

KYROUS REALTY GROUP INC.
263 west 38th Street suite 15E
New York, NY 10018
Main: 212.302.1500
Fax: 212.302.3855

Purchase Application for:
Madison Square Condominium

Dear Prospective Neighbor,

We are delighted that you have chosen to apply to purchase an apartment here. To help make your application process as easy as possible, we will guide you through each step of compiling the critical information and supporting documents that are needed as well as set your expectation for the process and timeline for receiving a decision from the Board. Here are the steps you must follow:

Step 1 – Review the Application Fee Schedule. This schedule lists the fees that need to be paid by the Applicant(s) and the Seller(s) in connection with this application as well as who the payments should be made to.

Step 2 – Complete and/or review the enclosed forms (forms with an * do not require you to fill anything out, they are simply for you to read and understand). Please note, these forms have all been optimized as fillable PDF files that allow you to type directly into the form using Adobe Reader. We prefer that you complete this application electronically, but you may also print and fill it out by hand. Please make sure all handwriting is legible or we may return your application for clarification.

- ☐ 1. **Purchase Application for the Sale of a Condominium Apartment** – A standard form provided by The Real Estate Board of NY (REBNY) that captures the primary information about the parties involved in the transaction as well as the background of the applicant(s).
- ☐ 2. **Financial Statement** – Another REBNY form that captures the key financial indicators for the applicant(s) including income and expenses as well as assets and liabilities.
- ☐ 3. *** Move In / Move Out Policy** – Documents the building policy regarding moves including approved times, insurance requirements, etc.
- ☐ 4. *** House Rules** – Describes the rules as promulgated by the Board for conduct as a unit owner in the condominium.
- ☐ 5. **House Rules Acknowledgement** – Acknowledges that you've read, understood, and agree to abide by ALL House Rules.
- ☐ 6. **Background and Credit Check Authorization** – Authorizes Management and the Board to obtain a background and credit check on the applicant(s).
- ☐ 7. **Emergency Contact Form** – Provides Management and the Board with critical emergency contact info.

- ☐ 8. **Applicant's Release** – Releases Management and the Board from liability for the return of the application fee in the event the sale does not close.
- ☐ 9. **Window Guard Form** – Indicates if window guards need to be installed in your apartment.
- ☐ 10. **Smoke & Carbon Monoxide Detector Acknowledgement** – Acknowledges that you understand the rules regarding smoke & carbon monoxide detectors.
- ☐ 11. **Lead Based Paint Certificate of Disclosure** – Certifies that any knowledge of lead-based paint has been disclosed by the seller.
- ☐ 12. *** EPA Pamphlet on Lead Based Paint** – Information for you from the EPA about the dangers of Lead Based Paint.
- ☐ 13. *** Fire Safety Plan** – Information regarding the fire safety systems of the building as well as basic fire prevention and fire preparedness measures.
- ☐ 14. **Sprinkler Disclosure Form** – Indicates if there is a sprinkler system in the building and acknowledges your understanding of the information.

Step 3 – Provide Additional Documents. Please keep in mind that these documents will not be returned to you.

- ☐ 1. **Verification of Assets and Liabilities listed in Financial Information Section.** Include ALL pages of each statement listed for the past 2 months. If downloaded statements are used, the accountholder's name and account number must be on statement. All assets and liabilities MUST be accounted for if listed.
- ☐ 2. **Verification of Deposit** – Completed and signed by Bank/Financial Institution. One must be submitted for EACH bank listed on your Financial Information page.
- ☐ 3. **Contract of Sale** – Signed by all parties, dated, and includes all riders.
- ☐ 4. **Loan Application** (if financing any part of purchase)
- ☐ 5. **Loan Commitment Letter** (if financing any part of purchase) – Must include monthly mortgage payment and interest amount. If you have not locked in, the mortgage company must provide a Good Faith Estimate of your monthly payment and interest amount.

Each applicant needs to provide the following documents:

- ☐ 6. **Federal Tax Returns** (past 2 years) – Including your signature and all schedules. After April 15th, you must include the most recent year's taxes OR a copy of your extension filing and the two most recent years' tax returns.
- ☐ 7. **W-2 forms** (past 2 years)
- ☐ 8. **Employment Verification Letter** – Stating annual salary, bonus (if applicable), position held, and length of employment. If you are self-employed, please submit a letter from your CPA or accountant stating your income.
- ☐ 9. **Pay Stubs** (past 30 days)

☐ 10. **Two (2) Personal Reference Letters**

☐ 11. **Landlord Reference Letter** – Must state length of residence and payment history.

Step 4 – Submit your complete application VIA E-MAIL TO: carine@kyrousrealtygroup.com. Fees can be dropped off, mailed, messengered to our office. Please be sure that all required documentation is included to avoid delays in our review and submission to the Board.

If you are mailing checks to our office: Kyrous Realty Group, Inc.
263 West 38th Street, Suite 15E
New York, NY 10018
Attn: Carine Coradin

If you have any questions about the application process, please don't hesitate to contact us at: 212-302-1500.

We recognize that you will be providing us with sensitive personal information. We will take all reasonable measures to protect your personally identifiable information including, but not limited to, your social security number. However, we only need it on your background and credit check authorization form. Please be sure to black out or redact it from other submitted documents for your protection.

Step 5 – Initial review. Once all documents have been received and a background and credit check has been completed, the Board will review your application either at their next regularly scheduled Board meeting or, if deemed necessary by the Board at an interim meeting.

Step 6 – Waiver of Right of First Refusal. The Board will issue a Waiver of Right of First Refusal, indicating that they do not intend to purchase the unit for the condominium.

Step 7 – Closing. A final closing date can then be scheduled.

Again, we thank you for taking the time and care to prepare your application and look forward to working with you in the future.

KYROUS REALTY GROUP INC.
263 west 38th Street suite 15E
New York, NY 10018
Main: 212.302.1500
Fax: 212.302.3855

Purchase Fee Schedule for: Madison Square Condominium

The following fees must be paid at the time of submission of your application. You may make your payments in any of the following ways:

- **Personal Check**
 - We accept personal checks, but the application review process will not begin until your check has cleared.
 - Checks for Kyrour Realty Group should be made payable to Kyrour Realty Group, Inc.
 - Checks for the Condominium should be made payable to Madison Square Condominium
- **Bank Check or Certified Check**
 - Checks for Kyrour Realty Group, Inc. should be made payable to Kyrour Realty Group, Inc.
 - Checks for the Condominium should be made payable to Madison Square Condominium
- **Money Order**
 - Money orders for Kyrour Realty Group, Inc. should be made payable to Kyrour Realty Group, Inc.
 - Money orders for the Condominium should be made payable to Madison Square Condominium

Fees paid by the Applicant(s):

1. **\$900** – Application Processing Fee
 - a. Payable to: Kyrour Realty Group, Inc.
2. **\$75 per Applicant** – Background and Credit Check Fee
 - a. Each applicant as well as any guarantors or other adult occupants must have a background and credit check performed.
 - b. Payable to: Kyrour Realty Group, Inc.
3. **\$500** - Refundable Move-In deposit and \$500 Refundable Move-Out deposit payable to Madison Square Condominium

Fees paid by the Seller(s):

1. **\$450** – Closing Fee
 - a. Payable to: Kyrour Realty Group, Inc.

