



Exceptional Management
Impeccable Reputation

An AKAM® Living Services Company

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12th Floor
New York, New York 10016
Phone: 212.986.0001
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www.akam.com

**200 EAST 36TH STREET CORP.
200 East 36th Street
PURCHASE APPLICATION**

The following is a list of the items you are required to submit for the Board of Directors to review your application. Please be certain to provide ALL of the information requested. The Board requires prospective purchasers to submit eight (8) copies BOUND OR in a 3 RING BINDER of the following documents and information to the attention of Closing Department at AKAM Associates, Inc.:

1. Executed sales contract.
2. Applicant Information for Purchase (attached)
3. Financial Information showing all personal assets and liabilities of the purchaser must be signed by all applicants (attached)
4. Verification of Assets & Liabilities listed in the financial information form. Include ALL pages of each statement listed for the past two months. All assets and liabilities MUST be accounted for if listed.
5. Mortgage Loan Application.
6. Commitment Letter.
7. Three original AZTECH form Recognition Agreements.
8. Prospective purchaser's last two year's signed Federal income tax return (with all applicable schedules) and W-2 forms.
9. A letter from the prospective purchaser's employer verifying annual salary, position held & length of employment. If self-employed please provide a letter from your accountant detailing the same.
10. Two personal letters of reference for each applicant. No relatives.
11. Two professional letters of reference for each applicant.
12. Two recent and consecutive pay stubs.
13. Landlord/managing agent reference letter.
14. Bank reference letter stating type of account(s) and account number(s) on bank stationery signed by a bank officer with phone number.
15. W-9 form (attached)
16. Source of Funds Statement - to be completed if financing (attached)
17. Consent Form - to be completed by all applicants (attached)
18. Move In/Move Out policy Authorization form (attached)
19. Pet Acknowledgement form (attached)
20. Corporate Transfer Fee Computation Form – to be completed by Purchaser (attached)
21. Window Guard Rider Form (attached)
22. Smoke Detector Acknowledgement (attached)
23. Lead Based Paint Notice (attached)
24. Three (3) lead Based Paint Disclosure Forms (attached)
25. Transferee's Affidavit - to be completed by Seller (attached)
26. Applicant's Release Form - Landlord/managing agent reference letter (attached)

IF PURCHASE IS BEING FINANCED, no more than 75% of the purchase price may be financed:

1. Loan Application
2. Letter of Commitment
3. Three original Recognition Agreements (Aztech form only).

NOTES:

- Ensure all forms/contracts are signed (and initialed where necessary) by all relevant parties.
- All supporting documentation must be submitted in English (if original is in another language, please provide both original and translated versions).
- The amounts set forth on the Financial Statement form must be equal to the amounts on the supporting documentation.
- Financial Statement amounts and all supporting documentation must be in USD. If funds are held in overseas accounts, a certified bank letter verifying the USD value must accompany said documentation.
- Bank statements must clearly show Applicant's name and mailing address.
- The WorkNumber is not an acceptable form of employment verification.
- Reference letters must be unique and signed (email is not acceptable).
- All packages must be submitted in a 3 ring binder or must be bound.

Fees to be submitted with application (CERTIFIED CHECKS OR MONEY ORDERS ONLY):

1. **\$700.00 processing fee** (non-refundable) payable to Akam Associates, Inc.
2. **\$125.00 per applicant credit check fee** (non-refundable) payable to Akam Associates, Inc.
3. **\$250.00 processing fee** (non-refundable) payable to 200 East 36th Street Corp.
3. **Move in deposit** (refundable) \$500.00, made payable to 200 East 36th Street Corp.
4. **Move in fee** (non-refundable) \$500.00, made payable to 200 East 36th Street Corp.
5. **Move out deposit** (refundable) \$500.00, made payable to 200 East 36th Street Corp.
6. **Move out fee** (non-refundable) \$500.00, made payable to 200 East 36th Street Corp.

If the applicant(s) is/are approved, the following checks will be required at closing:

1. **Flip Tax: 5% of profit paid by seller made payable to 200 East 36th Street Corp.**
2. **Closing Fee: \$500.00** made payable to AKAM Associates, Inc.
3. **Recognition Agreement Fee (if financing): \$300.00**, made payable to AKAM Associates, Inc.
4. **Power of Attorney Review Fee (if applicable): \$100.00**, made payable to AKAM Associates, Inc.
5. **New York State Stamp Tax: .05 cents/share**, made payable to AKAM Associates, Inc.

*****This application was created using Adobe Acrobat. The forms can be opened, filled out, and printed using Adobe Acrobat or Adobe Acrobat Reader (versions 5.0 and above). If you do not have Adobe Acrobat Reader on your computer, you can download it free of charge from www.adobe.com. Where a signature is required, please sign after printing the application. Electronic signatures are not permitted.***

IMPORTANT SALE INFORMATION & ACKNOWLEDGEMENT

- 1) Allow up to 45 days from the date a complete application is received by AKAM Associates for processing and review. Incomplete application packages will not be presented to the Board.
- 2) Incomplete packages will be returned to the applicant for completion. This will impact application processing and review.
- 3) No application will be processed without the signatures of all parties indicated below and receipt of all fees due by all parties.
- 4) All fees are non-refundable unless otherwise specified. Certified or Cashier's Checks are required unless otherwise stated.
- 5) Seller's accounts for the unit must be current for the application to be considered complete.
- 6) Closing dates are subject to the availability of this office, and will under no circumstances be set up without a minimum notice of five (5) business days. Closings must not be scheduled prior to the Board approval being granted.
- 7) Only one person on each side of the transaction should be appointed to make inquiries into the status of the application. Please specify whom those contact people will be in the space provided below.
- 8) All requests for building information should be made in writing.

WE, THE UNDERSIGNED, HAVE READ, UNDERSTAND AND AGREE TO THE ABOVE:

Seller's Signature

Applicant's Signature

Agent's Signature

Date

Building address & unit number: _____

Seller's contact person:

Name

Phone Number

Email Address

Applicant's contact person:

Name

Phone Number

Email Address



COOPERATIVE PURCHASE APPLICATION

Application Date: _____
Applicant's Last Name(s): _____
Unit #: _____

GENERAL INFORMATION

Building Name	_____	Applicant's Name(s)	_____
Building Address	_____	<i>(if Corporate Purchase, please provide Corporation Name)</i>	
Purchase Price	_____	# of Shares	_____
Deposit Amount	_____	Unit #	_____
Amount Financed	_____	Monthly Maint.	_____
<i>(enter "ALL CASH" if no financing)</i>		Is Source of Down Payment:	<input type="checkbox"/> Gift <input type="checkbox"/> From a Trust
			<input type="checkbox"/> Loan
		<i>(Check all that apply)</i>	
Proposed Closing Date	_____	Projected Date of Possession	_____

SELLER'S INFORMATION

Seller's Name(s)	_____	Home Phone	_____
Current Address	_____	Cell Phone	_____
	_____	Work Phone	_____
Email Address	_____		
Seller's Attorney	_____	Firm Name	_____
Firm Address	_____	Office Phone	_____
	_____	Cell Phone	_____
Email Address	_____	Fax Number	_____
Seller's Broker	_____	Office Phone	_____
Email Address	_____	Cell Phone	_____
		Fax Number	_____

PURCHASER'S INFORMATION

Purchaser's Attorney	_____	Firm Name	_____
Firm Address	_____	Office Phone	_____
	_____	Cell Phone	_____
Email Address	_____	Fax Number	_____
Purchaser's Broker	_____	Office Phone	_____
Email Address	_____	Cell Phone	_____
		Fax Number	_____
<i>Complete below if applicable:</i>			
Mortgage Lender	_____	Office Phone	_____
Attorney for Lender	_____	Cell Phone	_____
Email Address	_____	Fax Number	_____



COOPERATIVE PURCHASE APPLICATION

Application Date: _____
Applicant's Last Name(s): _____
Unit #: _____

PERSONAL INFORMATION

Applicant

Co-Applicant

Name: _____

Email Address _____

Home Phone _____

Cell Phone _____

Work Phone _____

Current Address _____

Time at Address From: _____ to: _____

Own or Rent? ☐ Own ☐ Rent ☐ Live at Home ☐ Other

Landlord/Agent _____

Address _____

From: _____ to: _____

☐ Own ☐ Rent ☐ Live at Home ☐ Other

EMPLOYMENT INFORMATION

Employment Status ☐ Full-Time ☐ Part-Time ☐ Self Employed
☐ Retired ☐ Student ☐ Unemployed

Profession _____

Current Employer

Empl. Address _____

City/State/Zip _____

Website _____

Employment Dates From: _____ to: _____

Supervisor's Name _____

Supervisor's Phone _____

Annual Base Salary _____

Prior Employer

Empl. Address _____

City/State/Zip _____

Employment Dates From: _____ to: _____

Supervisor's Name _____

Supervisor's Phone _____

Education History _____

☐ Full-Time ☐ Part-Time ☐ Self Employed
☐ Retired ☐ Student ☐ Unemployed

From: _____ to: _____

From: _____ to: _____

FINANCIAL INFORMATION

1. Bank Name _____

Address _____

Account Type ☐ Checking ☐ Savings ☐ Loan

2. Bank Name _____

Address _____

Account Type ☐ Checking ☐ Savings ☐ Loan

☐ Checking ☐ Savings ☐ Loan

☐ Checking ☐ Savings ☐ Loan

COOPERATIVE PURCHASE APPLICATION

Application Date: _____
 Applicant's Last Name(s): _____
 Unit #: _____

FINANCIAL INFORMATION (Cont.)

3. Bank Name

Address

Account Type

☐

Checking

☐

Savings

☐

Loan

☐

Checking

☐

Savings

☐

Loan

4. Stockbroker, CPA or Executor (if any)

Firm Name

Address

Phone

Email Address

PERSONAL REFERENCES

1. Name:

Phone:

Email Address:

2. Name:

Phone:

Email Address:

3. Name:

Phone:

Email Address:

PROFESSIONAL REFERENCES

1. Name

Phone

Email Address

2. Name

Phone

Email Address

3. Name

Phone

Email Address

GUARANTOR / TRUST INFORMATION ☐ Not Applicable

Name of Guarantor

Relation to Applicant

Guarantor Phone

Guarantor mail

EMPLOYMENT INFORMATION

☐

Full-Time

☐

Part-Time

☐

Self Employed

☐

Retired

☐

Student

☐

Unemployed

Employment Status

Name of Trust

Profession



COOPERATIVE PURCHASE APPLICATION

Application Date: _____
Applicant's Last Name(s): _____
Unit #: _____

Current Employer

Empl. Address _____
City/State/Zip _____
Website _____
Employment Dates From: _____ to _____
Supervisor's Name _____
Supervisor's Phone _____
Annual Base Salary _____

FINANCIAL INFORMATION

1. Bank Name

Address _____
Account ☐ Checking ☐ Savings ☐ Loan

2. Bank Name

Address _____
Account ☐ Checking ☐ Savings ☐ Loan

ADDITIONAL INFORMATION

Name(s) _____
shares will be _____
held in: _____

Names & ages for all occupants:

_____	_____
_____	_____
_____	_____

Do you have pets? ☐ Yes ☐ No (Please refer to the building rules regarding pets)

