

The Berkeley

Berkeley Apartments
35-25 77th Street

Berkeley Hall
77-12 35th Avenue
Jackson Heights, New York 11372

Berkeley Gardens
35-24 78th Street

SUBLET APPLICATION

Please be advised of the following items needed in order to process your request to sublet apartment _____ at building _____:

1. A letter from the shareholder(s) to the Board of Directors, in care of The Wavecrest Management Team Ltd., 87-14 116th Street, Richmond Hill, NY 11418, Attn: Jay Yablonsky requesting permission to sublet, stating the reason for the request, and the amount of time you plan to sublet. **Please note that the current policy in effect is that no sublet request shall be considered or granted unless the shareholder has physically occupied the apartment for at least five (5) consecutive years. After such time, the shareholder(s) may be permitted to sublet his/her apartment for up to four years in a five-year period. (See House Rules for more information).**
2. Submit the fully executed Sublease Agreement along with six (6) collated copies including the enclosed Rider fully executed by you and the proposed subtenant(s). The initial term of the sublet must be one year only. You may subsequently make application to renew or extend the sublease for up to three additional consecutive one year terms.
3. If the proprietary lease and stock certificate for the apartment are secured by a cooperative loan, the shareholder(s) must submit the written consent from their lender to the sublet. If the proprietary lease and stock certificate are not secured by a cooperative loan, the shareholder(s) must submit a written statement attesting to this fact. This statement must be signed, dated and notarized.
4. A Check payable to Berkowners Inc. representing the sublet fee (2 months maintenance).
5. The proposed subtenant(s) must provide the following documents:
 - a. The enclosed application for Approval of sublease
 - b. A complete photocopy of their last two years income tax return and W2 form(s)
 - c. Completed Credit Release Authorization and Fee
 - d. Window Guard Form and receipt of House Rules
6. Disclosures of information on Lead Based Paint and /or Lead Based Paint Hazards. The original of this form must be completed as follows:
 - a. Insert apartment number at top of form
 - b. Under the category "Lessor's Disclosure" the shareholder(s) must check an answer under both (a) and (b). In the certificate of Accuracy portion, the shareholder(s) must sign and date the form
 - c. Under the category "Lessee's Acknowledgement" the applicant(s) must initial items (c) and (d), and retain the attached pamphlet. In the Certification of Accuracy portion of the form, the applicant(s) must sign and date the form as "Lessee(s)"
 - d. The originally executed Disclosure of Information on Lead –Based Paint and/or Lead –Based Paint Hazards must be returned with the application materials;

7. Evidence of liability/hazard insurance naming both Berkowners Inc. and The Wavecrest Management Team Ltd. as additional insured's. Note the cooperative requires a minimum of \$25,000/personal property and \$500,000/personal liability coverage
8. Enclosed please find the Lease/Commencement of Occupancy Notice for Prevention of Lead Based Paint Hazards Inquiry Regarding Children. Please print two (2) copies of this form. Please have your subtenant check one, sign as Occupant, then print their name, address and apartment number where indicated. You, as owner, must sign Certification by owner. The originally executed document must then be returned to The Wavecrest Management Team Ltd., 87-14 116th Street, Richmond Hill, NY 11418, Attn: Jay Yablonsky. Inform your subtenant to retain the attached pamphlet
9. A check for \$300 payable to The Wavecrest Management Team Ltd. representing our nonrefundable processing fee and for obtaining a credit report. If the applicants are more than one person or more than one married couple with the same last name, add \$100 for each such additional person
10. Parties moving in and out must each sign one of the enclosed damage deposit agreements and return with the check for payment as per the agreement.

When all the above items have been received and verified, an interview will be scheduled with the Admissions Committee. All proposed occupants must attend the interview. All proposed occupants must produce a passport or government issued photo identification document at the interview for purposes of verification of identification.

Note: The shareholder's maintenance must be up to date before the Admissions Committee will consider the applicant(s). Faxed documents will not be accepted. Originals or photocopies, where appropriate, must be delivered to:

The Wavecrest Management Team Ltd.
87-14 116th Street
Richmond Hill, NY 11418
Telephone: 718-463-1200
Fax: 718-850-2798
Attn: Jay Yablonsky (Ext. 3749)

Please submit one complete set of documents only. Allow reasonable time for review and preparation of the file by the managing agent and subsequent review and discussion of the file by the Admissions Committee. The file cannot be forwarded to Board until all items requested are submitted.