Fees Acknowledgement

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

Applicant Name

Applicant Signature

Date

Co-Appllcant Name (if any)

Co-Appllcant Signature (if any)

Date

Today's Date _____

Purchase Application For the Sale of a Condominium

BASIC INFORMATION

Madison Square Condominium

Condominium Name

Number of Units

Condominium Address

Unit #

Purchase Price

Is Source of Down Payment a Gift? ☐ or Loan? ☐

Proposed Closing Date

Common Charges

Requested Move in Date:

(212) 302-1500

Kyrous Realty Group, Inc.

Telephone

Managing Agent

carine@kyrousrealtygroup.com

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

Email

SELLER'S INFORMATION

Seller 1 Name

Seller 2 Name

Present Address

Home Telephone

Office Telephone

Cell Telephone

Seller's Attorney

Firm

Firm Address

Email

Office Telephone

Cell Telephone

Facsimile

SELLER'S BROKER

Seller's Broker

Email

Office Telephone

Cell Telephone

Facsimile

PURCHASER'S INFORMATION

Purchaser(s)

Present Address

Home Telephone

Office Telephone

Cell Telephone

Email

Facsimile

Amount of Financing

Deposit on Contract

If purchaser is a corporate entity:

Name of Corporation

Address of Corporation

Telephone

Powered By



PURCHASER'S INFORMATION Continued

Purchaser's Attorney

Firm

Firm Address

Email

Office Telephone

Cell Telephone

Facsimile

Name(s) Condominium Units would be held in (and type of joint ownership) [e.g. tenants in common, joint tenants with rights of survivorship, or tenants by the entirety]

Mortgage Lender

Attorney for Lender

Email

Office Telephone

Cell Telephone

Facsimile

PURCHASER'S BROKER

Purchaser's Broker

Email

Office Telephone

Cell Telephone

Facsimile

PERSONAL INFORMATION REGARDING APPLICANT(S)

Applicant

Co-Applicant

Name:

Residence Address:

Dates of Residence:

From:

From:

To:

To:

(if less than 5 years at present address)

Prior Address:

Dates of Residence:

From:

To:

From:

To:

Employment Status:

Full-Time

☐

Part-Time

☐

Unemployed

☐

Full-Time

☐

Part-Time

☐

Unemployed

☐

Retired

☐

Student

☐

Retired

☐

Student

☐

Are you self-employed?

Yes

☐

No

☐

Yes

☐

No

☐

Current Employer:

Employer Address:

Period of Employment:

From:

To:

From:

To:

Years in Line of Work:

Supervisor's Name:

Business Telephone:

Prior Employer:

(if less than 3 years in current job)

Prior Employer Address:

Period of Employment:

From:

To:

From:

To:

Prior Supervisor's Name:

Business Telephone:

Educational Background (Optional):

Income Estimate this year:

Actual Income last year:

ADDITIONAL INFORMATION REGARDING APPLICANT(S)

Name(s) of all persons who will reside in the unit

(NOTE: If applicant is a corporate entity, a new lease package must be completed and sent to the Board each time occupancy changes.)

Schools and years attended of occupants (if different from purchaser) [optional]

Names of anyone in the building known to applicants

Are any pets to be maintained in the unit? If yes, note number and kind. (NOTE: Please refer to building rules)

Names of organizations to which applicants belongs (clubs, societies, board memberships, etc.) [optional]

Will occupancy be: Full-Time ☐ Part-Time ☐

If Part Time, what is the approximate number of days per month you will use the unit?

Do you plan to sublease your unit? Yes ☐ No ☐ (NOTE: Please refer to building rules)

Do you plan to perform any alterations to the unit? Yes ☐ No ☐ (NOTE: Please refer to building Alteration Agreement)

If yes, please describe the plans:

Will there be any business or profession conducted in the unit? Yes ☐ No ☐ (NOTE: Please refer to building rules)

If yes, please describe the nature of your business:

If you do not plan to receive mail at the unit, please specify where monthly bills and correspondence should be sent:

Address of any additional residences owned or leased by applicant:

Is this your first time purchasing a condominium? Yes ☐ No ☐

If no, where else have you owned before:

Emergency Contact:

Office Telephone

Cell Telephone

E-mail

APPLICANT'S HOUSING HISTORY

Current Landlord

Landlord Telephone Number

Reason for Moving

Prior Landlord (If at present location less than 5 years)

Prior Landlord Telephone Number

Reason for Moving

Landlord's Address

Current Rent

Occupied From:

Occupied To:

Prior Landlord's Address

Prior Rent

Occupied From:

Occupied To:

BUSINESS AND PROFESSIONAL REFERENCES

Applicant

Co-Applicant

1. Name: _____

Address: _____

2. Name: _____

Address: _____

PERSONAL REFERENCES

Applicant

Co-Applicant

1. Name:	_____	_____
Address:	_____	_____
2. Name:	_____	_____
Address:	_____	_____
3. Name:	_____	_____
Address:	_____	_____
4. Name:	_____	_____
Address:	_____	_____

BANK AND CREDIT REFERENCES

Applicant

Co-Applicant

1. Bank Name:	_____	_____
Address:	_____	_____
Account #:	_____	_____
Type:	Checking <input type="checkbox"/> Savings <input type="checkbox"/> Loan <input type="checkbox"/>	Checking <input type="checkbox"/> Savings <input type="checkbox"/> Loan <input type="checkbox"/>
2. Bank Name:	_____	_____
Address:	_____	_____
Account #:	_____	_____
Type:	Checking <input type="checkbox"/> Savings <input type="checkbox"/> Loan <input type="checkbox"/>	Checking <input type="checkbox"/> Savings <input type="checkbox"/> Loan <input type="checkbox"/>
3. Stockbroker or CPA:	_____	_____
Firm:	_____	_____
Address:	_____	_____
Phone:	_____	_____
Fax:	_____	_____
Email:	_____	_____
Account #:	_____	_____

DECLARATIONS

	<u>Applicant</u>	<u>Co-Applicant</u>
1. Are there any outstanding judgments against you?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
2. Have you been declared bankrupt in the last 7 years?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
3. Have you had a property foreclosed upon or given title or a deed in lieu thereof in the last 7 years?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
4. In the last 5 years, have you been a party to any lawsuit?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
5. Have you directly or indirectly been obligated on a loan that resulted in foreclosure or transfer of title in lieu of foreclosure or judgment?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
6. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
7. Is any part of the down payment borrowed or a gift?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
8. Do you intend to occupy the unit as your primary residence?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
9. Are you obligated to pay alimony or child support?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
10. Do you or any member of your family have diplomatic status?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
11. Has any business you have controlled been the subject of bankruptcy in the last 7 years?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
12. Are you a co-maker or endorser on a note?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
13. Have you ever been convicted of a felony or misdemeanor?	Yes <input type="checkbox"/> No <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

