonably withheld or delayed.
7. No radio or television aerial shall be attached to or hung from the exterior of the Building and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Building except such as are permitted pursuant to the Declaration or the By-Laws or shall have been approved in writing by the Board or the managing agent thereof; nor shall anything be projected from any window of a Unit without similar approval.
8. No ventilator or air-conditioning device shall be installed in any Unit without the prior written approval of the Board, except such as are permitted pursuant to the Declaration or the By-Laws, which approval may be granted or refused in the sole discretion of the Board.
9. All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit Owner's Unit.
10. No Unit Owner shall make or permit any disturbing noise or activity in the building, or do or permit anything to be done therein, which will interfere with the rights, comforts or conveniences of other Unit Owners or tenants. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a phonograph, radio, television set, computer speaker, loudspeaker, or any other sound amplification device in such Unit Owner's Unit between midnight and the following 7:00 a.m., if the same shall disturb or annoy other occupants of the Building, and in no event shall practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 p.m. and the following 9:00 a.m. No construction or repair work or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 a.m. and 5:00 p.m., unless such construction or repair work is necessitated by an emergency.
11. No bird, reptile or animal shall be permitted, kept or harbored in any Unit unless the same in each instance shall have been expressly permitted in writing by the Board or the managing agent of the building and such consent, if given, shall be revocable by the Board or such managing agent in their sole discretion, at any time. In no event shall any bird, reptile or animal be permitted in any public elevator in the building, other than the elevator designated by the Board or the managing agent of the building for that purpose, or in any of the public portions of the building, unless carried or on leash. No pigeons or other birds or animals shall be fed from the windowsills, terraces or other public portions of the building or on the sidewalk or street adjacent to the building.
12. No refuse from the Units shall be sent to the cellar of the building except at such times and in such manner as the Board or the managing agent thereof may direct.
13. Water closets and other water apparatus in the building shall not be used for any purpose other than those for which they were designated, nor shall any sweeping, rubbish, rags or any other article be thrown into place. Any damage resulting from misuse of any water closets or other apparatus in a Unit shall be repaired and paid for by the owner of such Unit.
14. No occupant of the building shall send any employee of the Condominium or of the Managing agent out of the building on any private business.
15. The agents of the Board or the managing agent thereof, and any contractor or workman authorized by the Board or the managing agent thereof, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate such vermin, insects or other pests; however, such entry, inspection and examination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.
16. Corridor doors shall be kept always closed except when in actual use of ingress or egress to and from public corridors.
17. The Board or the managing agent thereof may retain a passkey to each Unit. If any lock is altered or a new lock is installed, the Board or the managing agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not personally present to open and permit an entry to his Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws and has not furnished a key to the Board or the managing agent thereof, then the Board or such managing agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the managing agent) may forcibly enter such Unit with liability for damages or trespass by reason thereof (if during such entry reasonable care is given to such Unit Owner's property).