Note: The shareholder will bear ultimate responsibility to the cooperative corporation for any damage to the building's common areas that occurs in connection with a move in or out of the shareholder's apartment as well as while they are residents of the Cooperative building.

All materials listed in this procedure must be delivered to the above address at least **four (4) weeks** prior to the proposed commencement date of the sublease. For sublet renewals the shareholder will be provided with a modified set of requirements approximately sixteen weeks before the end of the existing term. Shareholders must respond to those requirements within thirty days of such notification by the managing agent.

Note: Failure to timely comply with subletting renewal requirements will result in the imposition of a fine of \$200.00 per month to be billed to the shareholder(s) maintenance account. All materials submitted to the managing agent become the property of Berkowners Inc. and shall not be returned.

APPLICATION FOR APPROVAL OF SUBLET OF COOPERATIVE APARTMENT

Date _____

The Board of Directors of Berkowners Inc. is hereby requested to approve an application to sublet to the applicant(s) named below:

<i>Data</i>	<i>Applicant</i>	<i>Co-Applicant</i>												
Full Name (exact name or names in which the sublease is to be issued)														
Apartment to be sublet	_____ _____ _____	_____ _____ _____												
Social Security Number														
Are you a US Citizen? (If no, indicate whether you are in this country legally and include supporting documentation)	_____ _____ _____	_____ _____ _____												
Current home address	_____ _____ _____	_____ _____ _____												
Day time telephone number														
Current occupation														
Position/Title														
Name, address, telephone number of employer														
Length of employment with current employer														
Estimated annual income														
List the names, ages and relationship for all other occupants of the apartment other than applicant and co-applicant	<table><tr><td><u>Name</u></td><td><u>Age</u></td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr><tr><td>_____</td><td>_____</td></tr></table>	<u>Name</u>	<u>Age</u>	_____	_____	_____	_____	_____	_____	<table><tr><td><u>Relationship</u></td></tr><tr><td>_____</td></tr><tr><td>_____</td></tr><tr><td>_____</td></tr></table>	<u>Relationship</u>	_____	_____	_____
<u>Name</u>	<u>Age</u>													
_____	_____													
_____	_____													
_____	_____													
<u>Relationship</u>														

3 Personal References: (List name of contact and telephone number)	_____ _____ _____	_____ _____ _____												
Are any pets to be maintained in the apartment? If yes, indicate kind/breed.	_____ _____ _____	_____ _____ _____												

Do you intend to perform any alterations or renovations to the apartment? If so, please

Describe: _____

The undersigned Applicant(s) understand(s) that the consent of Berkowners Inc. is required under the proprietary lease to the proposed sublet thereof and that the Board of Directors will rely on the information furnished above. The undersigned also understands that the information requested is essential to this application since Berkowners Inc. is a cooperative apartment house in which the occupants reside and because of their desire to maintain a compatible group of residents in the building. The undersigned also agrees to meet in person with representatives of the corporation. Applicant(s) understand(s) that the cooperative reserves the right to request further information from Applicant(s). Applicant(s) further understands that Berkowners Inc., its officers, directors, and agents shall have no liability with any respect to any matter or concerning any act of the proposed sublessor in connection with any contract or lease or sublease contemplated herein, and that the corporation and its agents make no representation with respect to the advisability of the sublet thereof. Applicant(s) agree(s) to meet in person with representatives of the corporation.

Applicant's Signature

Co-Applicant's Signature

Sworn to before me this

_____ Day of _____, _____

Notary Public

BERKOWNERS INC.
RIDER TO SUBLEASE AND SUBLET POLICY AGREEMENT

It is agreed between Overtenant and Undertenant that the sublease is subject to all terms and conditions of the Proprietary Lease, House Rules, and such other rules and regulations promulgated by the Board of Directors.