If yes, list type, breed and age: _____

Do any occupants smoke?
(cigarettes, cigars, pipes, etc.) ☐ Yes ☐ No

Do you plan to sublet the unit? ☐ Yes ☐ No

Occupancy will be: ☐ Full Time ☐ Part Time ☐ Pied-A-Terre

Will you receive mail at the unit? ☐ Yes ☐ No

Do you plan any alterations? ☐ Yes ☐ No

If yes, please explain: _____

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 all financial information submitted is a true and accurate statement of the undersigned as of the date set forth by each signature. The agents neither bear nor assume any responsibility whatsoever for the verification of completeness of the information contained herein. In addition, the undersigned hereby authorize(s) the managing agent and condominium association to share such portions of the application as they may reasonably believe necessary to fulfill the purposes of this application with 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: _____ Date: _____

Co-Applicant: _____ Date: _____

(If Applicable)

Guarantor: _____ Date: _____

Financial Statement

Applicant: _____ **Co-Applicant:** _____

Address: _____ **Address:** _____

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

_____ day of _____ 20__

ASSETS			LIABILITIES		
	Applicant	Co-Applicant		Applicant	Co-Applicant
Cash in banks (<i>Schedule A</i>)			Notes Payable (<i>Schedule E</i>)		
Money Market Funds			To Banks		
Contract Deposit			To Relatives		
Investments: Stocks and Bonds (<i>Schedule B</i>)			To Others		
Investments in Own Business			Installment Accounts Payable:		
Accounts and Notes Receivable			Automobile		
Real Estate Owned (<i>Schedule C</i>)			Other		
Automobiles:			Other Accounts Payable		
Year			Mortgages Payable on Real Estate (<i>Schedule F</i>)		
Make			Unpaid Real Estate Taxes		
Personal Property and Furniture			Unpaid Income Taxes		
Life Insurance			Chattel Mortgages		
Cash Surrender Value			Loans on Life Insurance Policies (Include Premium Advances)		
Retirement Funds/ IRA			Outstanding Credit Card Debt		
401K			Other Debts (<i>Schedule G</i>)		
KEOGH			TOTAL LIABILITIES		
Profit Sharing/ Pension Plan			NET WORTH		
Other Assets (<i>Schedule D</i>)					
TOTAL ASSETS					
COMBINED ASSETS			COMBINED LIABILITIES		

SOURCES OF INCOME / MONTHLY			PROJECTED EXPENSES / MONTHLY		
	Applicant	Co-Applicant		Applicant	Co-Applicant
Base Salary			Maintenance		
Overtime Wages			Apartment Financing		
Bonus and Commissions			Other Mortgages		
Dividends and Interest Income			Bank Loans		
Real Estate Income (Net)			Auto Loans		
Other Income Including Gifts (<i>Schedule H</i>)			Other:		
TOTAL			TOTAL		
			COMBINED TOTAL		

GENERAL INFORMATION			CONTINGENT LIABILITIES	
	Applicant	Co-Applicant		
Personal Bank Accounts at			An Endorser or Co-maker on Notes	
Savings and Loan Accounts at			Alimony Payments (Annual)	
Purpose of Loan			Child Support	
			Are you a defendant in any legal action?	<input type="checkbox"/> Yes <input type="checkbox"/> No
			Are there any unsatisfied judgments?	<input type="checkbox"/> Yes <input type="checkbox"/> No
			Have you ever taken bankruptcy? Explain:	<input type="checkbox"/> Yes <input type="checkbox"/> No

Itemized Schedules

Please include verification statements and proof of liquid assets as required by your coop or condo.

A: ITEMIZED SCHEDULE OF CASH

Applicant or Co-Applicant	Financial Institution	Type of Account	Account Balance

B: ITEMIZED SCHEDULE OF STOCKS AND BONDS

Amount/ No. of Shares	Description	Marketable Value	Non-Marketable Value

C: ITEMIZED SCHEDULE OF REAL ESTATE

Description and Location	Date Acquired	Cost	Actual Value	Mortgage Amount	Maturity Date	Monthly Operating Costs	Residential or Commercial (If commercial, what are the gross rents?)

D: ITEMIZED SCHEDULE OF OTHER ASSETS

Description	Amount

E: ITEMIZED SCHEDULE OF NOTES PAYABLE

To Whom Payable	Date	Amount	Due	Interest	Pledged as Security

F: ITEMIZED SCHEDULE OF MORTGAGES PAYABLE

To Whom Payable	Mortgage Amount	Principal Remaining	Maturity Date

G: ITEMIZED SCHEDULE OF OTHER LIABILITIES

Description	Amount	Date	Payments	Security

H: ITEMIZED SCHEDULE OF OTHER INCOME

Source	Amount Last Year	Is this recurring?

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

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

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 on the _____ day of _____, 20 ____.

X _____
Applicant Date

X _____
Co- Applicant Date

Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards

Lead Warning Statement

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 any 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 paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure

(a) Presence of lead-based paint and/or lead-based paint hazards (check (i) or (ii) below):

(i) ☐ Known lead-based paint and/or lead-based paint hazards are present in the housing (explain).

(ii) ☐ Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.

(b) Records and reports available to the seller (check (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 housing (list documents below).

(ii) ☐ Seller has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Purchaser's Acknowledgment (initial)

(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 mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(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 Acknowledgment (initial)

(f) _____ Agent has informed the seller of the seller's obligations under 42 U.S.C. 4852(d) and is aware of his/her responsibility to ensure compliance.

Certification of Accuracy

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

Seller	Date	Seller	Date
Purchaser	Date	Purchaser	Date
Agent	Date	Agent	Date

CONSENT FORM – DISCLOSURE OF INFORMATION

Applicant

Name: _____

Date of Birth: _____ Social Security #: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Co-Applicant

Name: _____

Date of Birth: _____ Social Security #: _____

Home Address: _____

City: _____ State: _____ Zip: _____

If Applicable

Guarantor/Other Adult

Name: _____

Date of Birth: _____ Social Security #: _____

Home Address: _____

City: _____ State: _____ Zip: _____

I hereby give consent for an investigative consumer report to be done on me for tenancy purposes. I hereby authorize, without reservation, any law enforcement agency, administrator, state agency, state repository, former employer, corporation, credit agency, educational institution, city, state, federal court, military institution, information service bureau, employer or insurance company contacted by AKAM Associates or Tenant Alert to furnish any and all information required. I do understand the investigation will include information from law enforcement agencies, state agencies and public records information, such as credit, social security, criminal, motor vehicle and workers' compensation in accordance with the American with Disabilities Act. This report will include information as to my character work habits, performance and experience, along with the reasons for termination of past employment from previous employers. This releases the aforesaid parties from any liability and responsibility for collecting the above information at any time.

According to the Fair Credit Reporting Act (Law 91-508) SS 606:

A person may not procure or cause to be prepared an investigative consumer report on any consumer unless it is clearly and accurately disclosed to the consumers that an investigative consumer report including information as to his character, general reputation, personal characteristics and mode of living and employment history, whichever are applicable, may be made. I also understand that if I am denied tenancy because of the consumer investigation, it is my right to have the name of the agency or agencies disclosed to me within the time allowed. This authorization, in original or copy form, shall be valid for this and any further reports or updates that may be requested.

Applicant's Signature: _____ Date: _____

Co-Applicant's Signature: _____ Date: _____

Guarantor/Other Adult's Signature: _____ Date: _____

EMERGENCY CONTACT INFORMATION

Shareholder's Name:	Personal Email:
Business Name:	Business Email:
Address:	Cell Phone:
City/State/Zip:	Business Phone:
Please list any other contact information (vacation home, beeper)	

Co-Shareholder's Name:	Personal Email:
Business Name:	Business Email:
Address:	Cell Phone:
City/State/Zip:	Business Phone:
Please list any other contact information (vacation home, beeper)	

Emergency Contact Information: (other than Shareholder)	
Name:	
Relationship to Shareholder(s):	Email:
Home Phone:	Cell Phone:

Please list all names of any additional occupants who will reside on the premises, including children

Additional Occupant	Age	Relationship
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

ACKNOWLEDGEMENT OF BUILDING POLICIES

Building: _____

Unit #: _____

Please initial each policy and sign the form below.

Owner **Co-Owner** **Guarantor** **Acknowledgement**

House Rules:

The Undersigned have received and read the House Rules for the above referenced building and understand that, as either a shareholder or as a subtenant, are bound by these House Rules and any subsequent revision thereto.

Damage Responsibility:

The Undersigned, as either shareholder or subtenant, agree to accept responsibility for any damage incurred to the elevators and public areas during my / our move into / out of the above referenced building.

Move In / Move Out Policy:

The Undersigned have received and read the Move In/Move Out Policy for the above referenced building and agree to, as either a shareholder or as a subtenant, follow the policy and pay all required fees and deposits.

Alterations Agreement:

The Undersigned have received and read the Alterations Agreement for the above referenced building and understand the procedures and requirements for any alterations to above referenced unit.

Pet Policy:

The Undersigned, as either a shareholder or a subtenant, have read and understand the Pet Policy for the above referenced building.

 Applicant's Name

 Co-Applicant's Name

 Applicant's Signature

 Co-Applicant's Signature

Date: _____

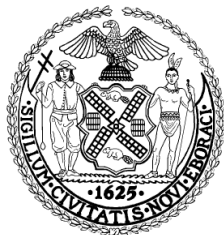
Date: _____

If Applicable:

 Guarantor's Name

 Guarantor's Signature

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

Notice to Tenant or Occupant

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 ALL THAT APPLY

- | | |
|--|---|
| <input type="checkbox"/> CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT | <input type="checkbox"/> WINDOW GUARDS ARE INSTALLED IN ALL WINDOWS* |
| <input type="checkbox"/> NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT | <input type="checkbox"/> WINDOW GUARDS ARE NOT INSTALLED IN ALL WINDOWS* |
| <input type="checkbox"/> I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER | <input type="checkbox"/> WINDOW GUARDS NEED MAINTENANCE OR REPAIR |
| | <input type="checkbox"/> WINDOW GUARDS DO NOT NEED MAINTENANCE OR REPAIR |

Occupant (Print)

Tenant's Signature:

Date

Tenant's Address

Apt No.

RETURN THIS FORM TO:

AKAM Associates, Inc.
260 Madison Ave, 12th Floor
New York, NY 10016

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

***Except windows giving access to fire escapes or a window on the first floor that is a required means of egress from the dwelling unit**

AGREEMENT OF INDEMNITY

The Undersigned, being the current proprietary lessee of Unit _____ at _____ (the "Unit"), does hereby agree to be solely responsible to comply with and/or satisfy the requirements of New York City Local Law 1 of 2004 imposed on the "owner" of the Unit, and indemnify and save _____ (the "Corporation") and its managing agent (the "Agent") free and harmless on account any damage, injury, fine, penalty or expense imposed on or incurred by the Corporation or the Agent as a result of a violation or alleged violation of New York City Local Law 1 of 2004 occurring in the unit while the Undersigned remains the proprietary lessee.

In the event of a breach of this Agreement of Indemnity, the Corporation shall have the rights and remedies available to it under the terms of the Proprietary Lease allocated to the Unit and all applicable laws.

