



PROUDLY SERVING THE REAL ESTATE COMMUNITY FOR OVER 50 YEARS

791 PARK AVENUE CORPORATION
PURCHASE APPLICATION

Purchase Application Package:

Completed Purchase Application
Completed Financial Statement
Contract of Sale
Past two (2) years Federal Tax Return
Copies of Bank Statements verifying information in application
Business (Employer) Verification Letter (stating salary + length of employment)
Three (3) Three Pay Stubs
Landlord Reference Letter
Four (4) Personal Reference Letters
Two (2) Financial Reference Letters
Credit Application
Tenant Data Verification Co. Release
Coop Tax Abatement Refund Acknowledgement
Acknowledgement of Governing Documents
Window Guard Form
Lead Paint Disclosure Form
Damage Responsibility Agreement
Shareholder Gym Usage Waiver
Kroll Application
Lien and Judgment Search

At Closing:

Evidence of Homeowners Insurance
Bedbug History Disclosure Form

For Your Information:

Moving Policy
Gym Rules – Trainer Waiver
Bedbug Q & A
Estate Requirements

IF FINANCING:

Copy of the Loan Application

Limited to 50% of the purchase price

Bank Commitment and Aztech Recognition Agreement

Flip Tax: 2% of purchase price made payable to 791 Park Avenue Corporation at closing

FEES: Certified Check or Money Order Only (Non-Refundable)

\$350.00 application fee made payable to Midboro Management, Inc.

\$110.00 per applicant credit check fee made payable to Midboro Management, Inc.

\$1,950.00 per applicant - check to 791 Park Avenue Corporation – Kroll background check.

***Kroll cost subject to change

7 copies of above plus original must be in a binder with tabs collated in 8 full sets

(Please remove social security number for all packages except original.)

Upon Board approval, please schedule closing with Kimberly McDowell of Midboro Management at (212) 877-8500 ext. 232.

Applicant: _____ SS# _____

Applicant: _____ SS# _____



Today's Date _____

791 Park Avenue Corporation - Purchase Application

BASIC INFORMATION

Cooperative Name _____	Number of Shares _____
Apartment Address _____	Apartment # _____
Purchase Price _____	
Proposed Closing Date _____	Monthly Maintenance _____
Requested Move in Date: _____	
Managing Agent _____	Telephone _____
Address _____	Email _____

SELLER'S INFORMATION

Seller(s) _____		
Present Address _____		
Home Telephone _____	Office Telephone _____	Cell Telephone _____
Seller's Attorney _____		Firm _____
Firm Address _____		Email _____
Office Telephone _____	Cell Telephone _____	Facsimile _____

SELLER'S BROKER

Seller's Broker _____	Email _____
Office Telephone _____	Cell Telephone _____
	Facsimile _____

APPLICANT'S INFORMATION

Applicant(s) _____		
Present Address _____		
Home Telephone _____	Office Telephone _____	Cell Telephone _____
Email _____	Facsimile _____	
Amount of Financing _____	Deposit on Contract _____	

APPLICANT'S INFORMATION *Continued*

Applicant's Attorney	_____	Firm	_____	
Firm Address	_____	Email	_____	
Office Telephone	_____	Cell Telephone	_____	Facsimile _____
Name(s) Cooperative Stock would be held in (and type of joint ownership) [e.g. tenants in common, joint tenants with rights of survivorship, or tenants by the entirety] _____				
Mortgage Lender _____				
Attorney for Lender	_____	Email	_____	
Office Telephone	_____	Cell Telephone	_____	Facsimile _____

APPLICANT'S BROKER

Applicant's Broker	_____	Email	_____	
Office Telephone	_____	Cell Telephone	_____	Facsimile _____

PERSONAL INFORMATION REGARDING APPLICANT(S)

	<u>Applicant</u>	<u>Co-Applicant</u>
Name:	_____	_____
Residence Address:	_____	_____
Dates of Residence:	From: ____/____/____ To: ____/____/____	From: ____/____/____ To: ____/____/____
Prior Address: <i>(If less than 5 years at present address)</i>	_____	_____
Dates of Residence:	From: ____/____/____ To: ____/____/____	From: ____/____/____ To: ____/____/____
Employment Status:	Full-time Part-time Unemployed	Full-time Part-time Unemployed
	Retired Student	Retired Student
Are you self-employed?	Yes No	Yes No
Current Employer:	_____	_____
Employer Address:	_____	_____
Period of Employment:	From: ____/____/____ To: ____/____/____	From: ____/____/____ To: ____/____/____
Years in Line of Work:	_____	_____
Supervisor's Name:	_____	_____
Business Telephone:	_____	_____
Prior Employer: <i>(If less than 3 years in current job)</i>	_____	_____
Prior Employer Address:	_____	_____
Period of Employment:	_____	_____
Prior Supervisor's Name:	_____	_____
Business Telephone:	_____	_____
Income Estimate this year:	_____	_____
Actual Income last year:	_____	_____
Educational Background:	_____	_____

ADDITIONAL INFORMATION REGARDING APPLICANT(S)

Name(s) of all persons who will reside in the apartment, ages and relationships to applicants

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

Names of anyone in the building known to applicants

Are any pets to be maintained in the apartment? If yes, note number and kind.

