



4 West 16th Street Corp.

Sublease Policy

As adopted at the March 10, 1999 Meeting

Subleasing of shareholders' apartments will be considered within the following parameters:

1. The shareholder must have a record of timely payment of maintenance and assessments, and must have no arrears at the time of the request.
2. The shareholder must submit the following documentation to the Board for review:
 - a. A copy of the proposed sublease
 - b. A current financial statement from the proposed subtenant
 - c. The proposed subtenant's most recent two years' tax returns, including supporting schedules
 - d. Two personal letters of reference supporting the proposed subtenant
 - e. Two business letter of reference supporting the proposed subtenant
 - f. Letter of reference from the proposed subtenant's employer, including confirmation of salary
 - g. A completed Lease Application Form (attached)
3. The shareholder must submit to the board a letter from the shareholder's lender. If any, agreeing to allow the sublease.
4. Fees:
 - a. A non refundable application fee in the amount of **\$250.00 payable to 4 West 16th Street Corp.** for **each proposed subtenant** Upon receipt and review of the above materials, the Board will schedule an interview with the proposed subtenant. The shareholder will also be required to bear all out-of-pocket expenses incurred in reviewing the prospective subtenant's background and finances. All fees and expenses will be billed as additional rent.
 - b. A non refundable processing fee in the amount of **\$350.00 payable to Cornerstone Mgmt. Systems, Inc.**
 - c. A refundable move in/out security deposit in the amount of **\$500.00 payable to 4 West 16th Street Corp.**
5. The shareholder is responsible for ensuring that all moves by subtenants in/out of the building will be handled in accordance with the Corporation's moving policy. All deposits, damage assessments and building personnel wages related to such moves are the responsibility of the shareholder and will be billed as additional rent.

6. Subleases must be for a minimum of one year. Renewal for an additional year will be at the sole discretion of the Board. In no event will a sublease be renewed more than once. Subleases will be considered for up to two years within any five-year period.

7. The sublet fee payable to the Corporation is **10% of the shareholder's maintenance for the term of the sublease**. The fee will be billed monthly to the shareholder together with the maintenance. If the shareholder's maintenance increases during the period of the sublease, the sublet fee will increase accordingly.

8. Each of the shareholder and the subtenant must individually carry \$1,000,000 of liability insurance during the term of the sublease, and both policies must name **4 West 16th Street Corp.; and Cornerstone Mgmt. Systems, Inc. as additional insured**. Said insurance policies must be presented to the Board **before** commencement of the sublease.

9. The shareholder remains financially responsible for payment of all monies payable to the Corporation, such as maintenance, late fees, assessments, repairs, etc.

10. The shareholder is personally responsible for the subtenant's compliance with all the house rules and by-laws.

11. Please submit **One (1) original and Seven (7) collated copies** to the following address:

**Cornerstone Management Systems, Inc.
271 Madison Avenue #800
New York, NY 10016**



DATE ____/____/____

APPLICATION FOR LEASE

BUILDING ADDRESS _____ APARTMENT # _____ DATE OF POSSESSION ____/____/____

TERM OF LEASE _____ FROM _____ TO _____

ANNUAL RENT _____ RENT PER MONTH _____ SECURITY _____

OF ADULTS _____ # OF CHILDREN _____ UNFURNISHED FURNISHED

DOES APPLICANT HAVE ANY PETS? _____ IF YES, WHAT KIND? _____

APPLICANT'S NAME _____ D.O.B. ____/____/____

PRESENT ADDRESS _____ ZIP CODE _____

HOME PHONE # () _____ - _____ SOCIAL SECURITY # _____ - _____ - _____

CELL PHONE # () _____ - _____ EMAIL ADDRESS _____

PREVIOUS ADDRESS _____ ZIP CODE _____

CURRENT EMPLOYER _____ BUS. PHONE # () _____ - _____

EMPLOYER ADDRESS _____ ZIP CODE _____

TYPE OF BUSINESS _____ LENGTH OF EMPLOYMENT _____

POSITION IN OFFICE _____ APPROXIMATE ANNUAL INCOME \$ _____

PRESENT LANDLORD _____ PHONE # () _____

HOW LONG A TENANT _____ REASONS FOR MOVING _____

BUSINESS REFERENCE _____ PHONE # () _____

BUSINESS REFERENCE ADDRESS _____

PERSONAL REFERENCE _____ PHONE # () _____

CREDIT REFERENCE OR CREDIT CARD # _____

NAME OF BANK _____ ADDRESS _____

CHECKING # _____ SAVING # _____

In connection with this application, I authorize the procurement of a consumer investigative report. I further authorize all credit agencies, banks, lending institutions to release any information they may have about me and release them from any liability and responsibility from doing so.

APPLICANT'S SIGNATURE

NOTICE UNDER NYCAC §20-808

The application information provided by you may be used to obtain tenant screening report; the name and number of the consumer reporting agency or agencies that will be used to obtain such report is/are:

Corelogic/Saferent 866-654-9900

Pursuant to federal, state, and local law:

1. If we take adverse action against you on the basis of information contained in a tenant screening report, we must notify you that such action was taken and supply you with the names and addresses of the consumer reporting agency that provided the tenant screening report on the basis of which such action was taken;
2. If any adverse action is taken against you based on information contained in a tenant screening report, you have the right to inspect and receive a free copy of that report by contacting the reporting agency;
3. Every tenant or prospective tenant is entitled to one free tenant screening report from each national consumer reporting agency annually, in addition to a credit report that should be obtained from www.annualcreditreport.com ; and
4. Every tenant or prospective tenant may dispute inaccurate or incorrect information contained in a tenant screening report directly with the consumer reporting agency.