Unit #: _____

Applicant's Name

Co-Applicant's Name

Applicant's Signature

Co-Applicant's Signature

Date: _____

Date: _____

PET REGISTRATION FORM

Building Name: _____ Unit #: _____

Name of Pet Owner: _____

Home/Cell Telephone: _____ Work Telephone: _____

PET INFORMATION

Please list all pets separately:

<u>Pet's Name</u>	<u>Type</u>	<u>Breed</u>	<u>Age</u>	<u>Weight</u>	<u>License of I.D #</u> <u>(NYC registered pet)</u>

PET REFERENCES

Veterinarian: _____ Phone: _____

Address: _____

PET'S EMERGENCY CARETAKER

Name: _____ Phone: _____

Address: _____

Please attach the following to this form:

- Recent photo of your pet(s)
- Copy of the registration with the City of New York
- Immunization records

I have read and understand the Rules and Regulations pertaining to the pet policy for the above referenced building, and I and members of my household promise to fully comply.

Pet owner Signature: _____ Date: _____

Approval Signature: _____ Title: _____ Date: _____

CORPORATION'S DESIGNATION OF OCCUPANT

Name of Corporation: _____ **Unit #:** _____

Name(s) of each individual designated to occupy unit (if children, include age(s)):

_____	_____
_____	_____
_____	_____
_____	_____

Term of Occupancy: _____

**Occupant's relationship
to the Corporation:** _____

Name & Title of Authorized Officer

Signature of Authorized Officer

Date

PAPER MATERIALS OPT-OUT FORM

Duplicating materials like Board minutes and notices is expensive and wasteful. Join the e-documents list and help us reduce these costs.

I / We would like to participate in the “opt-out” option and receive official building materials via email. I / We understand it is my / our responsibility to keep AKAM Associates, Inc. informed of any changes to my / our email address*.

**In the event of multiple owners, please select only one contact for distribution of materials.*

Owner's Name: _____ Unit #: _____

Email Address: _____

Home phone: _____

Comments: _____

**SUBJECTION TO JURISDICTION
AND
IRREVOCABLE DESIGNATION OF AGENT
FOR THE SERVICE OF PROCESS**

KNOW ALL MEN BY THESE PRESENT, that the undersigned, _____,
("Principals") dated _____, 20____, do/does hereby irrevocably designate,
pursuant to New York C.P.L.R. Rule 318, _____ ("Agent") with offices at
(must be New York State) _____, as our Agent authorized to
receive and accept any notice or legal process from _____
("Cooperative"), with offices c/o AKAM Associates, Inc., 260 Madison Avenue, 12th Floor,
New York, New York 10016.

This designation shall not be affected by the subsequent disability, incompetence or death of the
Principals and shall be binding upon the heirs, legal representatives, successors and assigns of
each of the Principals and Agent.

The undersigned authorizes the Cooperative to file this designation of agent in the Office
of the Clerk of New York County, and agree to reimburse the Cooperative for all costs and
expenses incurred by it in connection with the preparation and filing of this Designation
of Agent.

The undersigned further agrees to, and does hereby, irrevocably subject themselves (and each
of them) personally to the jurisdiction of the Courts of the State of New York for
adjudication of any dispute which may arise between them and the Cooperative.

The undersigned agree that, so long as the undersigned own any unit located in
the Cooperative, the undersigned will not revoke this Designation of Agent and will execute
and file such renewals or extensions of this Designation of Agent and will perform such
other acts as may be required to keep such Designation of Agent in full force and-effect.

If the above named Agent shall die, become incapacitated, retire or resign or fail to maintain an
office or residence in the City of New York, the undersigned agree to immediately secure
a substitute agent reasonably acceptable to the Cooperative and to execute and file a
replacement of this designation of agent naming the new agent for service of process.

Any default by the Principals in the obligations set forth in this Designation of Agent shall,
subject to any notice of default, grace period, and opportunity to cure set forth in the By-
Laws and House Rules, be a default in the Principals' obligations as a unit owner under the
By-Laws and House Rules of the Cooperative for Unit _____ at
_____.

Agent signature

Acknowledgments by a Person Within New York State (RPL § 309-a)

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On the _____ day of _____, 20____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On the _____ day of _____, 20____, before me, the undersigned, personally appeared _____ personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On the _____ day of _____, 20____ before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity(ies), and that by his/her signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(signature and office of individual taking acknowledgment)

Request for Taxpayer Identification Number and Certification

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

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☐ Other (see instructions) ▶

☐ Exempt payee

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)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line 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 number to enter.

Social security number

			-			-				
--	--	--	---	--	--	---	--	--	--	--

Employer identification number

			-							
--	--	--	---	--	--	--	--	--	--	--

Part II 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,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

Foreign person. If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

Nonresident alien who becomes a resident alien. Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a “saving clause.” Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

Example. Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

What is backup withholding? Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called “backup withholding.” Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

Payments you receive will be subject to backup withholding if:

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

Penalties

Failure to furnish TIN. If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

Civil penalty for false information with respect to withholding. If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

Criminal penalty for falsifying information. Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

Misuse of TINs. If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

Specific Instructions

Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

Sole proprietor. Enter your individual name as shown on your income tax return on the “Name” line. You may enter your business, trade, or “doing business as (DBA)” name on the “Business name/disregarded entity name” line.

Partnership, C Corporation, or S Corporation. Enter the entity's name on the “Name” line and any business, trade, or “doing business as (DBA) name” on the “Business name/disregarded entity name” line.

Disregarded entity. Enter the owner's name on the “Name” line. The name of the entity entered on the “Name” line should never be a disregarded entity. The name on the “Name” line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the “Name” line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the “Business name/disregarded entity name” line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

Note. Check the appropriate box for the federal tax classification of the person whose name is entered on the “Name” line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

Limited Liability Company (LLC). If the person identified on the “Name” line is an LLC, check the “Limited liability company” box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter “P” for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter “C” for C corporation or “S” for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the “Name” line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the “Name” line.

Other entities. Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

Note. If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
 2. The United States or any of its agencies or instrumentalities,
 3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
 4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
 5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
 7. A foreign central bank of issue,
 8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
 9. A futures commission merchant registered with the Commodity Futures Trading Commission,
 10. A real estate investment trust,
 11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
 12. A common trust fund operated by a bank under section 584(a),
 13. A financial institution,
 14. A middleman known in the investment community as a nominee or custodian, or
 15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 ¹	Generally, exempt payees 1 through 7 ²

¹ See Form 1099-MISC, Miscellaneous Income, and its instructions.

² However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

Note. See the chart on page 4 for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at www.ssa.gov. You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at www.irs.gov/businesses and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting IRS.gov or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note. Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

Signature requirements. Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee ¹ The actual owner ¹
5. Sole proprietorship or disregarded entity owned by an individual	The owner ³
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor [*]
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity ⁴
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

¹ List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

² Circle the minor's name and furnish the minor's SSN.

³ You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

⁴ List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

***Note.** Grantor also must provide a Form W-9 to trustee of trust.

Note. If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

Secure Your Tax Records from Identity Theft

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

Protect yourself from suspicious emails or phishing schemes.

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to phishing@irs.gov. You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: spam@uce.gov or contact them at www.ftc.gov/idtheft or 1-877-IDTHEFT (1-877-438-4338).

Visit IRS.gov to learn more about identity theft and how to reduce your risk.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.



IMPORTANT BUILDING DOCUMENTS TO REVIEW

Please read these documents carefully before initialing and signing the "ACKNOWLEDGEMENT OF BUILDING POLICIES" document.

Please keep these documents for your reference and do not submit them with your application.

Documents contained herein:

- Building House Rules
- Move in / Move out Procedure
- Alteration Agreement
- Lead Paint Safety Brochure
- Tax Abatement Information

All About Living at 200 East 36 St.

Welcome to 200 East 36th Street, one of the premier co-op apartment buildings in Murray Hill. In our ongoing efforts to keep the quality of life in our building at the highest standard, we offer this booklet of "House Rules" for our residents. It is important for us to continue to maintain the high level of service and security that we have become accustomed to. Therefore, please refer to this set of guidelines to answer your questions regarding residents' rights and responsibilities.

Feel free to contact Tom Freeley, our managing agent for the building (692-6133), or Luis Losada, our superintendent, with any questions or comments.

The following are responsible for running our building:

- **Board of Directors:** This building is governed by an elected board of directors, made up of seven directors (shareholders). The directors are elected at our annual shareholders meeting (typically in September or October) for a one-year term.
- **Management Agent:** Insignia Management Co. is responsible for the day-to-day operations of our building. Our building executive is Tom Freeley.
- **House Staff:** Our staff consists of a superintendent, a porter, a maintenance man, and four doormen. Someone is on duty 24 hours a day.

Again, welcome to the building.....

The Board of Directors

200 East 36th Owners Corp.

House Rules Guidebook

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House Rules Guidebook

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1. ALTERATIONS TO APARTMENTS

Alterations are defined as but not limited to, the removal of or the construction of partition walls, the replacement of floors, remodeling of kitchens and bathrooms, plumbing or electrical work, cabinetry or millwork. Prior to commencement of any alterations, an alteration agreement consisting of a Blumberg (form) and any applicable Board specified riders, a description of the project and an escrow deposit are to be submitted to the Managing Agent along with any architectural plans or other information as established in the alteration agreement. All alterations must be approved by the Board before commencing work.

Prior to the commencement of any work, all contractors working in the building (including those for painting, grouting, and floor finishing, which do not require an alteration agreement) must submit the proper insurance certificates to the Managing Agent, as required by the Board.

Work shall be conducted between the hours of 9:00 A.M. and 4:00 P.M. on weekdays only (not including holidays). No work on weekends is permitted.

2. ANTENNAS

No radios or television antennas, cable or electronic equipment shall be permitted to be installed on or about the building without the prior written consent of the Board.

3. AWNINGS AND AIR CONDITIONERS

No awning or ventilator shall be installed in or about any window without prior written consent of the Board. No window air conditioners are permitted. All sleeve air conditioners must fit in the existing sleeve.

4. BICYCLES AND CARRIAGES

No bicycles or baby carriages shall be left in the public halls or stairways. A basement room is provided for storage of these items. Storage space is provided at shareholder's risk, subject to availability.

5. BULLETIN BOARD

There is an enclosed bulletin board installed in the mailroom for posting of building-related announcements. All notices should be given to the Superintendent for appropriate posting.

6. CABLE TV

Basic Cable TV is provided as part of your monthly maintenance assessment.

7. CARPETING

Rugs or carpeting must cover 80% of apartment floor areas, excepting kitchen, bathroom, foyer, and closet areas.

8. CHILDREN'S ACTIVITIES

Children shall not play in the lobby, public halls, stairways, courts, or elevators.

9. COMPLAINTS

All complaints concerning the building, your apartment, or building personnel should be sent in writing to the attention of the Managing Agent, for its review or for review of the Board.

10. DELIVERIES (FURNITURE, ETC.)

Prior to the delivery of furniture, appliances, or other larger items, the Building Superintendent must be notified. These items may only be delivered Monday through Friday between the hours of 9:00 A.M. and 4:00 P.M. Large items must be carried down the side stairs and taken upstairs from the basement in the designated elevator.

11. DELIVERIES (FOOD, ETC.)

For food deliveries (e.g. market or restaurant) or any smaller item delivered, the doorman will call your apartment. You will be required to come to the lobby for pick-up. This is meant to maintain the security and cleanliness of the building. No delivery person shall be given access to the building without being accompanied by the tenant at all times.

12. DELIVERIES & PICK-UP OF SMALL PACKAGES

Any envelopes or small packages delivered to the building may be left with the doorman for pick-up.

13. EMERGENCIES

Any and all emergencies, such as fires, explosions, breach of security, etc. must be reported at once to the Doorman on duty. This should include incidents that appear to be under control.