If yes, please describe: _____

THE FOREGOING APPLICATION, INCLUDING ALL PERSONAL AND FINANCIAL INFORMATION, HAS BEEN CAREFULLY PREPARED, AND THE UNDERSIGNED HEREBY SOLEMNLY DECLARE(S) AND CERTIFIES THAT ALL THE INFORMATION IS TRUE AND CORRECT AND THAT THE FINANCIAL INFORMATION SUBMITTED IS A TRUE AND ACCURATE STATEMENT OF THE UNDERSIGNED AS OF THE DATE SET FORTH BY EACH SIGNATURE. THE UNDERSIGNED ALSO AGREE(S) THAT IN PROCESSING THIS APPLICATION, THE MANAGING AGENT NAMED HEREIN AND ITS EMPLOYEES AND AGENTS NEITHER BEAR NOR ASSUME ANY RESPONSIBILITY WHATSOEVER FOR THE VERIFICATION OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN. IN ADDITION, THE UNDERSIGNED HEREBY AUTHORIZE(S) THE MANAGING AGENT AND THE CONDOMINIUM ASSOCIATION TO SHARE SUCH PORTIONS OF THE APPLICATION AS THEY MAY REASONABLY BELIEVE NECESSARY TO FULFILL THE PURPOSES OF THIS APPLICATION WITH ANY OTHER PARTIES, AND FURTHER AGREE TO HOLD THE MANAGING AGENT, ITS EMPLOYEES AND AGENTS HARMLESS FROM ANY ERROR OR OMISSION IN THE TRANSFER OF THE INFORMATION OR THE DISTRIBUTION OF SUCH INFORMATION TO THIRD PARTIES.

Applicant Signature: _____

Date: _____

Co-Applicant Signature: _____

Date: _____

Discrimination is prohibited in Board admissions procedures under the following laws:

The Federal Fair Housing Act
The Civil Rights Act
The New York State and New York City Human Rights Laws

The New York City Human Rights Law provides that it is unlawful to refuse to sell, rent, lease, approve the sale, rental or lease or otherwise deny a housing accommodation based on actual or perceived race, creed, color, national origin, gender (including gender identity), age, disability, sexual orientation, marital status, partnership status, lawful source of income, alienage or citizenship status or because children are, may be, or would be residing in the accommodation. Where a housing accommodation or an interest is sought or occupied exclusively for residential purposes, the provisions shall be construed to prohibit discrimination in the sale, rental, or leasing of such housing accommodation or interest on account of a person's occupation. Complaints may be filed within one year of an unlawful discriminatory act at the Law Enforcement Bureau of the City's Commission on Human Rights.

The New York State Human Rights Law provides that it is unlawful to refuse to sell, rent, lease, or otherwise deny a housing accommodation based on race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, or familial status. Complaints may be filed within one year of an unlawful discriminatory act to the New York State Division of Human Rights or within three years of an unlawful discriminatory act in State Court. Complaints may not be filed with both the Division and the Court.

The Federal Fair Housing Act prohibits discrimination in housing practices based on race, color, religion, sex, handicap, familial status, or national origin. Individuals who believe they have been victims of an illegal housing practice may file a complaint within one year of the unlawful discriminatory act with the Department of Housing and Urban Development (HUD) or file their own lawsuit in federal or state court. The Department of Justice brings suit on behalf of individuals based on referrals from HUD.

The Civil Rights Act provides that all citizens of the United States shall have the same right to inherit, purchase, lease, sell, hold, and convey real and personal property. The law concerns the rights of all persons to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property. Complaints may be filed with the Office for Civil Rights.

Financial Statement

Monthly Sources of Income and Projected Housing Expenses

Income:	Applicant	Co-Applicant	Expenses:	Applicant (after closing)	Co-Applicant (after closing)	Joint/Total (after closing)
Base monthly salary:			Maintenance:			0
Overtime (monthly):			Apt. Financing:			0
Bonuses (monthly):			Other Mortgages:			0
Commissions (monthly):			Bank Loans:			0
Dividends/Interest:			Auto Loans:			0
Net rental income (Net):			Credit Card Debt:			0
Other income (itemize):						
TOTAL:	0	0	TOTAL:	0	0	0

Assets & Liabilities

Assets:	Applicant	Co-Applicant	Liabilities	Applicant (present)	Co-Applicant (present)
Cash/Money Market Funds (Sch A):			Notes payable to banks:		
Contract deposit:			Notes payable to relatives:		
Stocks & bonds or Brokerage Accounts (Schedule B):			Notes payable to others:		
Investment in own business:			Installment accounts payable:		
Accounts receivable:			Automobile:		
Real estate owned. (Schedule C):			Other accounts payable:		
Automobiles:			Mortgages payable:		
Personal property & Furniture:			Unpaid real estate taxes:		
Life insurance(cash value):			Unpaid income taxes:		
Retirement funds/IRA:			Chattel mortgages:		
401k:			Loans on life insurance:		
KEOGH:			Credit card debt:		
Profit sharing/pension:			Other debts - itemize:		
Other assets (Schedule D):			TOTAL LIABILITIES	0	0
TOTAL ASSETS:	0	0	NET WORTH:	0	0

Itemized Schedule of Assets & Liabilities

Schedule A – Cash (attach additional pages if necessary) – Total should match cash line above.

	Financial Institution	Type of account	Account Balance
Applicant <input type="checkbox"/> or Co-Applicant <input type="checkbox"/>			
Applicant <input type="checkbox"/> or Co-Applicant <input type="checkbox"/>			
Applicant <input type="checkbox"/> or Co-Applicant <input type="checkbox"/>			
Applicant <input type="checkbox"/> or Co-Applicant <input type="checkbox"/>			

Itemized Schedule of Assets & Liabilities (continued)

Schedule B – Stock, Bonds and Mutual Funds (attach additional pages if necessary) – Total Should match Stocks & Bonds Line Above

	# of shares	Description	Marketable value	non-marketable value
Applicant <input type="checkbox"/> or Co-Applicant <input type="checkbox"/>				
Applicant <input type="checkbox"/> or Co-Applicant <input type="checkbox"/>				
Applicant <input type="checkbox"/> or Co-Applicant <input type="checkbox"/>				
Applicant <input type="checkbox"/> or Co-Applicant <input type="checkbox"/>				

Itemized Schedule of Assets & Liabilities (continued)

Schedule C – Real Estate (attach additional pages if necessary) – Total should match Real Estate line on previous page.