# Kyrous Realty Group

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18. No vehicle belonging to a Unit Owner or to a member of the family or guest, tenant or employee of a Unit Owner shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the building.
19. The Board or the managing agent thereof may from time to time curtail or relocate any portion of the Common Elements devoted to storage or service purposes in the building.
20. Complaints regarding the service of the Condominium shall be made in writing to the Board or managing agent thereof.
21. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution by the Board.
22. Except for the Unit Owner with access to the penthouse of the building, or to service equipment located on the roof, Unit Owners, their families, guests, servants, employees, agents, visitor or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the building.
23. Unit Owners shall not cause or permit any unusual or objectionable noises or odors to be produced upon or to emanate from their Units or any terrace or patio appurtenant thereto.
24. No Unit Owner or any of his agents, family, servants, employees, licensees or visitors shall at any time bring into or keep in his Unit any inflammable, incendiary, combustible or explosive fluid, material, chemical or substances, except as shall be necessary and appropriate for the permitted uses of such Unit.
25. If any key or keys are entrusted by a Unit Owner or by any member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Condominium or of the managing agent thereof, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Board nor the managing agent thereof shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.
26. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance of the building or contents thereof without the prior written consent of the Board. No Unit Owner or occupant shall permit anything to be done or kept in his Unit or in the Common Elements which will result in the cancellation of insurance on the building, or which would be in violation of any law. No waste shall be committed in the Common Elements.
27. No group or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit without the consent of the Board or its managing agent.
28. No Unit Owner shall install any plantings on any terrace, balcony, garden or roof without the prior written approval of the Board, except plantings on the terraces, roof terraces and gardens adjacent to such Unit. Plantings shall be contained in boxes of wood lined with metal or other materials impervious to dampness and standing on supports at least two inches from the terrace, balcony, patio or roof surface, and if adjoining a wall at least three inches from such wall. Suitable seep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable seep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such terrace, balcony, patio or roof but shall stand on supports at least two inches above such surface. It shall be the responsibility of the Unit Owner to maintain the containers in good condition, and the drainage tiles and seep holes in operating condition. Such Unit Owner shall pay the cost of any repairs rendered necessary or damage caused by such plantings.
29. In the event that any Unit is used for home occupation purposes which are permitted by law, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.
30. Unless expressly authorized by the Board in each case, eighty (80%) percent of the floor area of each Unit (excepting only kitchens, bathrooms, closets and foyers) must be covered with rugs, carpeting or equally effective noise reducing material.
31. The following rules shall be observed with respect to the use of compactor equipment (if such equipment is installed and in use of the building):
  - a. Throwing carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, oil-soaked rags, empty paint cans or any other inflammable, explosive type of highly combustible substances into the charging chute is unlawful and the offender is subject to a penalty.
  - b. All garbage should be well drained, wrapped in a compact package that will not drip or burst while being transported to and deposited into the refuse room. It also should be so wrapped that it will not come apart in its descent into the compacting and carting equipment.
  - c. Vacuum cleaner bags should not be emptied directly into the hopper; such dirt or powdered waste should be securely wrapped or bagged before disposal.
  - d. Cartons, boxes, wood crates, sticks, boards, or other solid matter should be placed in the refuse room for pick-up. Any unusual amount should be called to the attention of the superintendent for special immediate attention.

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## 250 Bowery Condominium – Letter to Condominium Board

The Condominium Board of  
250 Bowery

Re: 250 Bowery Condominium  
Unit No: \_\_\_\_\_

Dear Board Members:

I have received and read a copy of the current Rules and Regulations for 250 Bowery Condominium as the same may be amended from time to time by the Condominium Board and will abide by them for the full term of my occupancy.

I also understand that I may not move into the building until:

1. The Condominium Board has approved in writing my lease application, and
2. I have scheduled a move-in date with the management office by calling Carine Coradin of Kyrous Realty Group at (212) 302-1500.

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**Tenant Name (Print)**

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**Tenant Signature**

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

---

**Tenant Name (Print)**

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**Tenant Signature**

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

## **Part 7 – Government Forms**

- 1. W-9: Request for Taxpayer Identification Number and Certification
- 2. New York City: Window Guard/Lead Paint Notice
- 3. Criminal Report Authorization Form

**W-9**  
 Form (Rev. October 2007)  
 Department of the Treasury  
 Internal Revenue Service

**Request for Taxpayer  
 Identification Number and Certification**

Give form to the  
 requester. Do not  
 send to the IRS.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input checked="" type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (□:disregarded entity, C: corporation, P: partnership) ► _____ <input type="checkbox"/> Other (see instructions) ► _____	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	
<b>Taxpayer Identification Number (TIN)</b>	

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose to enter.

Employer identification number

or

**Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

**Sign Here** Signature of  
 U.S. person ►

Date ►

**General Instructions**

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

**Purpose of Form**

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

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

Keep the top part of this form for your records.