14. EXTERMINATOR SERVICE

The Building maintains a contract with an exterminator service. Should you encounter any difficulties requiring an exterminator, contact the Superintendent in writing to schedule an appointment.

15. GARBAGE (NON-RECYCLABLE)

Every floor has a compactor chute located inside a garbage room. All non-recyclable garbage is to be placed in the compactor chute. All newspapers, periodicals, etc. are to be brought to the basement recyclable area. The garbage room on each floor must be kept clean. This is for the well being, comfort, and safety of our neighbors. Please note that instructions are posted at the chute regarding recyclable that should be taken to the basement.

16. GARBAGE (RECYCLABLE)

In accordance with N.Y.C. regulations, all residential buildings are REQUIRED to recycle certain items of trash. Accordingly, the building is equipped with special Blue and Green recycle receptacles located in the basement area. You are required to place your recyclable items in the appropriate bin. Garbage may not be placed outside the building, without the approval of the Superintendent.

17. GARDEN AREA

The area adjacent to the east side of our building on 36th Street is set up for the use of our tenants. This area must be kept clean. Please notify the Doorman if you wish to use the garden, as access is limited for security purposes.

18. GUESTS

Guests arriving to visit a tenant must be announced and admitted by the Doorman. In the event you are expecting guests to access your apartment in your absence, a letter of admittance along with keys (if necessary) are to be left with the Doorman. Access will not be granted without this written consent.

19. HOUSE RULES

Any consent or approval given under these House Rules by the Lessor shall be revocable at any time. These House Rules may only be added to, amended or repealed by resolution of the Board of Directors.

20. KEYS

You are required to leave a complete set of keys to your apartment with the building Superintendent. This is a precaution in the event of an emergency, such as fire or flood, etc. Without access, in the event that a locksmith is needed, one will be called at the shareholder's expense.

21. LATE CHARGES

Maintenance payments are due on the first of the month. Payments not received by the 10th of the month are subject to a late charge.

22. LAUNDRY ROOM

There is a Laundry Room located in the basement for the sole use of tenants or their household staff. The hours of use are 8:00 A.M. to 9:00 P.M. 7 days a week.

23. LOBBY AREA

The lobby and adjoining area are to be used for egress and ingress of the building or for meeting guests or for waiting purposes. In order to maintain decorum, these areas are not meant for prolonged gathering, or loitering.

24. MOVING IN/MOVING OUT PROCEDURES

Whether moving in or out, the Superintendent must be notified as to your intentions and planned date of move. You are required to place a \$500 escrow deposit, made payable to 200 East 36th Owners Corp. to cover any damages that may occur, with the Superintendent or Management office prior to move date. Large household items must be brought into or taken out of the building via the outside stairway on the east side of the building and through the basement.

25. NOISE

For the comfort and rights of our fellow tenants, no lessee shall make or allow any disturbing noises at any hour of the day or night. No one shall be permitted to operate any radio, stereo, or television, or play any musical instrument in their apartment, if the noise shall disturb or annoy any other tenant in the building between the hours of 11:00 P.M. and 8:00 A.M.

26. OPEN HOUSE FOR SALE OF APARTMENT

In the event, you or your broker plan to have an open house to facilitate selling your apartment, the Managing Agent must be notified before the open house date. The date and time must first be approved. At least two people must attend throughout: one person to show the apartment and to escort the next person up and down, and one to stay with visitors in the lobby. Visitors may not be left in the lobby area or permitted into the building without a shareholder representative remaining with them at all times.

27. PERSONAL USE OF HOUSE STAFF

No tenant shall send any employee of the building on any personal errand or business.

28. PETS

Pets shall be permitted with the express approval of the Board; such permission shall be revocable by the Board if necessary. No animal shall be permitted in the elevators or public areas unless carried or on a leash. No birds or pigeons shall be fed from the window, terraces or in any area adjacent to the building.

29. PUBLIC HALLS AND STAIRWAYS

No articles shall be left in the halls or stairwells, nor shall anything be hung outside of or off windows, terraces or terrace railings.

30. REPAIRS/RESPONSIBILITY

The lessee (owner) shall be responsible for the repair of any item or fixture that is on the interior of the apartment, (i.e. damaged sinks, light fixtures, floors, etc.). The building shall assume responsibility for repair of anything inside the walls (e.g., plumbing, intercom, etc. within the walls). In the event of flooding from your apartment into other apartments, the lessee (owner) shall bear responsibility for damage to the other apartment(s). Therefore, insurance is suggested for your protection.

31. ROOF AREA

No access to the roof area shall be permitted to any lessee or guest.

32. SALES AND FINANCING/REFINANCING

Before selling, or financing/refinancing your apartment, please contact the Managing Agent to obtain the required documents and be briefed on the applicable fees. All such transactions are subject to Board approval.

33. SIGNS OR ADVERTISEMENTS

No sign, advertisement, lettering, or illumination shall be inscribed or exposed on any window or other part of the building unless it is specifically approved, in writing, by the Board, nor shall anything be projected out of any window.

34. SMOKING

Smoking is not allowed in any public areas, including the lobby, halls, landings, elevators, and laundry room.

35. STORAGE

The building has a Trunk Room available to all lessees on a first come basis. The building assumes no responsibility for any damage or theft for any articles left. The Name and Apartment number shall be clearly marked on any item left in the storage room. The Board reserves the right to refuse items for storage, and does not guarantee availability of such area.

36. SUBLET POLICY

Subletting of apartments is allowed in extraordinary circumstances, subject to the approval of the Board of Directors, after a Shareholder has been in residence for a minimum of three (3) years. Sublets are at the Board's discretion, and are for a period of one (1) year only. Apartments may not be sublet more than three years. The subtenant must be approved by the Board.

A sublet fee of 20% (of your maintenance) for the first year, 30% for the second year, and 50% for the third year, shall be imposed on the Shareholder. Contact the Managing Agent if you have any questions.

37. TERRACES

Some apartments on the 15th, 16th 17th and 18th floors have terraces. Terrace guidelines are provided under separate cover to affected units, and specify the applicable house rules regarding terraces.

38. TOURS

No group tour or exhibition of any apartments shall be conducted, or any auction sale held in any apartment, without the express written consent of the Managing Agent.

39. WINDOW GUARDS

New York City Law REQUIRES that any apartment with children 10 YEARS OR UNDER be equipped with window guards. These are to be installed by the building and inspected annually. Annual notices are also sent to all tenants, replies are required.

40. WORKMEN

All outside workmen entering the building must carry proper credentials and be insured to the satisfaction of the Managing Agent. Proof of insurance is required prior to commencement of work.

MOVE IN/MOVE OUT POLICY

1. No move out will be permitted unless the Residents are in full compliance with all obligations to 200 East 36th Street Owners Corp. monetary and otherwise.
2. Moving is permitted Monday through Friday between the hours of 9:00am and 5:00pm and Saturday 10:00am and 6:00pm, only with the coordination of the superintendent and the Managing Agent's office. All items are to be transported using the designated moving elevator with the appropriate protective mats.
3. Prior to any move in or out of the building, a Resident must provide to the Managing Agent:
 - A) Deposit of **\$500.00** to cover any damage or loss to the property that may be incurred during the move. The deposit will be returned to the Resident if there are no damages. Deposits must be in the form of a certified check or money order, made payable to (corporation name)
4. Residents must notify the superintendent/Managing Agent in writing at least seven (7) days in advance of any planned move in or out of a unit.
5. All moving companies must provide certificates of insurance for both, liability and worker's compensation naming 200 East 36th Street Owners Corp., the unit owner/s, and AKAM Associates, Inc. as an additional insured.
6. Residents are responsible for any damages to common areas such as walls, stairs, elevators, floors, etc. caused by them or their movers. The Managing Agent shall assess the condition of the common areas as they were left after the move for any damage or loss to the property. Any and all expenses related to the cleaning, repairing, restoring or replacing of building property that has been lost or damaged due to the move shall be charged to the responsible Resident and deducted from the Resident's deposit. The Managing Agent shall refund any remaining amount of the deposit. Any Resident who moved in or out is responsible for the full payment of remedial expenses that may exceed the **\$500.00** set aside as a deposit and the exceeded expense will be billed to the unit owner's maintenance account.

ALTERATION AGREEMENT*

This Agreement, made as of this _____ day of _____, 201__ between 200 East 36th Owners Corp. (the "Corporation") with an address C/o AKAM Associates, Inc. (Managing Agent) and _____ (the "Shareholder") having a mailing address of 200 East 36th Street, Apartment ____, New York, New York 10016.

WITNESSETH:

WHEREAS, the Shareholder hereby requests permission to make/install the equipment and/or make the alterations in the apartment (the "Apartment") Apt. _____ at 200 East 36st Street. in New York, New York 10016 as described in the accompanying plans and specifications (the "Work");

WHEREAS, in order to obtain the Corporation's consent to the Work as required under Article 21, Paragraph (a) and (b) of the proprietary lease (the "Lease") between the Shareholder and the Corporation, the Shareholder agrees to comply with the terms of the Lease and the obligations and policies of the Corporation, including but not limited to, applicable House Rules.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Shareholder's Submissions. Shareholder herewith delivers to the Corporation:
 1. Detailed plans, specifications and drawings of the Work, including a room-by-room list of all alterations to be undertaken, and if required by the Corporation, detailed plans and specifications (the "Plans") prepared by a licensed architect or engineer (if the nature of the alteration so requires), which shall not be modified by the Shareholder after they are approved by the Corporation's architect or engineer (the "Corporation's Designated Engineer") without the Corporation's Designated Engineer's subsequent approval.
 2. A check with respect to the security payable in connection with this Agreement in the sum of \$2,500.00 payable to the Corporation in accordance with paragraph 13 of this Agreement if applicable.
 3. A check in the sum of \$400.00 payable to AKAM Associates, Inc. managing agent for the Building (the Managing Agent) as a processing fee in connection with this request and Work, if applicable.

*Note to Shareholder: This form of Alteration Agreement is to be used for structural alterations to the Apartment (i.e., removing all or part of a wall, changing the plumbing or electrical lines, or replacing windows). If you are just doing cosmetic work (i.e., painting, wallpapering, changing bathroom, kitchen or lighting fixtures without altering the plumbing or electrical lines) use Decorating Agreement.

4. Current certificate of homeowner's insurance showing liability coverage of \$500,000.

2. Corporation's Review of Work as Proposed. Shareholder acknowledges that the Corporation's Designated Engineer, may at Shareholder's expense, (a) review the Plans for the Work and (b) from time to time observe the Work to ensure that the Work conforms to the approved Plans and is otherwise in conformity with the requirements of this Agreement. Shareholder shall provide access to the Apartment, from time to time, to permit the Corporation's Designated Engineer, the Managing Agent, the superintendent of the Building, or any other person the Corporation may authorize, to observe and inspect the Work. Shareholder shall make all corrections specified by the Corporation as a result of such inspections, necessary to bring the Work into conformity with the Plans. The Corporation's failure to inspect shall not be considered a waiver of the Shareholder's obligation to comply with this Agreement and the approved Plans. The Corporation shall notify the Shareholder as to when inspections will be required.