Names of organizations to which applicants belongs (clubs, societies, board memberships, etc.) and year joined

Will occupancy be: Full-time Part Time

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

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

If yes, please describe the plans:

Address of any additional residences owned or leased by applicant:

Is this your first time purchasing a coop? Yes No

If no, where else have you owned before:

APPLICANT'S HOUSING HISTORY

Current Landlord

Landlord Telephone Number

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

Prior Landlord Telephone Number

Reason for Moving

Landlord's Address

Current Rent

Dates of Occupancy

Prior Landlord's Address

Prior Rent

Dates of Occupancy

BUSINESS AND PROFESSIONAL REFERENCES

Applicant

Co-Applicant

1. Name: _____

Address: _____

2. Name: _____

Address: _____

PERSONAL REFERENCES

Applicant

Co-Applicant

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

FINANCIAL REFERENCES

Applicant

Co-Applicant

1. Bank Name:	_____	_____
Address:	_____	_____
Account #:	_____	_____
Type:	Checking Savings Loan	Checking Savings Loan
2. Bank Name:	_____	_____
Address:	_____	_____
Account #:	_____	_____
Type:	Checking Savings Loan	Checking Savings Loan
3. Stock Broker or CPA:	_____	_____
Firm:	_____	_____
Address:	_____	_____
Phone:	_____	_____
Fax:	_____	_____
Email:	_____	_____
Account #:	_____	_____

DECLARATIONS

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

If yes, please describe: _____

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

Applicant: Date: _____ Date: _____

Co-Applicant: _____ Date: _____



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

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

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

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

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

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

Financial Statement

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__

*** Note: You may reference supporting documents on the Financial Statement or attach any relevant outside documentation.

ASSETS			LIABILITIES		
	Applicant	Co-Applicant		Applicant	Co-Applicant
Cash in banks (Schedule A)			Notes Payable (Schedule E)		
Money Market Funds			To Banks		
Contract Deposit			To Relatives		
Investments: Stocks and Bonds (Schedule B)			To Others		
Investments in Own Business			Installment Accounts Payable:		
Accounts and Notes Receivable			Automobile		
Real Estate Owned (Schedule C)			Other		
Automobiles:			Other Accounts Payable		
Year			Mortgages Payable on Real Estate (Schedule F)		
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 (Schedule G)		
KEOGH			TOTAL LIABILITIES	\$0.00	\$0.00
Profit Sharing/ Pension Plan			NET WORTH	\$0.00	\$0.00
Other Assets (Schedule D)					
TOTAL ASSETS	\$0.00	\$0.00			
COMBINED ASSETS		\$0.00	COMBINED LIABILITIES		\$0.00

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 (Schedule H)			Other:		
TOTAL	\$0.00	\$0.00	TOTAL	\$0.00	\$0.00
			COMBINED TOTAL		\$0.00

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?	
			Are there any unsatisfied judgments?	
			Have you ever declared bankruptcy? Explain:	

Itemized Schedules

Please include verification statements and proof of liquid assets as required on the Checklist.

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 _____ Date _____
Applicant

X _____ Date _____
Co- Applicant

CREDIT CHECK APPLICATION

Applicant Name _____

Soc. Sec. # _____ Date of Birth _____ Tel. # _____

Present Address _____ Zip _____
street city state

Landlord Name _____ Tel. # _____

Landlord Address _____

How Long At Present Address? _____ Rent Amount _____

Employer _____ Tel. # _____

Address _____ Person To Verify _____

Salary _____ How Long _____ Position _____

Co-Applicants Name _____

Soc. Sec. # _____ Date of Birth _____ Tel. # _____

Present Address _____ Zip _____
street city state

Landlord Name _____ Tel. # _____

Landlord Address _____

How Long At Present Address? _____ Rent Amount _____

Employer _____ Tel. # _____

Address _____ Person To Verify _____

Salary _____ How Long _____ Position _____

The undersigned certifies that the foregoing is true and hereby authorizes Midboro Management, Inc. to obtain a consumer credit report, DMV report, landlord/tenant court report, criminal report and verify all references listed above. In addition, the undersigned releases all parties to provide such information as requested by Midboro Management, Inc. pertaining to this application.