	Property Address	Type of Property	Amount of Mortgage/liens.	Mortgage Payment	Insurance main tax & misc.
Applicant <input type="checkbox"/> or Co-Applicant <input type="checkbox"/>					
Applicant <input type="checkbox"/> or Co-Applicant <input type="checkbox"/>					
Applicant <input type="checkbox"/> or Co-Applicant <input type="checkbox"/>					
Applicant <input type="checkbox"/> or Co-Applicant <input type="checkbox"/>					

Itemized Schedule of Assets & Liabilities (continued)

Schedule D – Other Assets (attach additional pages if necessary)

Explanation: _____

IF YOU ARE A PRINCIPAL OF OR ARE EMPLOYED BY A FAMILY BUSINESS, PLEASE COMELETE THIS SECTION:

	Applicant	Co-Applicant
Dividend or partnership income (present year)	_____	_____
Dividend or partnership income (prior year)	_____	_____
Dividend or partnership income (second prior year)	_____	_____

IF YOU HAVE ANY ADDITIONAL SUPPORTING INFORMATION, PLEASE PROVIDE IT BELOW:

The foregoing application has been carefully prepared, and the undersigned hereby solemnly declare(s) and certify(s) that all information contained herein is complete, true, and correct. The information is submitted as being a true and accurate statement of the financial condition of the undersigned as of the signature date(s) below.

X _____
 Applicant Signature Date

X _____
 Co-Applicant (if any) Signature Date

Move In/Out Policy for: Madison Square Condominium

Move in/out and major delivery requests are handled on a first come, first served basis, and must be scheduled with the Property Manager in advance. Please allow one (1) week advanced notice for the move in/out requests.

Hours for move in/out are 9:00 AM - 5:00 PM Monday through Friday. Movers are not permitted to begin after 3:00 PM and moving activities will not be allowed to continue after 5:30 PM. All moves shall be done via the elevator with protective padding.

Your name and unit number should be clearly marked on all moving cartons. Please arrange to be in your Unit or have someone available to admit your authorized movers. The Property Manager and staff are not permitted to provide entry to your Unit for move in/out.

When your movers unpack, please advise them to be as tidy as possible, fitting packing materials and smaller cartons inside larger ones. Arrange to have your mover(s) take all unpacked cartons. Boxes unpacked after your move should be broken down and disposed of in the trash room located on the basement level within the garage.

THE TRASH CHUTE MAY NOT BE USED FOR DISPOSAL OF BOXES

Please remind your movers of your concern for the common areas, and alert them to use extra care when using the elevators and when moving large items through the building. For all move in/out it is required to utilize protective coverings over the common area corners, flooring, and walls. Floor protection is needed when using wheeled dollies and/or hand trucks. Common areas should be cleaned (vacuumed) after the move in/out. Delivery personnel should not drink, eat, or smoke in the common areas. Since you will be responsible for any damage these workers might cause, it is mandatory that you contract with companies and workers who are fully bonded, licensed, insured and adequately supervised.

Insurance:

All insurance certificates must be received by the property manager two (2) business days prior to any move in/out or major delivery. A certificate is needed for both required certificate holders: Madison Square Condominium and Kyrous Realty Group, Inc. Insurance coverage shall include the following:

1. Commercial General Liability using an industry standard unmodified coverage form including contractual liability with minimum limits of \$1,000,000 each occurrence, \$2,000,000 aggregate with a per location endorsement for property damage and bodily injury.
2. Comprehensive Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit each accident, including bodily injury and property damage liability.
3. Workers' Compensation and disability benefit insurance including Occupational Disease in the minimum amounts as required by the jurisdiction where the Work is performed; and
4. Umbrella Liability with minimum limits of \$10,000,000.

Certificate Holder:

Madison Square Condominium
117 East 24th Street
New York, NY 10010

-and-

Kyrous Realty Group, Inc.
263 West 38th Street, Suite 15E
New York, NY 10018

Additionally Insured:

- Madison Square Condominium Board of Managers
- Unit Owner

FAQ:

What is a major delivery?

A major delivery is any delivery that will require the elevators to exclusively used or controlled under manual operation for more than 5 minutes or a delivery that requires more than 3 round trips utilizing the elevator.

Do I need insurance for "White Glove" delivery service?

Yes, any time a third-party delivery service will be entering the building beyond a routine drop off, a certificate of insurance is required.

Violations of the move in/out and major delivery policy will result in a \$250 fine assessed to the unit owner's account. Repair for any damages that result from the move in/out and/or major delivery will be billed back to the unit owner at actual cost.

Applicant(s) acknowledge that they have read the Move In/Out Policy and fully understand each of the rules and will abide by them throughout their ownership of the Unit and during their tenancy. They further understand that a violation of the Move In/Out Policy will result in a letter and/or fine assessed to them as the Unit Owner(s).

Applicant Name

Applicant Signature

Date

Co-Applicant Name (if any)

Co-Applicant Signature (if any)

Date

EXHIBIT A

**RULES AND REGULATIONS FOR
MADISON SQUARE CONDOMINIUM**

One. The sidewalks, entrances, passages, courts, public halls, elevators, vestibules, corridors, and stairways of the building shall not be obstructed or used for any other purpose than ingress to and egress from the Units.

Two. No article shall be placed in any of the halls or on any of the staircases or fire tower landings, nor shall any fire exit be obstructed in any manner. Nothing shall be hung or shaken from the doors or windows or placed upon the windowsills of the building.

Three. Neither occupants nor their guests shall play in the public halls, basement space, building exits, Building entrances, elevator vestibules, stairways, roof or roof landings, fire towers or elevators.

Four. No public hall or elevator vestibule of the building shall be decorated or furnished by any residential unit owner in any manner.

Five. Each Unit Owner shall keep his or her unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.

Six. No shades, venetian blinds, awnings or window guards shall be used in or about any unit, except such as shall have been approved in writing by the Board of Managers or the managing agent or the manager, which approval may be granted or refused in the sole discretion of the Board of Managers or the managing agent, or the manager.

Seven. No radio or television aerial shall be attached to or hung from the exterior of the residential units and no awning, sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window of a residential unit except such as shall have been approved in writing by the Board of Managers or the managing agent or the manager, which approval may be granted or refused in the sole discretion of the Board of Managers or the managing agent or the manager and except such sign, notice, advertisement or

illumination as Sponsor may place on or at any window of a unit owned by it or by its designee; nor shall anything be projected from any window of the building, without similar approval.

Eight. No ventilator, air conditioning unit, washing machine or other appliance shall be installed in any residential unit, without the prior written approval of the Board of Managers or the managing agent or the manager as to the type, location, and manner of installation of such appliance, which approval may be granted or refused in the sole discretion of the Board of Managers or the managing agent or the manager. Each unit owner shall keep any such approved appliance which protrudes from the window of the unit in good appearance and mechanical repair. No unit owner shall permit any such approved appliance to leak condensation, or to make any noise which may unreasonably disturb or interfere with the rights, comforts, or conveniences of any other occupant of the building. If any approved appliance which protrudes from the window of the unit shall become rusty or discolored, the unit owner shall have it painted in a good and workmanlike manner in the standard color selected by the Board of Managers for the Building and if the unit owner shall fail to keep such approved appliance in good order and repair and properly painted, the Board of Managers or the managing agent or the manager, in their discretion, may remove such appliance from the window, charging the cost of removal to the unit owner, and the appliance shall not be replaced until it has been put in proper condition and only with the further written consent of the Board of Managers.

Nine. 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.

Ten. No bicycles, scooter, baby carriages or similar vehicles shall be taken into or from the building through the main entrance or be allowed in any of the elevators, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways, courts, or other public areas of the building.