4 West 16th Street Corp.
House Rules

1. The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartment in the building, and the fire towers shall not be obstructed in any way.

2. No patient of any doctor who has offices in the building shall be permitted to wait in the lobby.

3. Children shall not play in the public halls, courts, stairways, fire towers or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.

4. No public hall above the ground floor of the building shall be decorated or furnished by any Lessee in any manner without the prior consent of all of the Lessees to whose apartments such hall serve as a means of ingress and egress; in the event of disagreement among such Lessees, the Board of Directors shall decide.

5. No Lessee shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or television loud speaker in such Lessee's apartment between the hours of eleven o'clock p.m. and the following eight o'clock a.m. if the same shall disturb or annoy other occupants in the building. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 8:30 a.m. and 5:00 p.m.

6. No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the window sills of the building.

7. No awnings, window air-conditioning units or ventilators shall be used in or about the building except such as shall have been expressly approved by the Lessor or the Managing Agent, nor shall anything be projected out of any window of the building without similar approval.

8. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the Lessor or the Managing Agent.

9. No velocipedes, bicycles, scooters or similar vehicles shall be allowed in a passenger elevator and baby carriages and the above-mentioned vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the building.

10. Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the Lessor.

11. Kitchen supplies, market goods and packages of every kind are to be delivered only at the service entrance of the building and through the service elevator to the apartments when such elevator is in operation.

12. Trunks and heavy baggage shall be taken in or out of the building through the service entrance.

13. Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or the Managing Agent of the building may direct.

14. Water closets and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.

15. No Lessee shall send any employee of the lessor out of the building on any private business of a Lessee.

16. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or in the yard, court spaces or other public portions of the building, or on the sidewalk or street adjacent to the building.

17. No radio or television aerial shall be attached to or hung from the exterior of the building without prior written approval of the Lessor or the Managing Agent.

18. No vehicle belonging to a Lessee or to a member of the family or guest, subtenant or employee of a Lessee shall be parked in such manner as to impede or prevent ready access to any entrance of the building by another vehicle.

19. The Lessee shall use the available laundry facilities only upon such days and during such hours as may be designated by the Lessor or the Managing Agent.

20. The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.

21. Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material, to the extent of at least 80% of the floor area of each room excepting only kitchen, pantries, bathrooms, maid's room, closets and foyer.

22. No group tour or exhibition on any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the consent of the Lessor or its Managing Agent.

23. The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee during 14 days after notice in writing from the Lessor or Managing Agent to clean the windows, such cleaning may be done by the Lessor, which shall have the right, by its officers or authorized agents, to enter the apartment for the purpose and to charge the cost of such cleaning to the Lessee.

24. The passenger and service elevators, unless of automatic type and intended for operation by a passenger, shall be operated only by employees of the Lessor, and there shall be no interference whatever with the same by Lessees or members of their families or their guests, employees or subtenants.

25. Complaints regarding the services of the building shall be made in writing to the Managing Agent of the Lessor.

26. Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.

27. If there be a garage in the building, the Lessee will abide by all arrangements made by the Lessor with the garage operator with regard to the garage and the driveways thereto.

28. The following rules shall be observed with respect to incinerator equipment:

- (i) All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel.
- (ii) Debris should be completely drip-free before it leaves the apartment and carried to the incinerator closet in a careful manner and in a drip-proof container; then placed into the flue hopper so it will drop into the flue for disposal.
- (iii) No bottles or cans shall be dropped down the flue before 10:00 a.m. or after 5:00 p.m., but shall be left in a neat manner in service elevator area, if such items must be disposed of before 10:00 a.m. or after 5:00 p.m.
- (iv) Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into the hopper opening. Small items of this nature may be left in a neat manner on the incinerator closet floor. Bulky items of this nature should be left at service elevator area between 10:00 a.m. and 6:00 p.m. and service employee summoned to dispose of them by way of the service elevator.
- (v) Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible substances or lighted cigarettes or cigar stubs be thrown into the incinerator flue.
- (vi) Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed through hopper door panel into flue.
- (vii) The superintendent shall be notified of any drippings, or moist refuse, appearing on incinerator closet floor or corridors.

29. No Lessee shall install any plantings on the terrace, balcony, or roof without the prior written approval of the Lessor. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.

30. The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any apartment at any reasonable hour of the day for the purpose of inspecting such apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests, and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin insects or other pests. If the Lessor takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the lessee, as additional rent.

31. If an Owner plans to install a new **washing machine and/or dryer** in his/her apartment, the following items **MUST** be complied with:

- An alteration application must be submitted to Management to obtain Board approval.
- The plumber must file a Limited Alteration Application (LAA-1) with the DOB. New roughing is required to be connected to a 3-inch sanitary waste line.
- The unit must be installed by a licensed and insured plumber. The plumber must provide Certificates of Insurance naming the Cooperative and Management as additional insured.
- Check valves and shut-off valves must be installed on hot and cold water lines. Manual shut-off valves should be easily accessible.
- A copper pan must be installed beneath the new washer and an automatic flood sensor be connected electrically to an automatic shutoff valve. Details should be provided on the plumbing diagram.
- The unit must be a high-efficiency (HE) rated machine.
- The dryer must be self-venting and may require a plumbing drain line. **Under no circumstances may a dryer be vented into the building ventilation system.**
- The electric service for the apartment must be designed or upgraded to provide 220-volt, 30-amp dedicated service for the dryer.
- Each apartment is limited to one washer and one dryer.
- The Board or Management reserves the right to inspect the washer/dryer.

32. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.