Applicants Signature

Date

Co-Applicants Signature

Date

SHAREHOLDER DATA VERIFICATION CO.
RELEASE OF INFORMATION AUTHORIZATION

Authorization to obtain criminal, credit/litigation report

In order to comply with the provision of Section 6.06 (A) of the Federal Fair Credit Reporting Act, I hereby authorize any individual, company or institution to release to Midboro Management, Inc. and/or its representative any and all information that they have concerning any criminal credit/litigation activity.

I hereby release the individual, company or institution and all individuals connected therewith from all liability for any damage whatsoever incurred in furnishing such information.

Print Name

Date of Birth

Signature

Social Security #

Print Name

Date of Birth

Signature

Social Security #

Address

City

State, Zip

COOP TAX ABATEMENT REFUND-CREDIT LETTER

We, the undersigned seller(s) and purchaser(s) of cooperative unit # _____ (the “unit”) in the building located at _____, New York, New York, hereby represent and warrant that: 1) We recognize that a real estate tax abatement/refund/credit with regard to the unit for the current municipal tax year may be issued by the New York City Department of Finance subsequent to the date hereof, 2) We have made our own arrangements for any adjustment between us, or we have waived the same, with regard to any such abatement/refund/credit, and 3) We hereby release _____ and Midboro Management, Inc. from any responsibility and liability with regard hereto.

Seller

Seller

Purchaser

Purchaser

Date

ACKNOWLEDGEMENT

The undersigned hereby submits this Application to purchase _____ (*number of shares*) shares of stock in 791 Park Avenue Corporation and to become the lessee pursuant to the Proprietary Lease for Apartment _____ (*number of apartment*) in the Corporation's building located at 791 Park Avenue, New York, NY 10021. [We/I] hereby acknowledge [our/my] understanding of the following:

1. Pursuant to authority granted in the Proprietary Lease and By-Laws of the Corporation, the Board of Directors will utilize this Application to obtain background information regarding proposed purchasers of this Corporation's Stock.
2. The Board of Directors may require additional information and will require that the applicant(s) appear for a personal interview.
3. The proposed purchase cannot be consummated without the Board's consent.
4. [We/I] have read the Proprietary Lease and House Rules which govern the occupancy of the Apartment and which would govern the occupancy by the applicant and [we/I] agree to be bound by them if this Application is accepted and [we/I] acquire the Stock.
5. In no event will the Corporation, the Board of Directors or its agents be responsible for any liabilities or expenses incurred by an applicant whose application is disapproved.
6. While the Board of Directors will attempt to promptly review all applications, the Corporation, the Board of Directors and its agents assume no responsibility for expenses or liabilities resulting from any delay in its review.
7. Falsification of any of the enclosed information, or omission of material information herefrom, may result, without limitation, in revocation of the Board of Directors' approval and termination of the applicant's Proprietary Lease.

The undersigned hereby authorize(s) the Board of Directors to contact any of the employers, banks, landlords, educational institutions, references, etc. described herein in order to elicit information bearing upon this Application.

The undersigned hereby makes this Application to purchase shares of stock in the Corporation and the Proprietary Lease for the Apartment described above.

The undersigned acknowledges that, if this Application is accepted, the undersigned will not, without the prior written consent of the Board of Directors: pledge the shares of the Corporation's Stock; make structural alterations to the Apartment; sublease the Apartment; permit nonfamily members to reside in the Apartment for more than one month; use the apartment for other than residential purposes; or violate any provision of the Proprietary Lease, House Rules, or By-Laws. The undersigned acknowledges that the undersigned is acquiring the Apartment in an "as is" condition and that the applicant is responsible for all repairs to the Apartment.

The undersigned confirms the accuracy of all of the information contained herein.

Applicants Name

Applicants Signature

Date

Co-Applicants Name

Co-Applicants Signature

Date

To: Shareholder

From: Landlord

ANNUAL NOTICE

PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

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

<p>Peeling Lead Paint By law, your landlord is required to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child under 6 years of age (5 years or younger) lives with you.</p> <ul style="list-style-type: none"> • You must notify your Landlord in writing if a child under 6 comes to live with you during the year. • If a child under 6 lives with you, your landlord must inspect your apartment and provide you with the results of these paint inspections. • Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards. • Always report peeling paint to your landlord. Call 311 if your Landlord does not respond. 	<p>Window Guards By law, your landlord is required to install window guards in all your windows if a child under 11 years of age (10 years or younger) lives with you, OR if you request them (even if no children live with you).</p> <ul style="list-style-type: none"> • It is against the law for you to interfere with installation, or remove window guards where they are required. • Air conditioners in windows must be permanently installed. • Window guards must be installed so there is no space greater than 4.5 inches above or below the guard, on the side of the guard, or between the bars. • ONLY windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement.
<p>These requirements apply to buildings with 3 or more apartments built before 1960. They also apply to buildings built between 1960 and 1978 if the landlord knows that lead paint is present.</p>	<p>These requirements apply to all buildings with 3 or more apartments, regardless of when they were built.</p>

Please check all boxes that apply:

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

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

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

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint chips and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, Lessors must disclose the presence of known lead-based paint and/or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor'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.