Eleven. No unit owner 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, comforts, or conveniences of other unit owners. No unit owner shall play upon or suffer to be played upon any musical instrument, or operate or permit to be operated a phonograph or a radio or television set or other loudspeaker in such

owner's unit, 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.

Twelve. No bird, reptile or animal shall be permitted, kept or harbored in any residential unit, unless the same in each instance be expressly permitted in writing by the Board of Managers or the managing agent or the manager and such consent, if given, shall be revocable by the Board of Managers or the managing agent or the manager in their sole discretion, at any time. In no event shall a y bird, reptile or animal be permitted in any elevators, other than the elevator designated by the Board of Managers or the managing agent or the manager for that purpose, or in any of the public portions of the building, unless carried or on leash. Large dogs shall be carried only in the elevator designed by the Board of Managers or the managing agent or the manager for that purpose.

Thirteen. Servants, messengers, and tradespeople shall use the elevator designed by the Board of Managers or the managing agent or the manager for that purpose, for ingress and egress, and shall not use any of the other elevators for any purpose, except that nurse in the employ of residential unit owners or their guests or tenants may use any of the other elevators when accompanying said unit owners, their guests, or tenants. However, a guest of a residential unit owner or a tenant may use any of the other elevators designated for residential units freely.

Fourteen. Supplies, goods, and packages of every kind are to be delivered to residential units only through the service entrance of the building and by the elevator designated by the Board of Managers or the managing agent or the manager for that purpose. Trunks and heavy baggage shall be taken in or out of the building by the elevator designated by the Board of Managers or the managing agent or the manager for that purpose, and through the service entrance only.

Fifteen. No bulky refuse from the units shall be left for disposal in the public halls of the building except at such times and in such manner as the Board of Managers of the managing agent or the manager may direct.

Sixteen. Water-closets and other water apparatus in the building shall not be used for any purpose other than those for which they were designed, nor shall any sweeping, rubbish, rags, or any other article be thrown into the same. 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.

seventeen. No occupant of the building shall **send** any employee of the Board of Managers or of the managing agent out of the building on any private business.

Eighteen. The agents of the Board of Managers or the managing agent, and any contractor or workman authorized by the Board of Managers or the managing agent or the manager, may enter any room or unit in the building at any reasonable hour of the day 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 any such vermin, insects, or other pests.

Nineteen. Corridor doors and roof doors shall be kept closed at all times, except when in actual use for ingress or egress to and from public corridors.

Twenty. The Board of Managers or the managing agent or the manager may retain a passkey to each residential unit. The unit owner shall not alter any lock on any door leading to his or her residential unit.

Twenty-One. 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 manner as to impede or prevent ready access to the building entrance or exit.

Twenty-Two. The Board of Managers or the managing agent or the manager may from time to time curtail or relocate any space devoted to storage or service purposes in the building.

Twenty-Three. Complaints regarding the service to the building shall be made in writing to the Board of Managers or to the managing agent or to the manager.

Twenty-Four. Any consent or approval given under these rules and regulations may be added to, amended, or repealed at any time by resolution of the Board of Managers.

Twenty-Five. Clothes and other articles shall not be dried or aired on the roof or from the windows.

Twenty-Six. No garbage cans, mats or other articles shall be placed in the halls or on the staircase landings, nor shall anything be hung from the windows, or placed upon the windowsills. Empty milk bottles shall be placed in the halls only during hours specified by the Board of Managers, nor shall any linens, cloths, clothing, curtains, rugs, or mops be shaken or hung from or on any of the windows or doors.

Twenty-Seven. Unit owners, their families, guests, servants, employees, agents, visitors, or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the building.

Twenty-Eight. Unit owners shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their units.

Twenty-Nine. No unit owner or any of his or her agents, servants, employees, licensees, or visitors shall at any time bring into or keep in his or her residential unit any inflammable, combustible or explosive fluid, material, chemical or substance, except for normal household use.

Thirty. If any key or keys are entrusted by a unit owner or by member of his family or by his agent, servant, employee, licensee or visitor to an employee of the Board of Managers or of the managing agent, 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 of managers nor the managing agent nor the manager shall be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

Thirty-one. Unit owners will not clean, nor require, permit, suffer or allow any window to be cleaned from the outside in violation of Section 202 of the Labor Law or of the rules of the Board of Standards and Appeals or of any other board or body having or asserting jurisdiction.

IN WITNESS WHEREOF, the Sponsor has caused these Rules and Regulations to be executed this day of

117 EAST 24TH STREET CONDOMINIUM

By: _____, partner

KYROUS REALTY GROUP INC.
263 west 38th Street suite 15E
New York, NY 10018
Main: 212.302.1500
Fax: 212.302.3855

House Rules Acknowledgement for: **Madison Square Condominium**

I acknowledge hereby my understanding of the House Rules and all terms of the Condominium Declaration stated therein. I recognize that by acting to the contrary of any terms of the Condominium Declaration and the House Rules, I shall be in violation of the terms and conditions of the Condominium and House Rules and their supplements and shall be Madison Square Condominium entitled to exercise all of its rights and remedies against me.

I also state that I have read the House Rules of Madison Square Condominium and give my assurance that all members of my household and guests will conform to them.

Applicant Name

Applicant Signature

Date

Co-Applclicant Name (if any)

Co-Applclicant Signature (if any)

Date

KYROUS REALTY GROUP INC.
263 west 38th Street suite 15E
New York, NY 10018
Main: 212.302.1500
Fax: 212.302.3855

Background and Credit Check Release for:

Madison Square Condominium

I/We warrant that all statements provided in the purchase application for Madison Square Condominium are true. I/We further represent that I/We am (are) not purchasing an apartment under any other name(s), nor have I/We ever been dispossessed from any apartment or house, nor am I/We now being dispossessed.

I/We hereby give permission to conduct inquiries concerning income, credit history, residence, banking relationships, character, and reputation for the purpose of verifying information, provided by me/us, on any apartment lease application. I further authorize The Board of Managers / Management to conduct further credit inquiries. I/We understand there are no limitations or restrictions regarding what may be discussed or revealed.

I/We am (are) aware that a credit history, criminal/background, and landlord/tenant court record search will be done in conjunction with this application. I/We hereby hold The Board of Managers and its agents free and harmless of any liability for providing written or verbal information and/or discussing the quality of this occupancy with current and former landlords, property managers, supervisors, or employers. No representations or agreements by Salespersons, Brokers or others are to be binding on Madison Square Condominium and/or any party connected with its business organization.