Shareholder shall promptly correct all parts of the Work (whether or not such work is fabricated, installed or completed) rejected by the Corporation because of its failure to conform to the Plans and specifications previously approved by the Corporation or with the requirements of this Agreement or the laws, rules, orders or regulations of any governmental authority having jurisdiction over the Building or which violates any policy of insurance maintained by the Corporation. Shareholder shall bear all costs of correcting such rejected parts of the Work, including the compensation for additional services to the Corporation of any architect or engineer made necessary thereby.

3. Pre-Conditions to Commencement of Work by Shareholder. Shareholder agrees:

a. Prior to beginning the Work, to provide the Corporation with complete and conformed copies of every agreement made with contractors, subcontractors and suppliers.

b. If required by laws, rules, orders or governmental regulations or the Corporation's Designated Engineer, to file plans, forms or applications (including without limitation any asbestos-related forms filed in support of any applications) with, and procure the approval, permits, licenses, consents of all governmental agencies having jurisdiction over the work including, but not limited to, the New York City Buildings Department, the Board of Fire Underwriters and the Landmarks Preservation Commission, and, not more than ten (10) business days after receipt of such approval, to deliver to the Corporation a copy of every permit or certificate issued. The determination of the Corporation's Designated Engineer as to the need for any such approval shall be conclusive.

c. At the completion of the Work, the Shareholder will deliver to the Corporation an amended certificate of occupancy and a certificate of the Board of Fire Underwriters, if either be required, and such other proof as may be necessary to indicate that all Work has been done in accordance with all applicable laws, ordinances and government regulations, together with a statement from the architect or engineer who signed the Shareholder's Plans that the Work has been executed in accordance with those Plans. If an amended certificate of occupancy or certificate of the Board of Fire Underwriters is not required, the Shareholder's Designated Engineer must submit a statement to that effect. The determination of the Corporation's Designated Engineer as to the need for an amended

certificate of Occupancy shall be conclusive.

d. To procure from Shareholder's contractor or contractors the insurance policies described on Exhibit "A" attached hereto, which policies shall name the Corporation, the Corporation's officers, directors, shareholders, Designated Engineer, the Managing Agent, and Shareholder, as parties insured. Such policies shall provide that they may not be terminated until at least ten (10) days after written notice to the Corporation. All such policies or certificates evidencing the issuance of the same shall be i) with companies that are reasonably acceptable to the Corporation, and ii) delivered to the Corporation before the Work commences.

4. Shareholder to Give Notice of Actual Commencement of Work. Prior to commencing the Work, Shareholder shall give at least five (5) days' written notice to the Corporation's Designated Engineer, the superintendent of the Building and the Managing Agent of the date the Work shall commence and the estimated duration of the Work.

Work Done at Shareholder's Risk. Any damage to the Apartment or other areas of the Building, including, but not limited to the common structure, infrastructure, mechanical systems equipment, elevators, doors and finishes of the Building, caused by or resulting from the Work, shall be covered by the insurance coverage required of Shareholder, or Shareholder's contractor(s) or subcontractor(s), as the case may be.

However, the existence of such insurance shall not relieve Shareholder of liability therefore. If the Managing Agent advises Shareholder of any damage, which in the Managing Agent's opinion, was caused by the Work, Shareholder shall promptly submit such claim to Shareholder's insurance carrier and to Shareholder's contractor(s) or subcontractor(s) for submission to their insurance carrier, as appropriate. Shareholder agrees to use all reasonable efforts, and to cause the contractor(s) and subcontractor(s) likewise to use all reasonable efforts, to cause any insurance carrier insuring Shareholder or Shareholder's contractors or subcontractors to expeditiously review and settle damage claims for which they are responsible.

6. Indemnification by Shareholder. Shareholder hereby indemnifies and holds harmless the Corporation, the Corporation's Designated Engineer and employees, the Managing Agent, and other shareholders and residents of the Building against any damages suffered to persons or property as a result of the Work. Shareholder shall reimburse the Corporation, the Corporation's Designated Engineer, Managing Agent, and other shareholders and residents of the Building for any losses, costs, fines, fees and expenses (including, without limitation, reasonable attorney's fees and disbursements) incurred as a result of the Work and/or the Shareholder's or any contractor's or consultant's failure to conform with this Agreement or any law or ordinance and which may be incurred by the Corporation in the defense of any suit, action, claim or violation in connection with the Work or the abatement thereof.

7. All Costs Associated with Work Done at Shareholder's Expense. Shareholder accepts sole responsibility for the Work and for all costs in connection with the Work. If the Corporation obtains legal, engineering or architectural advice either prior or subsequent to granting permission for the Work, Shareholder agrees to reimburse the Corporation, on demand, for any reasonable fees (including attorney's fees) incurred. Shareholder understands and agrees that all costs of labor, equipment and materials incurred by the Corporation, shall be charged to Shareholder as additional rent under the Lease.

8. Shareholder's Contractor to Cooperate with Building Labor. All of Shareholder's contractors and subcontractors shall employ only such laborers as shall not conflict with any of the trade unions employed in the Building or otherwise cause disharmony with any Building service union. The Contractor shall acknowledge this Agreement and agrees to, and shall cause all subcontractors to abide by all of the rules and regulations of the Corporation.

9. Shareholder's Responsibility for Consequences of Work. Shareholder and any successor-in-interest assume(s) all risks of damage to the Building and its mechanical or electrical systems, and to persons and property in the Building which may result from or be attributable to the performance or existence of the Work and the maintenance and repair of any alterations and installations in the Apartment after completion. This responsibility covers all aspects of the Work, whether or not structural, including without limitation, weather-tightness of windows, exterior walls or roofs, waterproofing of every part of the Building directly or indirectly affected by the Work, and maintenance of all heating, plumbing, air-conditioning and other equipment installed or altered pursuant hereto. If the operation of the Building, or any of its equipment, is adversely affected by the Work, Shareholder, when so advised, shall promptly remove or correct the cause of the problem as determined by the Corporation. Shareholder agrees that any air conditioning units, terrace plantings and/or structures, wherever located in the Building, may be removed by the Corporation for the purpose of repairs, upkeep or maintenance of the Building, at the sole expense of the Shareholder. If the Shareholder does not promptly remove or correct the problem, the Corporation may have the problem corrected and the Shareholder shall be liable for all costs and expenses incurred therein.

10. Prohibited Construction Methods. Shareholder recognizes that there will be no change in the operation of the Building's heating system, ventilation system or air-conditioning system, if any, to facilitate the functioning of any heating or air-conditioning units Shareholder may be installing. Shareholder will not interfere or permit interference with the Building's intercom system, gas, electric, plumbing or any other service. Shareholder agrees that exterior masonry walls shall not be penetrated.

11. Completion of Work. The Shareholder shall use the Shareholder's best efforts to ensure that the Work is completed expeditiously, but in any event all Work shall be completed within an aggregate of 120 working days from the date of commencement of the Work, or such other period as the Corporation, in writing, designates (the ACompletion Date@). The Corporation expresses no opinion regarding the feasibility of completion of the Work within this time period. No Work other than decorative work, such as painting, wallpapering or carpeting, may be continued beyond the Completion Date without the Corporation's specific written consent. If the Work shall not have been completed by the Completion Date, the Corporation shall be entitled to apply, from the security funds provided pursuant to paragraph 1(b) of this Alteration Agreement, the sum of \$ 100.00 per day for each calendar day the Work remains incomplete. These amounts are acknowledged to be liquidated damages, and not a penalty, to compensate the Corporation and the Corporation's shareholders for the costs and inconvenience of the continuation of the Work, it being understood that the damages caused by continuation of the Work would be difficult to determine. The Corporation's application of the security funds provided pursuant to paragraph 1(b) of this Agreement as aforesaid shall be without prejudice and in addition to all other remedies the Corporation may have. If the security funds provided pursuant to paragraph 1(b) are fully applied, the Shareholder agrees to pay all amounts due under this paragraph to the Corporation in weekly installments. The determination of whether the Work is completed shall be made by the Corporation, and the Corporation's determination shall be conclusive. The Shareholder agrees that any consent by the Corporation to perform Work after the Completion Date may be revoked by the Corporation immediately if the Shareholder fails to comply with any requirement of this Agreement or

extension of the Completion Date.

12. Work Hours and Noise. The Work shall be performed, only between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday; provided however, that "noisy work" which may disturb other residents shall not be performed before 10:00 a.m., Monday through Friday. The Work shall not be performed on Saturdays, Sundays and holidays. The Corporation shall be the sole arbiter should there be any doubt as to noise levels, which may be disturbing.

13. Shareholder's Security Deposit. As security for the faithful performance and observation by Shareholder of the terms and conditions of this Agreement, Shareholder has deposited the sum indicated in paragraph 1(b) with the Corporation. In the event that Shareholder or persons engaged by Shareholder to perform the Work cause loss, cost or expense to the Corporation, including without limitation any loss, cost or expense arising from or relating to (a) the fees of the Corporation's Designated Engineer to review the plans and specifications or to review from time to time the progress of the Work; (b) the fees of the Corporation's attorneys engaged in the event of Shareholder's breach or alleged breach of the provisions of this Agreement, or otherwise in connection with the Work; (c) damage to the carpeting or wallpaper in the Building's hallways or to any common area (including without limitation, the cost of cleaning, shampooing, painting or repairing the same if soiled or otherwise damaged); (d) delays in completion of the Work, as more specifically referred to in Paragraph 11 of this Agreement, or (e) any other expenses incurred by the Corporation in connection with any complaints or breach of this Agreement. Shareholder agrees that the Corporation may use, apply or retain the whole or any part of the security so deposited and the interest earned thereon, if any, to the extent required for the payment thereof. If the deposit is diminished by one-half of the original amount, Shareholder shall replenish it to the full amount within (3) days after written demand. Shareholder's failure to so replenish the security deposit shall be a material breach of this Agreement and shall entitle the Corporation to stop the Work, and/or exercise any remedies it has hereunder. If Shareholder shall comply with all of the terms and conditions of this Agreement, the security deposit and interest or remaining balance thereof, if any, shall be returned to Shareholder.

14. Accessibility. Shareholder agrees that all water, steam, and gas valves will be reasonably accessible. If any portion of the Work should enclose such valves, contrary to the provisions of this Agreement, if requested by the Corporation's Designated Engineer, such portion shall be uncovered at Shareholder's expense for observation. Such enclosure shall be opened and replaced at Shareholder's expense.

15. Use of Public and Common Areas During Work. Shareholder will not allow the halls, sidewalks, courtyards and other public areas to be used for the storage of building materials or debris and agrees that the floor of the back halls to be used in connection with the Work will be covered with construction paper during the Work. If the Work mars or damages the back hall, stairs, or elevators, the Corporation may repair them at Shareholder's expense upon the completion of the Work. Shareholder will take or cause their contractors to take all precautions necessary to prevent damage to the carpeting and wallpaper in the Building's hallways, elevators (including the doors and appurtenances) and to other common areas during the progress of the Work. If Shareholder shall fail to promptly perform any repair, Shareholder shall promptly pay all reasonable bills for such repairs.

16. Shareholder to Maintain Certain Safety Precautions. Shareholder agrees that functioning fire extinguishers and smoke alarms will be maintained in the Apartment during the

Work. Shareholder agrees that the Work shall not block access to any fire exits in the Building. Shareholder shall have smoke detectors installed within 15 feet of every sleeping area on the ceiling or wall pursuant to Local Law 62 of 1981 of the City of New York, and Shareholder shall install window guards if a child or children 10 years old or under lives or resides in the Apartment pursuant to Section 131.15 of the New York City Health Code.