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

(b) Records and reports available to the Lessor (check (i) or (ii) below):

(i) ____ Lessor has provided the Lessee with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

Lessee's Acknowledgement (initial)

(c) ____ Lessee has no reports or records pertaining to lead-based paint and/or lead-based paint hazards.

(d) ____ Lessee has received the pamphlet "Protect Your Family from Lead in Your Home."

Agent's Acknowledgement (initial)

(e) ____ Agent has informed Lessor of the Lessor's obligations under 42 USC 4852d 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.

Lessor Date Lessor Date

Lessee Date Lessee Date

Agent Date Agent Date

DAMAGE RESPONSIBILITY AGREEMENT

I hereby agree to accept all responsibility for payment of any damage incurred to the elevators of public and/or public areas of 791 Park Avenue during my move in/out of the building.

Signature _____ Date _____

Signature _____ Date _____

SHAREHOLDER WAIVER FORM - 791 PARK AVENUE FITNESS ROOM

TO: THE BOARD OF DIRECTORS

I am the shareholder of the apartment identified below. I have received a copy of the rules and regulations of the Fitness Room of 791 Park Avenue, which are now in effect. I agree to comply, and to cause my minor family members to comply with such rules.

I agree and acknowledge that I will be solely responsible for my own safety and for the supervision of any minor children, if any. I agree and acknowledge that the use of these facilities is entirely at our own risk.

The undersigned, personally, and on behalf of any minor children in my care, if any, hereby waives, to the fullest extent permitted by law any and all claims which such children and I may have against the Corporation and the Board of Directors arising out of the use of the facilities, including, but not limited to, any claims for damages arising from injuries sustained in, on or about the Fitness Club premises.

Apt. # _____

Date: _____

Name (please sign clearly): _____

Name (please sign clearly): _____

Parental Consent (for those children under the age of 18 years)

Parent Name (printed)

Parent Signature

Minor's Name (printed):

Minor's Signature



**DISCLOSURE AND AUTHORIZATION TO OBTAIN INFORMATION FOR A
NON-EMPLOYMENT PURPOSE**

I, _____, hereby authorize Kroll Associates, Inc. ("Kroll") and/or its agents, on behalf of _____ ("Kroll's Client"), to obtain and provide to Kroll's Client any and all information about my background in connection with a specific business, investment or other commercial purpose. This authorization for release of information includes, but is not limited to, matters of opinion relating to my character, ability, reputation and past conduct. Such information may also relate to my mode of living, and include employment and education verifications, as well as personal references and interviews, my driving history (including any traffic citations), a social security number trace, present and former addresses, criminal and civil history/records and, any other public record. I voluntarily waive all recourse and release Kroll from liability for the collection and use of my information as contemplated hereunder.

I authorize and request all persons, schools, business entities, governmental agencies, law enforcement agencies and any other firms that may have information relevant to the above to disclose and release the same to Kroll without restrictions or qualifications. I voluntarily waive all recourse and release them from liability for complying with this authorization.

Signature Date

IDENTIFYING INFORMATION

Last Name First Name Middle

Other Names Used (Including names in local language characters, if appropriate)

Current Address: _____
Street/PO Box City State Zip Code Country Dates

Former Address: _____
Street/PO Box City State Zip Code Country Dates

Daytime Phone Number: _____

Email Address: _____

Driver's License Number: _____ State of Issuance: _____

Date of Birth: _____ Gender: _____

(Kroll Continued)

Please list college and post college degrees, plus years graduated:

Undergraduate Institution: _____

Degree Earned: _____

Graduate Institution: _____

Graduate Degree Earned: _____

Please list any professional licenses (CFP, CPA, CFA, etc) that you have obtained: _____

Current Employer Name: _____

Street Address: _____

City/County: _____

Dates of Employment: _____
[Month/Year to Month/Year]

Former Employer Name: _____

Street Address: _____

City/County: _____

Dates of Employment: _____
[Month/Year to Month/Year]

Former Employer Name: _____

Street Address: _____

City/County: _____

Dates of Employment: _____
[Month/Year to Month/Year]

**NOTICE TO SHAREHOLDER
DISCLOSURE OF BEDBUG INFESTATION HISTORY**

Pursuant to the NYC Housing Maintenance Code, and owner/managing agent of residential property shall furnish to each shareholder signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Name of Shareholder(s): _____