Applicant Name

Applicant Signature

Date

Co-Applicant Name (if any)

Co-Applicant Signature (if any)

Date

**MADISON SQUARE CONDOMINIUM
EMERGENCY CONTACT FORM
PLEASE PRINT *CLEARLY***

Unit #: _____

Move – In Date (**MM/YYYY**): _____

Pets in Apartments (list): _____

Tenant #1

First Name: _____ Middle Initial: _____ Last Name: _____

Home #: _____ Work#: _____

Cell#: _____ Fax#: _____

Email Address: _____

Tenant #2

First Name: _____ Middle Initial: _____ Last Name: _____

Home #: _____ Work#: _____

Cell#: _____ Fax#: _____

Email Address: _____

EMERGENCY CONTACTS:

Please provide the names of individuals to be contacted in the event of an emergency:

Full Name: _____ Full Name: _____

Relationship: _____ Relationship: _____

Address: _____ Address: _____

Email: _____ Email: _____

Daytime#: _____ Daytime#: _____

Evening #: _____ Evening #: _____

Has Key: _____ Has Key: _____

Please return to Carine Coradin at carine@kyoursrealtygroup.com or by fax to 212.302.3855

Kyours Realty Group, Inc. 263 West 38th Street. Ste 15E , New York, NY 10018, 212.302-1500

KYROUS REALTY GROUP INC.
263 west 38th Street suite 15E
New York, NY 10018
Main: 212.302.1500
Fax: 212.302.3855

Applicants' Release for:
Madison Square Condominium

Building Address: _____

Unit #: _____

The undersigned applicant(s) is (are) submitting an application to purchase/lease the above referenced unit.

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

Applicant acknowledges that the Board of Managers or the Condominium Association may choose to exercise their Right of First Refusal which would prevent the sale from closing. Whether the sale closes or not, certain costs and expenses will be incurred, and the fees described above will not be refunded to the applicant(s).

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

Applicant Name

Applicant Signature

Date

Co-Applicant Name (if any)

Co-Applicant Signature (if any)

Date



THE CITY OF NEW YORK
DEPARTMENT OF HEALTH
AND MENTAL HYGIENE

Michael R. Bloomberg Thomas R. Frieden, MD, MPH
Mayor Commissioner

WINDOW GUARDS REQUIRED

Lease Notice to Tenant

You are required by law to have window guards installed in all windows if a child 10 years of age or younger lives in your apartment.

Your landlord is required by law to install window guards in your apartment: if a child 10 years of age or younger lives in your apartment,

OR

if you ask him to install window guards at any time (you need not give a reason).

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

CHECK ONE

☐

CHILDREN 10 YEARS OF AGE OR
YOUNGER LIVE IN MY APARTMENT

☐

NO CHILDREN 10 YEARS OF AGE OR
YOUNGER LIVE IN MY APARTMENT

☐

I WANT WINDOW GUARDS EVEN THOUGH
I HAVE NO CHILDREN 10 YEARS OF AGE
OR YOUNGER

Tenant (Print)

Tenant's Signature:

Date

Tenant's Address

Apt No.

RETURN THIS FORM TO:

Kyrour Realty Group, Inc.
263 West 38th Street, Suite
15E New York, NY 10018

**For Further Information Call:
Window Falls Prevention (212) 676-2162**

KYROUS REALTY GROUP INC.
263 west 38th Street suite 15E
New York, NY 10018
Main: 212.302.1500
Fax: 212.302.3855

Smoke & Carbon Monoxide Detector Acknowledgement for: **Madison Square Condominium**

Smoke Detectors

Date Batteries Replaced: _____ Date Tested: _____

Carbon Monoxide Detector(s)

Date Batteries Replaced: _____ Date Tested: _____

1. All smoke & carbon monoxide detectors and their batteries are the property of Madison Square Condominium and are not to be removed from the premises.
2. The Unit Owner is responsible for maintaining all smoke & carbon monoxide detectors on the premises.
3. The Unit Owner will be responsible for testing smoke & carbon monoxide detectors periodically.
4. Unit Owner will inform managing agent in writing of any smoke or carbon monoxide detector malfunction.
5. Unit Owner, Unit Owner's occupants or guests will not remove battery, disconnect, disable, tamper with or otherwise to make a functional smoke or carbon monoxide detector inoperable.
6. Smoke & Carbon Monoxide detectors are intended for your safety and that of others.
7. Failure to comply with the above rules is a violation of the house rules and may result in fines or legal action.

Applicant Name

Applicant Signature

Date

Co-Applciant Name (if any)

Co-Applciant Signature (if any)

Date

KYROUS REALTY GROUP INC.
263 west 38th Street suite 15E
New York, NY 10018
Main: 212.302.1500
Fax: 212.302.3855

Lead-Based Paint Disclosure Information for:

Madison Square Condominium

Unit Owners in buildings built prior to 1978 seeking to sell their shares and assign their proprietary leases or sublease their apartments must comply with certain regulations promulgated by the Environmental Protection Agency and the Department of Housing and Urban Development regarding disclosure of lead-based paint (the "Regulations"). Note that "0" bedroom apartments, which covers most studios, need not comply. (See Below) In order to ensure compliance with the Regulations, Unit Owners are urged to discuss this matter with their attorneys prior to entering into a contract of sale or sublease affecting their apartment. Attached is a brief summary of the Regulations.

Exhibit A - Also enclosed is a form entitled "Condominium Information Regarding Lead-Based Paint in Common Areas" which contains the information available to the Condominium Association regarding the presence of Lead-Based Paint and/or Lead-Based Paint Hazards in your building. If there are any reports or records of lead-based paint, they will be listed on the form and copies enclosed. The Board of Managers requires the following steps:

The following documents must be included in your package as submitted to us as the managing agent. **IF ANY ITEM IS MISSING OR INCOMPLETE, YOUR ENTIRE PACKAGE WILL BE RETURNED TO YOU.**

1. **Exhibit B** - Lead Warning Statement and Disclosure of Information - Sellers/Purchasers

The Lead Warning Statement and Disclosure of Information - This form or one similar to it must be completed with all available information, (including that contained in Exhibit A, if any) initialed and signed by all the seller(s) and prospective purchaser(s) and by any agent (the brokers) hired and paid by the seller to find a purchaser for the apartment. Two copies must be returned with the completed Board application/package.

2. **Exhibit C** - Certification of Disclosure - The top portion of this form must be completed and signed by all the sellers and prospective purchasers.

For owners of a "0" Bedroom Apartment - Exemption Certificate

The exemption certificate attached as Exhibit D is for sellers and prospective purchasers who understand and certify that the apartment involved in the transaction is a "0" bedroom apartment in a building built prior to 1978 and is exempt from the Federal Disclosure Regulation regarding lead-based paint and/or lead-based paint hazards. It must be signed and dated by the seller(s) and by the prospective purchaser(s). In this case only, the other documents need not be completed.

Also, enclosed is a copy of the pamphlet "Protect Your Family from Lead in Your Home". The reports, if any and the pamphlet must be given to the prospective purchaser(s).

IT IS IMPORTANT THAT YOU CONSULT YOUR ATTORNEY REGARDING THESE MATERIALS. NEITHER MD SQUARED PROPERTY GROUP NOR YOUR BOARD OF

MANAGERS MAKE ANY REPRESENTATION THAT THE FOREGOING PROCEDURES WILL ENSURE COMPLIANCE WITH THE REGULATIONS. UNIT OWNERS ARE ALSO ADVISED THAT THE CONDOMINIUM WILL NOT CONSENT OR CLOSE UNLESS ALL REQUIRED DOCUMENTS ARE PROPERLY EXECUTED AND RETURNED.