17. Shareholder to Control Refuse, Dirt, Dust, Lead Based Paint, etc. a. All precautions will be taken by Shareholder to prevent dirt and dust from permeating other parts of the Building during the progress of the Work. Materials and rubbish will be placed in barrels or bags before being taken out of the Apartment. All such barrels or bags, rubbish, rubble, discarded equipment, empty packing cartons and other materials will be taken out of the Building and removed from the Apartment at Shareholder's expense. Shareholder recognizes that only the service elevator may be used for such removal and only at such times as the superintendent of the Building may direct. Shareholder shall not permit any dumpster or garbage container to be left overnight in front of the Building and shall not permit any dumpster or garbage container to be left for more than five (5) consecutive days at the sides of the Building. Notwithstanding the foregoing, the placement of any dumpsters must comply with all governmental regulations, including without limitation, obtaining any necessary permits.

b. The Federal Task Force on Lead-Based Paint Hazard Reduction has recommended certain maintenance practices, including (1) limiting access to the work area to only workers, (2) isolating the work area with polyethylene plastic or equivalent, (3) protecting the workers, (4) protecting the Shareholder's belongings by covering or removing them from the work area, (5) wetting the painted surfaces before disturbing the paint and (6) wetting the debris before sweeping. The Task Force has indicated that certain removal practices are unsafe, including (1) open flame burning, (2) power sanding or sandblasting (unless a special vacuum attachment is used to contain dust), and (3) dry scraping more than a de minimis surface area (de minimis means an area of less than one square foot per room). The Shareholder shall cause the Shareholder's contractors and/or workers to perform their work consistently with the recommendations of the Task Force and shall upon completion of the work perform specialized cleaning of the work area using methods designed to safely remove dust and debris which may contain lead.

c. No more than sixty (60) days prior to beginning renovation activities in the Apartment, the contractor shall provide the Shareholder with the Environmental Protection Agency (the "EPA") pamphlet entitled, Protecting Your Family from Lead in the Home, (the "Pamphlet"). If the Apartment is occupied by other than the Shareholder, the contractor shall provide the occupant with the Pamphlet. The contractor shall be responsible for obtaining the Shareholder's or the occupant's written acknowledgment of receipt of the Pamphlet or a certificate of mailing evidencing same. The Shareholder hereby acknowledges that the Corporation has no liability or obligation in connection with this notification requirement of the EPA.

18. Shareholder to Comply with Laws, etc. Shareholder shall not do or permit any act or thing to be done contrary to law, or which will invalidate or be in conflict with any provision of any liability, multi-peril casualty or other insurance policies carried by Shareholder or for Shareholder's benefit. Shareholder shall comply with all federal, state and local laws, rules and regulations pertaining to asbestos and other hazardous material, as the same have been or may be promulgated, supplemented or amended from time to time prior to and during the abatement-work.

19. Acceptance of Responsibility by Shareholder and Shareholder's Successor in Interest.

a. The Shareholder releases the Corporation, the Managing Agent, the Corporation's agents and employees from any liability for damage to the portions of the Apartment affected by the Work, which may occur in the performance of building maintenance repairs. Notwithstanding anything to the contrary contained in the Lease, the Shareholder accepts sole responsibility for the Work and costs in connection with the maintenance, repair, restoration or replacement of any portions of the Apartment affected by the Work, and acknowledges that such responsibility shall pass to the Shareholder's successor-in-interest in the Apartment.

b. Shareholder or Shareholder's successor-in-interest (i) shall advise each subsequent purchaser of Shareholder's interest in the Corporation's shares appurtenant to the Apartment (a "Purchaser") of the Work undertaken by the Shareholder and the Purchaser's obligations under this Agreement; (ii) shall provide copies of the Plans and this Agreement to the Purchaser; (iii) shall waive any claim or cause of action against the Corporation, the Board of Directors or the Managing Agent, for advising a potential Purchaser of the obligations of the owner of the Apartment under this Agreement, (iv) have the Assumption of Alteration Agreement, in substantially the same form annexed as Exhibit B, executed by any successor-in-interest.

20. Work is of Shareholder's Sole Design. Shareholder recognizes that by granting consent to the Work, the Corporation does not express any opinion as to the design, feasibility or efficiency of the Work.

21. Miscellaneous. This Agreement may not be changed orally. This Agreement shall be binding on legal representatives, successors and authorized assigns. Captions are for the purposes of convenience of reference only and are not to be considered in interpreting this Agreement.

22. Shareholder's Breach and Corporation's Remedies. SHAREHOLDER'S FAILURE TO COMPLY WITH ANY OF THE PROVISIONS HEREOF SHALL BE DEEMED A BREACH OF THE PROVISIONS OF THE LEASE, PURSUANT TO WHICH THE CORPORATION'S CONSENT HAS BEEN GRANTED, IN ADDITION TO ALL OTHER RIGHTS, THE CORPORATION MAY ALSO SUSPEND THE WORK AND PREVENT WORKERS FROM ENTERING SHAREHOLDER'S APARTMENT FOR ANY PURPOSE OTHER THAN TO REMOVE THEIR EQUIPMENT. IN SUCH EVENT, THE CORPORATION MAY ALSO REVOKE PERMISSION FOR SHAREHOLDER TO UNDERTAKE THE WORK. ANY DEVIATION FROM THE WORK APPROVED IN THIS ALTERATION AGREEMENT SHALL VOID IN ITS ENTIRETY THE PERMISSION GRANTED HEREIN.

23. Permission. By executing this Agreement the Corporation is granting permission to the Shareholder to perform the Work pursuant to the Plans and this Agreement. This permission can be revoked at any time on written notice to the Shareholder as a result of Shareholder's or its agent's violation of the terms of this Agreement. The Corporation also agrees to perform its obligations under this Agreement.

Shareholder
200 East 36th Street Owner's Corp.

By: _____
John Czajkowski
Management Executive

Exhibit A

Shareholder's Contractor shall provide insurance of the types and in not less than the limits set forth below with a company or companies satisfactory to the Corporation, licensed to do business in the State of New York, and all such policies shall name the Corporation, the Shareholder and the Corporation's managing agent (the "Managing Agent") as additional named insureds. No diminution of limits of insurance will be permitted.

(i) WORKER'S COMPENSATION as required by all applicable Federal, State, or other laws including Employers Liability in accordance with the statutory requirements of the State of New York, together with Disability Benefits Insurance required by the State of New York.

(ii) COMPREHENSIVE GENERAL LIABILITY including Contractor's Liability and Blanket Contractual Liability (oral or written), all on an occurrence basis with Personal Injury Coverage, which shall include mental anguish as well as standard conditions, and Broad Form Property Damage, without any exclusion relating to Explosion, Collapse and Underground Property Damage.

The policy will contain the Broad Form Comprehensive General Liability endorsement in Paragraph 1 in such form; the exclusion pertaining to liability assumed by the Contractor under any contract or agreement (Section II paragraph B (1) is to be deleted). The Completed Operations Coverage is to extend for a period of one year following termination of the Work and Contractual Indemnity Coverage is also to extend for one year following termination of the Work. The policy is also to include (a) Owners Protective Liability Coverage, (b) Knowledge of Occurrence and Notice of Occurrence endorsements and (c) Unintentional Errors and Omissions clause. The policy shall also include coverage with respect to asbestos exposure if the Work involves any asbestos-containing material, and shall not include a sunset clause without the Corporation's consent.

\$1,000,000 BODILY INJURY & PROPERTY
DAMAGE* (combined single limit)

(iii) COMPREHENSIVE AUTOMOBILE LIABILITY, including non-ownership and hired car coverage, as well as owned vehicles:

\$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit)

\$3,000,000 UMBRELLA LIABILITY, BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE COMBINED**-Prior to the commencement of any work hereunder, detailed certificates of insurance shall be furnished to the Corporation showing that such insurance is in full force and the premiums due there under have been paid. Such certificates shall provide that the said insurance may not be canceled, terminated or modified without ten (10) days written advance notice thereof to the

Corporation. The Contractor shall promptly furnish the Corporation with copies of any endorsements subsequently issued amending insurance coverage or limits.

The Contractor's insurance policy shall also contain in substance the following endorsement:

“This insurance shall not be invalidated should the insured waive, in writing, prior to a loss, any or all right of recovery against any party for the loss occurring to the property described herein.”

Nothing in this Exhibit A shall constitute a waiver of or limitation of any other rights or remedies the Corporation may have for consequential damages or otherwise.



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](https://www.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 eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- 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.

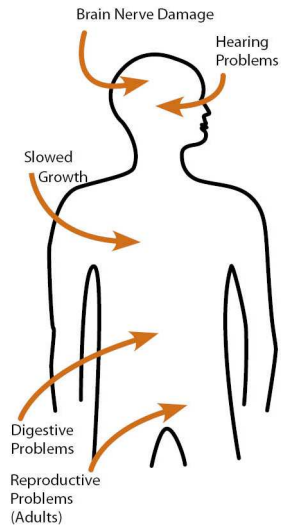
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

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 eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. 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](https://www.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/

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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).



ANSWERS TO THE MOST FREQUENTLY ASKED QUESTIONS ABOUT

COOPERATIVE AND CONDOMINIUM TAX ABATEMENT

Eligibility for the Abatement

1. Who is eligible for the abatement?

If you own a co-op or condo unit and use it as your primary residence, you are eligible. Units owned by sponsors, corporations, partnerships, or by persons who own more than three dwelling units in the development are ineligible. If you own 3 or fewer units and none of them are your primary residence, then none of the units are eligible for the abatement. Units used for non-residential purposes are also ineligible.

2. I am a new owner and received the letter, which was addressed to the prior owner. Am I eligible to receive the abatement?

New owners must complete and submit the Primary Residence Verification form that was mailed to your unit by July 22nd in order to receive the abatement. Please make sure that information in the New Owner Name section of the form is filled out.

3. My unit is owned by a revocable trust. Am I eligible for the abatement?

In June an amendment to the law passed making revocable and irrevocable trusts eligible if the unit is the primary residence of a designated beneficiary of the trust, trustee or the holder of a life estate.

4. I am a designated beneficiary of a unit owned by a trust, but I do not live there. The unit is the primary residence of my child. Does that qualify the unit for the abatement?

No, the unit must be the primary residence of at least one designated beneficiary, trustee or the holder of a life estate in order for the unit to be eligible.

5. Who can apply?

Your cooperative and condominium board of directors or managing agents must file a Cooperative/Condominium Property Tax Application on behalf of the entire development.

6. When do I receive the abatement for the current tax year?

Finance credits the abatement on the July 1st Property Tax Bill, which are available online at nyc.gov/finance. Condo owners will see their July bill online. For cooperative developments, the managing agent receives a listing of benefits for each unit. Cooperative owners should contact their managing agents for information on when and how the benefit will be managed.

Each building's board of directors applies the reduction to eligible residential units.

7. My managing agent applied a special assessment to our cooperative and kept the tax abatement. Are they allowed to do so?

The Cooperative/Condominium Property Tax Abatement must be credited to each eligible unit. However, if the managing agent made an assessment to offset expenses, the co-op board is within its rights to reduce, or partially offset, the tax abatement for an eligible unit.

8. Why is my abatement different from my next-door neighbor who has the same number of shares?

Cooperative/Condominium Property Tax Abatements are calculated by using the final taxable amount, which includes exemptions. If your neighbor has exemptions that reduce the final taxable amount of their property, their abatement amount will be lower than yours.