Subject Premises: _____

Apartment Number: _____

Date of Vacancy Lease: _____

BEDBUG INFESTATION HISTORY
(Only boxes checked apply)

- There is no history of any bedbug infestation within the past year in the building or in any apartments.
- During the past year the building has a bedbug infestation history that has been the subject of eradication measures. The location of the infestation has been on _____ floors(s).
- During the past year the building had a bedbug infestation history on the _____ floor(s) and it has not been the subject of eradication measures.
- During the past year the apartment has a bedbug infestation history and eradication measures were employed.
- During the past year the apartment has a bedbug infestation history and eradication measures were not employed.
- Other: _____

Signature of Shareholder(s): _____ Date _____

Signature of Owner/Agent: _____ Date _____

MOVING IN/OUT

An excerpt from the 791 Park Avenue Corporation Owner's Handbook

A Shareholder moving in or out of the Building must request approval from the Managing Agent at least 7 days in advance of the scheduled move date. In addition, the superintendent must be contacted 48 hours before the move; failure to do so could result in a service elevator not being available to you. **UNDER NO CIRCUMSTANCES WILL PASSENGER ELEVATORS BE USED FOR MOVING IN OR OUT.** The mover must provide proof of insurance to the Managing Agent and superintendent.

Approval to move will be limited to the hours of 9:00AM to 4:30PM, Monday through Friday. For those unable to move during these hours, special requests will be considered on a case-by-case basis.

When moving in or out, a Shareholder will be held responsible for any damage done to the Building including, but not limited to, the elevator and public areas (i.e. basement, hallways, etc.) An inspection of all areas involved will be made by the superintendent before and after the move.

A Shareholder moving out will be required to submit a damage deposit of \$500 to the Managing Agent two business days or 48 hours before the move. The total amount will be refundable at the completion of the move, provided there has been no damage to the Building. In the event of any damages arising from the move, the damage deposit will be applied and you will be billed for any additional costs of repair. The damage deposit does not, however, limit the Shareholder's liability to \$500 if more damage occurs. For those moving into the Building, damage charges, where applicable, will be included with the next maintenance bill.

All excess trash created by the move must be brought to the basement. In no case should trash be left in the hallway.

GYM RULES AND REGULATIONS **791 PARK AVENUE FITNESS ROOM**

The following rules have been adopted by the Board of Directors of 791 Park Avenue Corporation to govern the operation of the fitness room effective September 20, 1995 and are in effect until repealed, amended or otherwise modified by the Board. Please note that use of the facility and the equipment in it are at the risk of user. No one should use the equipment without being medically competent to do so.

1. Prior to using the fitness room, every shareholder (and family member) must submit a properly executed waiver and release to the Superintendent. [Copies of the waiver are in the drawers under the clock on the blue wall.]
2. Shareholders and their children may use the fitness room subject to the following restrictions:
 - Children must be 13 years old to enter the facility
 - Children between the ages of 13 and 15 must have adult supervision
 - Children under the age of 18 may not use the gym during “high volume” times, which are deemed to be 7:00 a.m. to 9:00 a.m. on weekdays and weekends
 - Children residing in New York City, but not with the shareholder, are not permitted to use the fitness room.
3. Professional trainers hired by shareholders are permitted to train in the fitness room provided that trainer has submitted a properly executed waiver and release to the Superintendent. [Copies are in drawers by the clock on the blue wall.]
4. The fitness room will be open 24 hours per day, subject to such temporary closings as the Board and/or Superintendent may deem necessary.
5. If others are waiting for a particular machine, there will be a 30-minute time limit on the use of that machine.
6. Each user should clean equipment that he or she has used during the workout. Either bring a towel or use the wipe cloths found next to the water cooler.
7. Headphones must be used with any personal music players used in the facility. The wall mounted TVs should be played mute except with the consent of others using the facility. The choice of program on a particular TV will be given to the person who is at the facility first.
8. All persons are responsible for returning equipment to its proper location. No personal belongings should be left overnight and no equipment may be removed from the fitness room.

9. No food or drink (except water) is permitted in the fitness room.
10. Pets are not permitted in the fitness room.
11. Smoking is not permitted in the fitness room.
12. The use of cell phones (including Blackberries) is strictly prohibited in the fitness room.
13. Each user must wear rubber-soled athletic shoes and proper workout clothing when using the facility.

The 791 Gym Committee welcomes your comments and suggestions about our fitness room: its equipment, rules governing use and facility maintenance. Please feel free to submit any questions or suggestions to Virginia Decker (15A at vadecolkeith@aol.com) chair of the Committee, Janet Ginsberg (14A) or Mark Spitzer (8B).