ALSO NOTE THE CONDOMINIUM'S DISCLOSURE PROVIDED HEREIN CONTAINS ONLY THE KNOWLEDGE THAT THE BOARD OF MANAGERS HAS REGARDING LEAD-BASED PAINT IN THE COMMON AREAS. IF YOU HAVE ANY ADDITIONAL KNOWLEDGE, THEN IT IS YOUR RESPONSIBILITY TO INCLUDE IT IN THE DISCLOSURE FORMS.

FEDERAL REGULATIONS SUMMARY

Generally, the Regulations require a seller (i.e., the Unit Owner selling his shares) or a lessor (i.e., a Unit Owner Leasing his apartment) (the "Selling Unit Owner" or the "Leasing Unit Owner" respectively) to comply with the following activities before a potential purchaser or lessee is obligated under a contract of sale or sublease:

1. A Selling Unit Owner or a Leasing Unit Owner must provide the prospective purchaser or lessee with an EPA approved lead hazard information pamphlet.
2. A Selling Unit Owner or a Leasing Unit Owner must disclose to the prospective purchaser or lessee, based upon any actual knowledge, if any, the presence of any known lead-based paint in the apartment, as well as provide the purchaser or lessee with any records or reports available to such Unit Owner about lead-based paint in the apartment.
3. The Selling Unit Owner or Leasing Unit Owner must obtain from the Condominium, and the Condominium must provide to such Unit Owner, based upon any actual knowledge, if any, the presence of any known lead-based paint in the common areas of the buildings, as well as provide any records or reports available to it about lead-based paint in the common areas. Common areas may include but are not limited to lobbies, hallways, stairwells, laundry and recreational rooms and playgrounds. The Selling Unit Owner or Leasing Unit Owner is also obligated to disclose to the prospective purchaser or lessee any information and reports provided by the Condominium.
4. If the transaction involved an agent (Broker) hired and paid for by the Selling Unit Owner/Leasing Unit Owner to find a purchaser or lessee for the apartment, such Unit Owner must disclose to such agent (Broker), based upon actual knowledge, the presence of any known lead-based paint in the apartment or common areas (as the case may be) and the existence of any available records or reports about lead-based paint. In turn, the agent (Broker) is required to inform the Unit Owner of the disclosure requirements.
5. A Selling Unit Owner (but not a Leasing Unit Owner) must permit the purchaser a 10 day period (unless the parties mutually agree, in writing, upon different period of time or to waive such obligation) to conduct a risk assessment or inspection for the presence of lead-based paint.

THIS IS FOR INFORMATIONAL PURPOSES. ALL APARTMENT OWNERS ARE DIRECTED TO READ THE REGULATIONS AND/OR CONSULT WITH AN ATTORNEY TO FULLY UNDERSTAND THEIR CONTENT.

Condominium Information Regarding Lead-Based Paint In Common Areas

Condominium Association: Madison Square Condominium

Building Address: _____

Date: _____

The above referenced Condominium Association has the following information regarding lead-based paint and/or lead-based paint hazards in the common areas of the building:

Attached hereto are copies of the reports or records pertaining to lead-based paint and/or lead-based paint hazards:

THE REPRESENTATIONS SET FORTH HEREIN ARE MADE SOLELY TO THE TENANT- UNIT OWNER REQUESTING SUCH INFORMATION AND ARE NOT USED FOR ANY OTHER PURPOSE OR RELIED UPON BY ANY PERSON OTHER THAN SUCH TENANT- UNIT OWNER.

Kyrour Realty Group, Inc.

Managing Agent Name

Managing Agent Signature

Date

Lead Warning Statement - Contracts of Sale

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Disclosure of Information On Lead-Based Paint And/Or Lead-Based Paint Hazards Seller/Purchaser

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (Seller(s) to initial (i) or (ii) below):

(i) _____ Known lead-based paint and/or lead-based paint hazards are present in the Unit and/or common areas (explain).

(ii) _____ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the Unit and/or common areas.

(b) Records and reports available to the Seller (Seller(s) to initial (i) or (ii) below):

(i) _____ Seller has provided the Purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the Unit and/or common areas (list documents below).

(ii) _____ Seller has no records or reports pertaining to lead-based paint and/or lead-based paint hazards in the Unit and/or common areas.

Purchaser's Acknowledgment (Purchaser(s) to initial (c) (d) and (e) and check either (i) or (ii) below):

(c) _____ Purchaser has received copies of all information listed above.

(d) _____ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

(e) _____ Purchaser has (check (i) or (ii) below):

(i) ☐ Received a 10 day opportunity (or other mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint.

(ii) ☐ Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's (Broker) Acknowledgment (Agent (All Brokers) to initial (f) below):

(f)_____Agent (All Brokers) has informed the Seller of the Seller's obligation under 42 U.S.C. 4852d and is aware of Agent's (All Brokers) independent responsibility to ensure compliance.

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ Seller 1 Name	_____ Seller 1 Signature	_____ Date
_____ Seller 2 Name	_____ Seller 2 Signature	_____ Date
_____ Purchaser 1 Name	_____ Purchaser 1 Signature	_____ Date
_____ Purchaser 2 Name	_____ Purchaser 2 Signature	_____ Date
_____ Agent (Broker) 1 Name	_____ Agent (Broker) 1 Signature	_____ Date
_____ Agent (Broker) 2 Name	_____ Agent (Broker) 2 Signature	_____ Date

Certification of Disclosure

Building Address: _____

Unit #: _____

The Residential Lead-Based Paint Hazard Reduction Act of 1992 (the Act) and regulations promulgated by the Department of Housing and Urban Development and Environmental Protection Agency (the Regulations) require that the Tenant-Unit Owner as Seller disclose, based upon actual knowledge, to the Prospective Purchaser the presence of any known lead-based paint and/or lead based paint hazards in the apartment or common areas. The Condominium Association must provide any information it has regarding the common areas.

The undersigned, being all the Sellers and Prospective Purchasers of the above referenced apartment hereby certify to the Condominium Association owning the building that:

- (i) They have received the information, if any, in the possession of the Condominium Association regarding lead-based paint and/or lead based paint hazards in the common areas.
- (ii) They have complied in all respects with the Regulations.

The Sellers and Prospective Purchasers, each individually, hereby agrees to indemnify and defend the Condominium Association, its directors, officers, employees, and agents, (the Indemnified Parties) against any and all claims, losses, liabilities, fines, penalties, damages, costs and expenses (including reasonable attorney's fees) that may at any time be imposed upon the Indemnified Parties for failure to comply with the Regulations. The Prospective Purchasers hereby release the Indemnified Parties from any claims with respect to the existence of lead-based paint in the apartment and common areas and any disclosure with respect thereto.

_____ Seller 1 Name	_____ Seller 1 Signature	_____ Date
------------------------	-----------------------------	---------------

_____ Seller 2 Name	_____ Seller 2 Signature	_____ Date
------------------------	-----------------------------	---------------

_____ Purchaser 1 Name	_____ Purchaser 1 Signature	_____ Date
---------------------------	--------------------------------	---------------

_____ Purchaser 2 Name	_____ Purchaser 2 Signature	_____ Date
---------------------------	--------------------------------	---------------

Exemption Certificate

Building Address: _____

Unit #: _____

The undersigned, being all the sellers and purchasers on the transfer of the above referenced apartment understand that this apartment is in a building built prior to 1978 and is subject to the Federal Disclosure Regulations regarding lead-based paint.