9. Should my parking space or storage room be calculated as a residential unit?

No, the abatement is for dwelling units only.

10. Can I, as a co-op shareholder, request a check directly from Department of Finance?

Abatements are applied towards the Property Tax Bill for the entire cooperative development. Checks are not issued from the Department of Finance to owners or to managing agents or boards of directors. The managing agents or boards of directors will credit units according to the development's by-laws.

11. Do I have to report the abatement on my taxes?

Income taxes are different for each individual. Income tax questions should be submitted to an accountant for clarification.

Application for the Abatement

1. When to apply?

Applications must be filed by cooperative and condominium board of directors or their managing agents by February 15th. The benefits will begin on July 1st of the same year.

2. What date should be used as the unit's status date when entering information on the application?

All information on the application must reflect the unit's status as of January 5th prior to the start of the tax year. This is known as the taxable status date. For example, if the application is for tax year 2014/2015 which starts on July 1, 2014, the taxable status date would be January 5, 2014.

3. Who is responsible for a new unit owner filing?

The managing agent or board of directors is responsible for sending new owner information to Finance by completing the Co-op Tax Benefit Change Form. You must notify your managing agent or board of directors after purchasing the unit and provide them with the: new owner name(s), social security number(s) and/or employer identification numbers, purchase date, purchase amount, number of shares, type of unit (residential, commercial or parking) and primary residence status for all owners.

For Legislative Changes in Benefit Amounts, Calculations, and Phase Outs

1. Has my benefit amount changed because of the amended law?

The benefit amounts have increased for many property owners. Before the law changed, the abatement amount was 17.5% of the property taxes for all properties with an Average Assessed Value of more than \$15,000 and 25% for properties with an Average Assessed Value of \$15,000 or less.

The new law has changed the Average Assessed Value thresholds and benefit amounts as follows:

Average Assessed Value of Residential Units	Benefit Amount Per Year		
	2012/2013	2013/2014	2014/2015
\$50,000 or less	25.0%	26.5%	28.1%
\$50,001 - \$55,000	22.5%	23.8%	25.2%
\$55,001 - \$60,000	20.0%	21.2%	22.5%
\$60,001 and above	17.5%	17.5%	17.5%

If you are receiving an increased amount for 2012/2013, you or your co-op board will receive a credit on your July 2013 Property Tax Bill for the increased abatement amount. If the amount has decreased due to a phase out, you or your co-op board will receive a charge on your 2013/2014 Property Tax Bills.

2. How is the Average Assessed Value calculated?

The law bases the benefit amount on the Average Assessed Value of the residential units in the development.

Condos: Total the assessed values of each residential unit, then divide that figure by the number of residential units.

Co-ops: Determine the percentage of total shares that are residential, and then multiply the total assessed value by that percentage to get to the total assessed value for all residential units. That figure is then divided by the number of residential units.

3. This is my primary residence. Why am I being phased out?

Finance sent multiple notices to owners, boards and managing agents explaining that primary residents should complete a Primary Residence Verification Form. If you did not submit a form, contact 311 and a form will be sent to you. The form must be postmarked by July 22nd for the abatement to be applied to the 2012/2013 tax year.

4. Will I receive a notice if I am not eligible for the abatement?

Finance sent multiple notices to individual co-op and condo units that are no longer eligible for the abatement or are being phased out of the abatement. The notices also explain what to do if the unit owner thinks our records are incorrect. We have notified co-op boards of changes to abatement status in the revised Co-op Tax Benefit Letter.

5. I received a notice that my Cooperative/Condominium Property Tax Abatement is being phased out. What happens next?

If you are a non-resident owner who received the abatement in 2011/2012, Finance continued to apply the abatement for your unit into tax year 2012/2013. The new changes in the law have made your unit ineligible for the abatement in 2012/2013 because it was not your primary residence on January 5, 2012.

The law allows for your abatement to be reduced in stages over two years before it is completely removed. You or your co-op board will receive a charge of 50% of what was credited for 2012/2013.

Here is how the phase out will work:

Tax Year	Phase Out Abatement Amount	Phase Out Abatement Example	How You or Your Co-op Board Will See This on Your Bill
2011/2012	Full abatement applied	Example: You received 17.5% in 2011/2012	"Co-op/Condo Abatement"
2012/2013	50% of the 2012/2013 abatement percentage received before the amendment	8.75% (50% of 2011/2012)	A "Finance-Abatement Reversal Charge 2012/13" will appear on each of your 2013/2014 Property Tax Bills, because before the law changed you were credited 17.5%
2013/2014	25% of the 2012/2013 abatement percentage you received before the abatement was amended	4.375% (25% of 2011/2012) 0%	A new abatement amount will appear on your 2013/2014 Property Tax Bills as "Co-op/Condo Abatement"
2014/2015	0%		Abatement will no longer appear on your Property Tax Bill.

For Property Tax Bill Questions

1. How do the changes to my abatement show on my Property Tax Bill?

The changes to the Co-op Condo Abatement law took effect as of July 1, 2012. These changes are reflected on your July 1, 2013 property tax bill as follows:

● Increased Abatement

- ◆ A full credit for 2012/13 appears on your bill as “Abatement Credit 2012/13.” The credit amount with a Due Date of 01/01/2013 reflects the credit for July 1, 2012 – Dec 31, 2012. The Abatement Credit amount with Due Date of 04/01/2013 reflects the credit for January 1, 2013 – June 30, 2013.

● Phase Out of Abatement

- ◆ The first of four reversal charges for 2012/2013 appears as “Finance-Abatement Reversal Charge 2012/13”. The Abatement Reversal Charge 2012/2013 (ABTR on your online account history) will appear on each of your 2013/214 Property Tax Bills.

2. What is the Abatement Reversal Charge (Account Type ABTR) on my Property Tax Bill? Why does the Abatement Reversal Charge (ABTR) appear four times on my Property Tax Bill?

The Abatement Reversal Charge reflects the difference between what Finance has already credited for 2012/2013 and the new, lower abatement as specified in the law. To avoid one large charge on your July 1, 2013 Property Tax Bill, Finance has spread this charge out over all of your 2013/2014 Property Tax Bills. That is why you see the charge appear again in the “Tax Year Charges Remaining” section of your bill.

3. What does the “Tax Year Charges Remaining” section mean?

This section, previously called “Charges You Can Pre-Pay”, shows the remaining taxes to be billed for the current tax year. Paying the “Total Tax Year Charges Remaining” amount will save you money.

4. The Credit Received line does not match the Abatement Credit line. Why?

The “Credit Received” line is the total of all credits received for that current bill. This line can include multiple items such as previous overpayments, refunds, etc. The Abatement Credit line is only for the Co-op/Condo Abatement.



INSTRUCTIONS FOR HOMEOWNER EXEMPTION APPLICATION

OVERVIEW

This application is for the following homeowner property tax exemption programs:

- Basic and Enhanced School Tax Relief (STAR)
- Senior Citizen Homeowners' Exemption (SCHE)
- Disabled Homeowners' Exemption (DHE)
- Veterans' Exemption (Basic, Combat and Disabled)

APPLICATION DEADLINE

The application deadline is March 15, 2014. If the deadline falls on a weekend or holiday, the application must be postmarked by the next business day. If eligible, benefits will begin July 1, 2014.

Please mail applications to:

NYC Department of Finance
P.O. Box 311
Maplewood, NJ 07040-0311

Faxes will not be accepted. Keep a copy of your completed application for your records.

IMPORTANT

Before mailing your application, please review the required documents checklist on page 4 to make sure that you have attached all of the required documentation. Failure to do so will delay the processing of your application.

SPECIFIC INSTRUCTIONS

SECTION 1 – PROPERTY INFORMATION

Give the complete address and the borough, block and lot number of the property for which you are seeking tax benefits and the date you purchased the property. The Borough, Block and Lot numbers for properties other than co-ops can be found on your Property Tax Bill and the Finance website at nyc.gov/finance.

Please indicate the type of residence by checking the appropriate box. If the property is a co-op, please provide the Unit number, the number of shares and the name and contact number of the management company/agent. If you checked 4+ family home, please provide the percentage of space used as your primary residence.

SECTION 2 – OWNER INFORMATION

This section must be completed for all owners of the property (each person on the deed or stock certificate). Information for all owners is required even if not all of the owners reside at the property. If there are more than two owners, use the Additional Owners Information and Certification form, which is part of this application packet.

Provide the name, date of birth and Social Security number for all owners on the deed or stock certificate. Social Security numbers must be included or Finance cannot process your application. If you are a foreign national, please provide your Individual Taxpayer Identification Number (ITIN).

Indicate if this is the primary residence for each owner.

Indicate if the owners are spouses or brothers/sisters by checking the appropriate box.

If there is a life estate on the property, then the owners of the life estate must complete the owner information section.

If the property is owned by a business, personal exemption will not be granted.

SECTION 3 – INCOME INFORMATION

If you are applying for the Basic STAR, Enhanced STAR, Senior Citizen and/or the Disabled Homeowners Exemption, you must provide proof of income for calendar year 2012 for all owners.

Owners who file a Federal Income Tax return must attach a complete copy of their 2012 return including all schedules and attachments for all owners.

Owners who are not required to file a tax return must indicate their name(s) on the application and attach copies of any income documentation, such as 2012 Social Security Benefits statements or 1099 forms.

If you are applying for a Senior Citizen or Disabled Homeowners exemption, attach documentation of any unreimbursed medical or prescription expenses. These expenses will be deducted from your income.

Income Thresholds: Basic and Enhanced STAR

Basic STAR - Total combined household income of \$500,000 or less for resident owners and resident spouses.

Enhanced STAR - Total combined household income of \$81,900 or less for all owners regardless of where they live and resident spouses.

Household income is defined as the Federal Adjusted Gross Income less the taxable amount of IRA distributions for all household members. Your Federal Adjusted Gross Income can be found as a line item on your 1040, 1040A or 1040EZ federal tax form.

Income Thresholds: Senior Citizens and Disabled Homeowners

Senior Citizens and Disabled Homeowners - Total combined income of \$37,400 or less for all the owners and their spouses regardless of where they live. Please note this is not your Federal Adjusted Gross Income.

Total combined income includes the following:

- All social security payments (taxable less non-taxable amount claimed)
- Salaries and wages (including bonuses)
- Interest (including nontaxable interest on state or local bonds)
- Ordinary dividends
- Net earnings from farming, rentals, business or profession (including amounts claimed as depreciation for income tax purposes)
- Income from estates or trusts
- Capital gains
- Gains from sales or exchanges
- Payments from governmental or private retirement or pension plans (taxable less non-taxable amount claimed)
- Annuity payments (excluding amounts representing a return of capital)
- Alimony or support money
- Unemployment insurance payments, disability payments, workers' compensation, etc.
- IRA distribution less the taxable amount claimed

Total combined income does not include:

- Supplemental security income
- Welfare payments
- Mortgage proceeds (but any interest or dividends realized from the investment of such proceeds are income)
- Gifts, inheritances or a return of capital
- Nazi persecution reparation payments
- Federal Foster Grandparent Program payments

Allowable deductions:

- Unreimbursed medical and prescription drug expenses. Do not submit any unpaid bills.