PERSONAL TRAINER WAIVER

To the Tenant Shareholders of
791 Park Avenue Corporation
791 Park Avenue

Dear Neighbors:

Please be advised that any shareholder choosing to use a personal trainer must insure that their trainer meets the building requirements in order to properly protect both the shareholder and the corporation from a tremendous insurance liability.

First and foremost, the trainer should carry current personal liability insurance with at least \$1,000,000 in coverage, per person, per claim. Please note that the Corporation, 791 Park Avenue Corporation, and Midboro Management, Inc. must be included as additional insured for at least \$1,000,000 per person, per claim.

As we have been advised that some trainers do not carry insurance to this extent, the building will consider, on a case-by-case basis, alternatives. At a minimum, the personal trainer should execute the attached waiver and provide proof of updated Cardio Pulmonary Resuscitation (CPR) certification, along with proof of a nationally recognized certification from any one of the following organizations:

- American Council on Exercise (ACE)
- Aerobics and Fitness Association of America (AFAA)
- American College of Sports Medicine (ACSM)
- National Strength and Conditioning Association (NSCA)
- B.A., M.A. in Exercise Science, Exercise Physiology or Exercise Kinesiology

WE WISH TO REMIND ALL SHAREHOLDERS THAT WHILE THIS MAY PROVE TO BE AN INCONVENIENCE, THESE PROTECTIONS ARE IN PLACE FOR YOUR BENEFIT. IN THE EVENT THAT EITHER YOU OR YOUR TRAINER IS INJURED WHILE IN THE FITNESS ROOM, THE POSSIBILITY EXISTS THAT YOU OR THE CORPORATION CAN BE SUED DIRECTLY BY THE INJURED PARTY.

We do thank you for your anticipated cooperation but regret any inconvenience experienced by the necessity of meeting these criteria.

Very truly yours,

**791 PARK AVENUE CORPORATION
BOARD OF DIRECTORS**

PERSONAL TRAINER WAIVER - 791 PARK AVENUE FITNESS ROOM

I HEREBY REQUEST PERMISSION TO USE THE FITNESS ROOM AT 791 PARK AVENUE AS PERSONAL TRAINER FOR THE SHAREHOLDER REFERENCED BELOW. I UNDERSTAND THAT MY PRESENCE IN THE FITNESS ROOM AND MY USE OF THE EQUIPMENT IS AT MY OWN RISK.

I UNDERSTAND THAT THE USE OF THE FACILITY MAY INVOLVE GREAT RISK TO PERSONS WITH PHYSICAL DISABILITIES AND CERTAIN MEDICAL CONDITIONS. I HAVE NO SUCH PHYSICAL DISABILITIES AND SUFFER FROM NO MEDICAL CONDITIONS WHICH WOULD PUT ME AT SUCH RISK BY USING THE FACILITY. FURTHER, I HAVE NOT BEEN INSTRUCTED BY A PHYSICIAN NOT TO UTILIZE THE EQUIPMENT NOR TO PARTICIPATE IN ANY ACTIVITIES OF THE TYPE OFFERED BY THE FITNESS ROOM.

IN CONSIDERATION FOR ALLOWING ME TO TRAIN THE SHAREHOLDER REFERENCED BELOW AND MAKING THE FITNESS ROOM FACILITY AVAILABLE TO ME, I ACKNOWLEDGE AND AGREE THAT 791 PARK AVENUE CORPORATION, ITS BOARD OF DIRECTORS, ITS SHAREHOLDERS, ITS MANAGING AGENT AND ITS AGENTS AND EMPLOYEES ARE NOT RESPONSIBLE AND ARE HEREBY RELEASED FROM ALL CLAIMS, LOSSES, DAMAGES, LIABILITIES OR DEMANDS OF ANY KIND ON ACCOUNT OF ANY DAMAGE, INJURY TO OR OTHER EFFECT UPON MY HEALTH OR PHYSICAL CONDITION WHICH MAY OCCUR AS A RESULT OF MY USE OF THE FITNESS ROOM'S EQUIPMENT OR MY PRESENCE IN THE FITNESS ROOM.

I ASSUME FULL RESPONSIBILITY FOR ANY INJURIES OR DAMAGES, WHICH MAY OCCUR TO ME AT SUCH FITNESS ROOM OR BY REASON OF THE USE OF THE EQUIPMENT.

I ASSUME FULL RESPONSIBILITY FOR ANY LOSS OR DAMAGE TO MY PERSONAL PROPERTY, WHICH MAY OCCUR IN THE FITNESS ROOM.

I AGREE TO USE THE EQUIPMENT IN THE FITNESS ROOM WITHOUT ANY SUPERVISION.