**Annual Notice to Tenant or Occupant in Buildings with 3 or More Apartments  
Protect Your Child from Window Falls and Lead Poisoning**

You are required by law to complete and return this form to your landlord before **February 15** each year. If you do not return the form, your landlord is required to visit your apartment to find out the ages of children living with you. **Call 311** for more information on preventing window falls and lead poisoning.

**Window Guards**

- Your landlord is required by law to install window guards in all your windows if a child **aged 10 years** or younger lives with you, **or** if you ask for them (even if no children live with you). However, windows that open to fire escape and windows on the first floor used as fire exits should not have window guards.
- Window Guards should be installed so there is no space greater than 4½ inches above or below the guard, on the side of the guard, or between the bars.
- It is against the law for you to refuse, interfere with installation, or remove window guards where they are required.

The above requirements apply to **all** buildings with 3 or more apartments regardless of when they were built.

**Peeling Lead Paint**

- Your landlord is required by law to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child **aged 7 years** or younger lives with you.
- Always report peeling paint to your landlord. If a child **aged 7 years** or younger lives with you, your landlord must inspect your apartment. Your landlord must 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.
- If you have a baby or if a child **aged 7 years** or younger comes to live with you during the year, you must notify your landlord in writing.

The above requirements apply to buildings with 3 or more apartments built before 1960, or built between 1960 and 1978 if the landlord knows that lead paint is present in the building.

Fill out the bottom part of this form and return with application.

**Please check YES or NO:**

1. A child aged **10 years** or younger lives in my apartment  YES  NO  
**IF NO:** I want window guards even though no children aged 10 years or younger live in my apartment:  YES  NO
2. **IF YES:** A child **aged 7 years** or younger lives in my apartment:  YES  NO
3. Window guards are installed in all windows as required:  YES  NO
4. Window guards need maintenance or repair:  YES  NO

**Return to**

**Tenant/Occupant Name (Print)**

**Tenant/Occupant Name (Signature)**

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

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

Jordan Cooper & Associates Inc  
7 Penn Plaza 14th Floor  
New York, NY 10001  
Tel: (212) 888-6100  
Fax: \_\_\_\_\_

### APPLICATION

DATE	APARTMENT NUMBER	RENT	AGENT
FULL NAME		SOCIAL SECURITY NUMBER	PHONE NUMBER
DATE OF BIRTH		CURRENT ADDRESS	
TOTAL ANNUAL INCOME		CITY, STATE, ZIP	

I warrant that all statements above set forth are true. I further represent that I am not renting a room or an apartment under any other name, nor have I ever been dispossessed from any apartment, nor am I now being dispossessed. I am aware that a credit history, OFAC/Patriot Act search and landlord/tenant records search may be performed in conjunction with my application. I hereby hold On-Site.com, VILLAGE GREEN CONDOMINIUM, and its agents free and harmless of any liability. No representations or agreements by salespersons, brokers or others are to be binding on Owner and/or any party connected with its business organization unless included in the written lease proposed to be executed. By submitting this application, I represent that I have viewed the apartment in person. I further represent that Owner makes no guarantee regarding the status of this application or the availability of any apartment. If a lease is approved and executed, this completed application form becomes a part of that certain lease.

(Occupant Signature) \_\_\_\_\_ Date \_\_\_\_\_

#### NEW YORK CITY TENANT FAIR CHANCE ACT

Pursuant to federal and state law NYC Admin. Code §20-807 et seq.:

- 1) If your application is denied or other adverse action is taken against you due to a screening report the landlord uses, the landlord must tell you so and how to contact the screening company to obtain a free copy of the report.
- 2) You may dispute inaccurate or incorrect information on the report directly with the screening company.  
Our screening company is: On-Site.com, 307 Orchard City Drive, Suite 110, Campbell, CA 95008, (877) 222-0384 | Fax: (888) 774-0144 | [www.on-site.com/documents](http://www.on-site.com/documents)
- 3) Annually, you may order a free screening report from [www.annualcreditreport.com](http://www.annualcreditreport.com) (in addition to a free report from each national consumer reporting agency if adverse action was taken against you).