SECTION 4 – AGE VERIFICATION

If you are applying for a Senior Citizen Homeowners exemption or Enhanced STAR, you must provide a copy of a government-issued ID, such as a driver's license, passport or birth certificate. To be eligible for a senior exemption, all owners must be 65 by December 31, 2014 or the spouse or brother/sister of an owner who will be at least 65 by December 31, 2014.

SECTION 5 – DISABLED HOMEOWNERS

To be eligible for the Disabled Homeowner exemption, an owner must receive one of the following forms of disability-related financial assistance:

- Social Security Disability Insurance (SSDI)
- Supplemental Security Income (SSI) benefits
- Railroad Retirement Disability Benefits (RRDB)
- Disability pension from the US Postal Service

Indicate if any owner has a certificate from the State Commission for the Blind and Visually Handicapped stating that he/she is legally blind.

To receive the Disabled Homeowner exemption, you must submit a copy of one of the following required documents:

- 2012 award letter from Social Security Administration
- Award letter from the Railroad Board or U.S. Postal Service
- Certificate from the State Commission for the Blind or Visually Handicapped

If you only receive workman's compensation, you are not eligible for the Disabled Homeowner exemption.

SECTION 6 – VETERAN HOMEOWNERS (BASIC, COMBAT AND DISABLED EXEMPTIONS)

Indicate if any of the owners are veterans, the spouse or unremarried widow/widower of a veteran, or parents of a soldier killed in action. Veterans are former members of the United States armed forces or the Merchant Marines (during World War II) or recipients of expeditionary medals.

To receive a veteran exemption, you must provide a copy of the DD-214 or separation papers for each veteran.

Periods of conflict are:

- *World War I* April 6, 1917 - November 11, 1918
- *World War II* December 7, 1941 - December 31, 1946
- *Korean Conflict* ... June 27, 1950 - January 31, 1955
- *Vietnam War* February 28, 1961 - May 7, 1975
- *Persian Gulf War* . Beginning August 2, 1990

"Combat zone" refers to a location of active combat, such as Vietnam during the Vietnam War. Veterans who served during a period of conflict but who were stationed in non-combat areas (for example, a soldier who was in the service during the Vietnam War dates but who was not stationed in Vietnam or another combat area) should check "No" to the combat zone question. If you checked yes, indicate the combat zone in which the veteran served.

If the veteran is disabled, according to the Veterans' Administration designation, you may be eligible for a disabled veteran exemption. Submit a copy of a Veterans Administration letter for the veteran that indicates the disability rating. You can obtain your disability rating from the US Department of Veterans Affairs by calling 1-800-827-1000.

SECTION 8 – SIGNATURES AND CERTIFICATIONS

All owners must sign and date the application whether or not they reside at the property.

Please provide a phone number and email address where we can contact you if we have questions about your application.

REQUIRED DOCUMENTS CHECKLIST

Find the exemptions you are applying for and look down the column to see what you are required to submit with this application. If you do not submit the required documents you will delay processing and may be denied the exemption.

REQUIRED DOCUMENTS	Basic STAR	Enhanced STAR	Senior Citizen Home Owner (SCHE)	Disabled Home Owner (DHE)	Veteran
PROOF OF AGE Copy of a Government-issued ID (Driver's License, Passport or birth certificate).		✓	✓		
PROOF OF INCOME Copies of 2012 federal tax returns and schedules/attachments for all owners. If any owners do not file a tax return, proof of 2012 earnings (Social Security, 1099 forms, W-2)	✓	✓	✓	✓	
PROOF OF DEDUCTIONS Copies of receipts for unreimbursed medical or prescription expenses			✓	✓	
PROOF OF DISABILITY One of the following for an owner: <ul style="list-style-type: none"> • Copy of the award letter from the Social Security Administration • Copy of the award letter from the Railroad Board or the U.S. Postal Service • Copy of a certificate from the State Commission for the Blind and Visually Handicapped 				✓	
PROOF OF VETERAN <ul style="list-style-type: none"> • Copy of DD-214 or separation papers for each veteran 					✓
PROOF OF DISABLED VETERAN <ul style="list-style-type: none"> • For each disabled veteran, copy of Veteran's Administration letter documenting the disability rating 					✓

**EXEMPTION APPLICATION FOR HOMEOWNERS****2014/15**

This application is for your New York City primary residence.

Please read the instructions before you fill it out. If you have questions, contact 311 or email personalexemptions@finance.nyc.gov.**Applications with all required attachments must be postmarked by March 15, 2014 to be eligible for the 2014/15 tax year.****If the deadline falls on a weekend or holiday, the application must be postmarked by the next business day.**

Please check the box of each exemption you are requesting and complete the corresponding sections:

Basic STAR ☐

Sections 1, 2, 3 & 7

Enhanced STAR ☐

Sections 1, 2, 3, 4 & 7

Senior ☐

Sections 1, 2, 3, 4 & 7

Disabled ☐

Sections 1, 2, 3, 5 & 7

Veteran ☐

Sections 1, 2, 6 & 7

SECTION 1 - PROPERTY INFORMATION

Address: _____
HOUSE NUMBER STREET NAME APARTMENT NUMBER

_____ Block: _____ Lot: _____
BOROUGH ZIP CODE YOUR PROPERTY'S BLOCK AND LOT CAN BE FOUND AT nyc.gov/finance

Date you purchased the property:

MM DD YYYY

Type of Residence:

- ☐ 1-, 2-, 3-family dwelling ☐ 4+ family dwelling and the percent of space used for primary residence: _____%
- ☐ Condominium Unit ☐ Cooperative - Unit # _____ Number of shares: _____

Co-op Management Company: _____ Phone # _____
CONTACT NAME COMPANY

SECTION 2 - OWNER INFORMATION

if there are more than two owners, please complete page 3 of the application.

Owner #1: _____ Date of Birth: _____
FIRST NAME LAST NAME MM DD YYYY

Social Security #: _____ Is this Owner #1's Primary Residence? ☐ YES ☐ NO

Owner #2: _____ Date of Birth: _____
FIRST NAME LAST NAME MM DD YYYY

Social Security #: _____ Is this Owner #2's Primary Residence? ☐ YES ☐ NO

Are owners #1 and #2 married or brothers/sisters? ☐ YES ☐ NOIs there a Life Estate on this property? ☐ YES ☐ NO If yes, name of person with life estate: _____**SECTION 3 - INCOME INFORMATION**I attached copies of the 2012 federal tax return and schedules for **all** owners and spouses. ☐ YES ☐ NO

If NO, I certify that I am not required to file and I have attached proof of 2012 earnings
(Social Security, 1099 forms, W-2). ☐ YES

Name of owner not required to file tax forms: _____

Senior Citizen and Disabled Homeowners: Please attach documentation for any unreimbursed medical or prescription expenses for 2012.

SECTION 4 - AGE VERIFICATION

I included a copy of a government-issued ID for all owners who will be 65 or older by December 31, 2014. ☐ **YES**

SECTION 5 - DISABLED HOMEOWNERS

	YES	NO
Do any of the owners or their spouses receive disability income, such as: Social Security Disability Insurance, Supplemental Security Income, Railroad Retirement Disability Benefits or a Disability Pension?		
If yes, submit a copy of one of the following required documents:		
<input type="checkbox"/> Social Security Administration award letter		
<input type="checkbox"/> Railroad Retirement Board or the U.S. Postal Service award letter		
<input type="checkbox"/> State Commission for the Blind and Visually Handicapped certificate		

SECTION 6 - VETERAN HOMEOWNERS

	YES	NO	If YES, list years of service. Ex: 1965 - 1972
Are any of the owners a veteran who served during a period of conflict?			
Are any of the owners a spouse or unremarried widow/er of a veteran or a parent of a soldier killed in action?			
	YES	NO	Combat Zone or Theater
Did the veteran serve in a combat zone or theater? If yes, where?			
Was the veteran disabled in the line of duty? If yes, submit a copy of a letter from the VA documenting the disability rating for each veteran.			
If yes to any of the above, submit a copy of the DD-214 or separation papers for each veteran.			

SECTION 7 - CERTIFICATION AND CONTACT INFORMATION

By signing below, I certify that all statements made on this application are true and correct to the best of my knowledge and that I have made no willful false statements of material fact. I understand that this information is subjected to audit and should Finance determine that I made false statements, I will be disqualified from future exemptions and will be responsible for all applicable taxes due, accrued interest, and the maximum penalty allowable by law.

ALL OWNERS MUST SIGN AND DATE THIS APPLICATION, WHETHER THEY RESIDE ON THE PROPERTY OR NOT.

If there are more than two owners, please complete the Additional Owners' Sheet on page 3.

OWNER #1
SIGNATURE: _____ DATE: _____

OWNER #2
SIGNATURE: _____ DATE: _____

How can we contact you?

PHONE NUMBER

EMAIL

MAILING INFORMATION

Mail this completed application and ALL REQUIRED DOCUMENTATION to:

**NYC Department of Finance
P.O. Box 311
Maplewood, NJ 07040-0311**

PRIVACY ACT NOTIFICATION - Under the Federal Privacy Act of 1974, if we ask you to give us your social security number, we must tell you whether or not you are obligated to provide us with the social security number, our legal right to ask you for the information, and how we plan to use it. You must list your taxpayer identification number (SSN, ITIN or EIN) in order to apply for an exemption from real property taxes. We are asking this information to make sure that our records are accurate, and that you have submitted accurate information. Our legal right to require this information is contained in Section 1-102.1 of the Administrative Code. This authorizes the Department of Finance to require any person to provide a taxpayer identification number so that we may administer and collect taxes.

ADDITIONAL OWNERS INFORMATION AND CERTIFICATION

INSTRUCTIONS: If the property is owned by more than two owners, please add each additional owner below, sign and date and mail this sheet along with your completed application.

ADDITIONAL OWNER(S) INFORMATION

If there are more than six (6) owners, please copy this sheet and complete as required.

Owner #3:

 FIRST NAME LAST NAME
 Date of Birth: Social Security #:
 MM DD YYYY

Is this Owner #3's Primary Residence? ☐ YES ☐ NO

Relationship to other owners: _____

Owner #4:

 FIRST NAME LAST NAME
 Date of Birth: Social Security #:
 MM DD YYYY

Is this Owner #3's Primary Residence? ☐ YES ☐ NO

Relationship to other owners: _____

Owner #5:

 FIRST NAME LAST NAME
 Date of Birth: Social Security #:
 MM DD YYYY

Is this Owner #3's Primary Residence? ☐ YES ☐ NO

Relationship to other owners: _____

Owner #6:

 FIRST NAME LAST NAME
 Date of Birth: Social Security #:
 MM DD YYYY

Is this Owner #3's Primary Residence? ☐ YES ☐ NO

Relationship to other owners: _____

ADDITIONAL OWNER(S) SIGNATURES - CERTIFICATION

ALL OWNERS MUST SIGN AND DATE THIS APPLICATION, WHETHER THEY RESIDE ON THE PROPERTY OR NOT

By signing below, I certify that all statements made on this application are true and correct to the best of my knowledge and that I have made no willful false statements of material fact. I understand that this information is subjected to audit and should Finance determine that I do not qualify for tax exemption, I will be disqualified from future exemptions and will be responsible for all applicable taxes due, accrued interest, and the maximum penalty allowable by law.

 OWNER #3 SIGNATURE

 DATE

 OWNER #4 SIGNATURE

 DATE

 OWNER #5 SIGNATURE

 DATE

 OWNER #6 SIGNATURE

 DATE