THIS WAIVER SHALL INCLUDE ANY AND ALL CLAIMS, DEMANDS, DAMAGES, CAUSES OF ACTION, PRESENT OR FUTURE, WHETHER KNOWN OR UNKNOWN, RESULTING FROM MY USE OF THE FITNESS ROOM OR ITS EQUIPMENT.

I HAVE NOT REQUESTED NOR RECEIVED ANY EXPRESS REPRESENTATIONS OR WARRANTIES AS TO THE USE OF THE EQUIPMENT AND 791 PARK AVENUE CORPORATION DOES NOT MAKE ANY IMPLIED REPRESENTATIONS OR WARRANTIES WITH REGARD TO THE FITNESS OR USE OF THE EQUIPMENT.

THIS WAIVER HAS BEEN EXECUTED BY ME AND MAY NOT BE USED BY ANY OTHER PERSON FOR THE PURPOSE OF USING THE FITNESS ROOM. I HAVE REVIEWED A COPY OF THE RULES AND REGULATIONS AND AGREE O BE BOUND BY THEM AND ANY AMENDMENTS TO THEM HEREAFTER PROVIDED TO ME.

I AGREE THAT ANY DISPUTE OR QUESTION CONCERNING THE USE OF THE FITNESS ROOM MAY BE RESOLVED BY THE BOARD OF DIRECTORS OF 791 PARK AVENUE CORPORATION AND THE DECISION OF SUCH BOARD SHALL BE, IN ALL RESPECTS, BINDING UPON ME.

I HAVE READ AND UNDERSTAND THE ABOVE WAIVER. I ACKNOWLEDGE RECEIPT OF THE RULES AND REGULATIONS AND I AGREE TO ABIDE BY THEM.

Signature of Trainer

Name of Trainer (printed)

Signature of Shareholder

Shareholder's Name (printed)

Shareholder's Apt. # _____

Date _____

BEDBUGS/BEDBUG DISCLOSURE LAW FAQ

Introduction: In the past decade, bedbugs have become a well-publicized nuisance in New York City. As bedbugs are now a serious quality of life issue, “bedbug law” is increasingly important to the residential real estate market. These questions and answers touch upon common bedbug issues that affect real estate brokers.

Question: What is the Bedbug Disclosure Law?

Answer: In 2010, Section 27-2018.1 (Notice of Bedbug Infestation History) was added to the New York City Administrative Code, requiring owners of New York City residential property to disclose bedbug infestation history before an apartment is leased. The legislation requires disclosure of bedbug infestations within the apartment rented by the tenant and the building in which the apartment is located that have occurred in the 12 months preceding the rental. The disclosure must be on a specific form (the "Bedbug Disclosure Form") available from the Division of Housing & Community Renewal website at: <http://www.nvsdhcr.gov/forms/rent/dbbn.pdf>

Q: Does the law apply to co-ops and condos?

A: Although the law itself is not clear on this point, it is recommended that the Bedbug Disclosure Form be used in the following scenarios: (i) a landlord leasing an apartment to a new tenant, (ii) a condominium unit owner leasing the unit to a new tenant, (iii) a cooperative apartment owner subletting the apartment to a new tenant or (iv) when a cooperative apartment owner sells the apartment.

Q: Are there any residential real estate transactions in which the Bedbug Disclosure Form is not required?

A: The Bedbug Disclosure Form need not be provided during the sale of a condominium unit.

Q: If an owner of an individual condo unit in a building with many units is required to provide the Bedbug Disclosure Form to tenants, how would the owner know whether the building has experienced any infestations beyond her own unit?

A: An individual condo unit owner leasing her apartment is required to provide a Bedbug Disclosure Form to the tenant. Since the form addresses infestations in the entire building, the building management should be keeping a record of all bedbug complaints and infestations, to be made available when units are rented out. The owner should obtain this information from the building management in order to complete the form.

Q: Are listing brokers responsible for distributing the Bedbug Disclosure Form?

A: There is no provision in the new law which requires real estate licensees (other than managing agents acting on behalf of owners) to assist or complete the Bedbug Disclosure Form. Accordingly, we strongly recommend that if a tenant or landlord requests guidance from a real estate licensee with respect to the completion of a Disclosure Form, the real estate licensee directs the tenant or landlord to his or her own respective attorney. A real estate licensee who offers advice with respect to Section 27-2018.1 could be

violating the prohibition on the unauthorized practice of law.

Q: Can building management refuse to provide a Bedbug Disclosure Form until after a prospective tenant has signed a lease?

A: A New York City landlord leasing to a new tenant must present a history of bedbug infestation for the premises and the building. The report must be provided “to each tenant signing vacancy lease” but does not state when this report must be given. One criticism of the law is that it apparently allows the Bedbug Disclosure Form to be provided even after the lease has already been signed.