The undersigned certify that the above apartment is a "0" bedroom apartment as defined in the Federal Regulations and therefore the Disclosures otherwise required to be made are not applicable.

_____ Seller 1 Name	_____ Seller 1 Signature	_____ Date
------------------------	-----------------------------	---------------

_____ Seller 2 Name	_____ Seller 2 Signature	_____ Date
------------------------	-----------------------------	---------------

_____ Purchaser 1 Name	_____ Purchaser 1 Signature	_____ Date
---------------------------	--------------------------------	---------------

_____ Purchaser 2 Name	_____ Purchaser 2 Signature	_____ Date
---------------------------	--------------------------------	---------------



Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium.
- Remove shoes or wipe soil off shoes before entering your house.

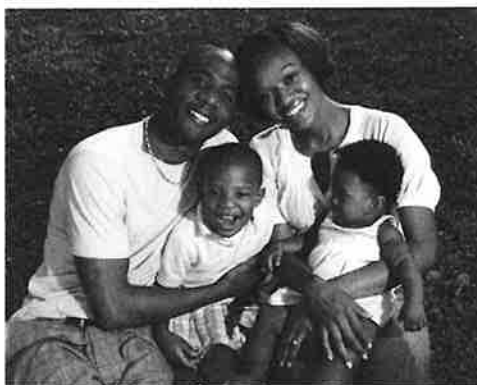
Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

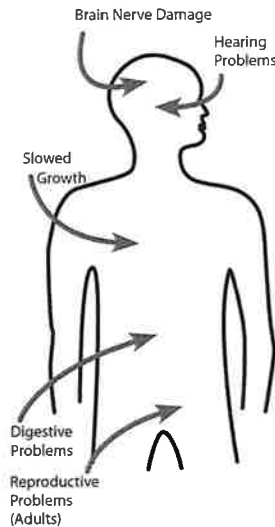
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at [epa.gov/lead](https://www.epa.gov/lead).

¹ “Lead-based paint” is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm), or more than 0.5% by weight.

² “Lead-containing paint” is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A **lead-based paint inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:

- Portable x-ray fluorescence (XRF) machine
- Lab tests of paint samples

- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:

- Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
- Sample dust near painted surfaces and sample bare soil in the yard
- Get lab tests of paint, dust, and soil samples

- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.

Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.



Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children avoid fatty (or high fat) foods and eat nutritious meals high in iron and calcium. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

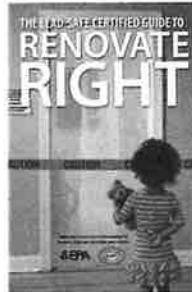
- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA)

Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

This document is in the public domain. It may be produced by an individual or organization without permission. Information provided in this booklet is based upon current scientific and technical understanding of the issues presented and is reflective of the jurisdictional boundaries established by the statutes governing the co-authoring agencies. Following the advice given will not necessarily provide complete protection in all situations or against all health hazards that can be caused by lead exposure.

U. S. EPA Washington DC 20460
U. S. CPSC Bethesda MD 20814
U. S. HUD Washington DC 20410

EPA-747-K-12-001
September 2013

IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).

FIRE SAFETY PLAN
PART I -- BUILDING INFORMATION SECTION

BUILDING

ADDRESS: 117 East 24th Street, New York, NY 10010

BUILDING OWNER/REPRESENTATIVE:

Name: Kyrous Realty Group, Inc.

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

Telephone: [212] 302 - 1500

BUILDING INFORMATION:

Year of Construction: 1920 _ _ _ _

Type of Construction: ☐ Combustible ☒ Non-Combustible

Number of Floors: 12 Above ground 1 Below ground

Sprinkler System: ☒ Yes ☐ No

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

IXI Dwelling Units: _____

☐ Hallways: _____

☐ Stairwells: _____

☐ Compactor Chute: _____

☐ Other: _____

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

Location of Manual Pull Stations: Basement _ _ _ _ _

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, Exits):

Type of Egress	Identification	Location	Leads to
Enclosed Interior Stairs		Building Front	Front Door
Exterior Fire Escape		Rear of Building	Lobby Exit

Other Information: _____

DATE PREPARED: May 14, 2024

FIRE SAFETY NOTICE: Non-Combustible Buildings

IN THE EVENT OF FIRE, STAY CALM. NOTIFY THE FIRE DEPARTMENT AND FOLLOW THE DIRECTIONS OF FIRE DEPARTMENT PERSONNEL IF YOU MUST TAKE IMMEDIATE ACTION, USE YOUR JUDGMENT AS TO THE SAFEST COURSE OF ACTION, GUIDED BY THE FOLLOWING INFORMATION:

YOU ARE IN A NON-COMBUSTIBLE (FIREPROOF) BUILDING

If The Fire Is In Your Apartment

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

If The Fire Is Not In Your Apartment

- Stay inside your apartment and listen for instructions from firefighters unless conditions become dangerous.
- 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.
- If you can safely exit your apartment, follow the instructions above for a fire in your apartment.
- 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.
- Seal the doors to your apartment with wet towels or sheets, and seal air ducts or other openings where smoke may enter.
- Open windows a few inches at top and bottom unless flames and smoke are coming from below.
- Do not break any windows.
- If conditions in the apartment appear life-threatening, open a window and wave a towel or sheet to attract the attention of firefighters.
- 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.

KYROUS REALTY GROUP INC.
263 west 38th Street suite 15E
New York, NY 10018
Main: 212.302.1500
Fax: 212.302.3855

The Real Estate Board of New York, Inc.

Sprinkler Disclosure Lease Rider

Pursuant to the New York State Real Property Law, Article 7, Section 231-a, effective December 3, 2014 all residential leases must contain a conspicuous notice as to the existence or non-existence of a Sprinkler System in the Leased Premises.

CHECK ONE:

1. ☐ There is NO Maintained and Operative Sprinkler System in the Leased Premises.
2. ☐ There is a Maintained and Operative Sprinkler System in the Leased Premises.
 - a. The last date on which the Sprinkler System was maintained and inspected was on:

A "Sprinkler System" is a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread (Executive Law of New York, Article 6-C, Section 155-a(5)).

Acknowledgment & Signatures:

I, the Buyer, have read the disclosure set forth above. I understand that this notice, as to the existence or non-existence of a Sprinkler System is being provided to me to help me make an informed decision about the Leased Premises in accordance with New York State Real Property Law Article 7, Section 231-a.

_____ Seller 1 Name	_____ Seller 1 Signature	_____ Date
_____ Seller 2 Name	_____ Seller 2 Signature	_____ Date
_____ Purchaser 1 Name	_____ Purchaser 1 Signature	_____ Date
_____ Purchaser 2 Name	_____ Purchaser 2 Signature	_____ Date