Q: What is the penalty if a landlord does not provide a Bedbug Disclosure Form?

A: Tenants can submit a complaint to the Division of Housing & Community Renewal (DHCR). The DHCR will then formally order the landlord to complete the Bedbug Disclosure Form. Additionally, failure to comply with the disclosure law may allow a landlord to be held liable for the costs associated with a bedbug infestation and potential personal injury claims. To obtain the complaint form, tenants must call 1-866-275-3427 or call/visit one of the DHCR borough offices to request a copy of the form.

Q: Is the building management required to notify all existing residents of a bedbug infestation?

A: Under the law, there are several situations where a history of bedbug infestation for the premises and the building must be provided. These include a landlord leasing to a new tenant, a cooperative apartment sale or lease, and a condominium lease. Because none of these situations apply to existing residents, the building is not required by law to provide this information to existing residents.

Q: I represent a seller who had bedbugs over a year ago. Do I need to inform potential buyers?

A: There is no affirmative duty to disclose this under the standard form contract. However, some attorneys include contract riders which obligate the seller to declare that the property has not had a bedbug infestation for a certain number of years. Additionally, listing agents have a fiduciary duty towards the purchaser to deal honestly, fairly and in good faith, as well as disclose all facts known to the agent that materially affect the value or desirability of the property, except as otherwise provided by law.

Q: My client bought a condo three months ago and discovered bedbugs. What are her rights?

A: There is probably no way of knowing if the bedbugs were inside the condo before the sale or only entered afterwards so she probably does not have recourse against the building management or the seller, if the seller represented that there were no bedbugs. Fortunately, many buildings provide bedbug extermination services to residents for free since an untreated bedbug infestation can easily spread throughout an entire building.

Q: Whose responsibility is it to remove a bedbug infestation in a rental apartment?

A: Most likely, it is the landlord's responsibility to remove bedbug infestations. Bedbugs have been found to violate the warranty of habitability and may justify rent abatement. Additionally, tenants can report bedbug infestations to the NYC Dept. of Housing, Preservation and Development which can order landlords to address the infestation. If bedbugs persist, the Health Department has the ability to issue orders and conduct hearings leading to fines against building owners.

Q: Whose responsibility is it to remove a bedbug infestation in a condominium?

A: Generally, the Board is required to remove an infestation occurring in the common areas, such as the walls, while a unit owner has responsibility if the infestation occurs solely within one unit. So if the bedbugs spread from the common areas, the Board would likely be responsible. If the infestation was caused by the unit owner, he would be responsible. However, in most cases it will be difficult to determine the source of the bedbug infestation. In order to prevent the spread of a building-wide bedbug infestation, it is recommended that the Board encourage prompt reporting of bedbugs and take remedial action at its own expense. If a Board tries to collect the costs of treatment from the tenant, it may be difficult to prove that the tenant caused the bedbug infestation and should therefore cover those costs.

Q: Whose responsibility is it to remove bedbugs in a cooperative apartment?

A: Although the shareholder is responsible for the interior of the apartment, if multiple apartments are infested, it may become a Board responsibility. As with condos, in most cases it will be difficult to determine the source of the bedbug infestation and who is therefore responsible. Furthermore, a bedbug infestation in a co-op unit may violate the warranty of habitability, allowing the shareholder to withhold maintenance fees. In any event, to prevent the spread of a bedbug infestation, it is recommended that the Board encourage prompt reporting of bedbug infestations and take remedial action at its own expense.

Q: Can a landlord ask a potential tenant if the apartment they are coming from has bedbugs?

A: Yes, but they should ask the same question of everyone.

ESTATE REQUIREMENTS

The following are basic requirements for the Estate transfer of cooperative apartments. It is suggested that the Estate papers be delivered to the transfer agent at Midboro Management, Inc. with the application if applicable.

This documentation will be sent to corporate counsel for review. All legal costs in connection with the review of estate papers will be billed to the estate and will have to be paid at or prior to the closing.

- Complete copy of the decedent's Will (the Will should be attorney certified to the state: This is a true and complete copy of the Will admitted to probate by the New York Surrogate's Court (or other court) on (date), under Surrogate's Court (file number) and that it has not been amended.
- Certified Letters Testamentary evidencing the appointment of the Executor(s) (must be dated 6 months to closing).
- New York State Release of Lien of Estate Tax (Form ET-117).
- United States Certificate Discharging Property Subject to Estate Tax (IRS Form 727) or IRS Letter 1352 together with IRS Form 4422 (Application for Certificate Discharging Property Subject to Estate Tax Lien).
- Affidavit of Debts and/or Domicile.
- Certificated copy of Death Certificate.

Special Note: Power of Attorney will not be permitted for the Executor or administrator. The Executor or administrator of the Estate must be present at the closing.