It is further agreed and understood that if the Overtenant shall default in the payment of rent or additional rent to the Cooperative Corporation, the Cooperative Corporation may, at its option, so long as such default shall continue, demand and receive from the Undertenant the rent due or becoming due from the Undertenant to Overtenant, and apply the amount collected to pay sums due and to become due from the Overtenant to the Cooperative Corporation. Any such payment by the Undertenant to the Cooperative shall constitute a discharge of the obligation of the Undertenant to the Overtenant to the extent of the amount so paid. The acceptance of the rent of the Undertenant by the Cooperative Cooperation shall not be deemed as a release or discharge or any obligations of the Overtenant to the Cooperative Corporation, except to the extent of the rent so collected from the Undertenant. If payment is so demanded by the Cooperative Corporation the Undertenant shall make his rent directly payable to the Cooperative Corporation.

We understand that the apartment may be sublet for a period of one (1) year only. We may, however, make application to renew or extend the sublease for up to two (2) consecutive additional one year terms (the total sublease period not to exceed three (3) years). Each renewal sublease must be submitted to the Board ninety (90) days prior to the expiration of the term of the sublease. Exemptions may be made to this policy by the Board of Directors of Berkowners Inc., at its sole discretion.

I have read the above and understand that until the Board of Directors for Berkowners Inc. have given their written approval, a sublet is not a legal or binding. No one other than the shareholder(s) on record will be permitted to hold occupancy to the apartment until such time as formal written approval of Berkowners Inc. has been received. If the apartment is occupied by any other party other than that of record, legal action will commence for the displacement of said party, at the expense of the shareholder of record.

Overtenant Signature

Overtenant Signature

Undertenant Signature

Undertenant Signature

DAMAGE DEPOSIT AGREEMENT

The Wavecrest Management Team Ltd.
87-14 116th Street
Richmond Hill, NY 11418
Telephone: 718-463-1200
Fax: 718-850-2798
Attn: Jay Yablonsky (Ext. 3749)

**Re: Cooperative Unit Located At
_____, Jackson Heights, NY 11372**

Gentlemen & Ladies:

I have been advised of a resolution of the Board of Directors of Berkowners Inc. requiring the payment of **\$700.00** by certified or bank check made payable to Berkowners Inc. with the office of the managing agent prior to the scheduling of any move in/out of any apartment to indemnify the corporation against any loss which may be sustained resulting from damage to the building or its property in connection with my move. The \$750.00 payment consists of a \$200.00 preparation and staff assistance fee related to my move that is nonrefundable, as well as a \$550.00 deposit that is refundable if there is no damage to the common areas of the building after inspection of the premises by the superintendent of the building immediately after the completion of my move. I agree that the cost of repairs will be deducted from my deposit and the balance, if any, shall be refunded to me within fourteen (14) days of my returning this completed form to the office of the managing agent. If there is damage which exceeds **\$550.00**, I will pay the amount of all additional damages within ten (10) days of receipt of notification by the corporation of the amount due. In order to secure my refund, if any, a copy of this form signed by the superintendent, must be returned to the office of the managing agent.

I further acknowledge and agree to abide by the following conditions:

1. The moving party must contact the managing agent, The Wavecrest Management Team at the address/telephone number above to arrange/schedule move-out/move-in date and time.
2. If using a professional moving company, the moving party must provide a copy of the company's insurance certificate indicating the following parties as certificate holder:
 - a. Shareholder/Subtenant (new/old)
 - b. Berkowners Inc., c/o The Wavecrest Management Team at the address above.
 - c. Same must be faxed or mailed to The Wavecrest Management Team at the fax number above to the attention of Jay Yablonsky prior to move-in/move-out.
3. The party moving shall notify the building superintendent, (or, if superintendent not on duty, the assistant superintendent), of the date and time he/she will be moving furniture and other possessions into/out of the apartment, no later than 5:00 PM of the day before such date. It is strongly suggested that more than one day's advance notice be given to the building's staff to assure that your move can, in fact be accommodated. No move shall occur unless first confirmed with the building's staff as to their availability. Any violation will result in a fine of **\$1,000.00**.
4. The moving party, and any person assisting the moving party, shall transport furniture and other items into and out of the building only between the hours of 8:30 AM and 5:00 PM, Monday through Friday ONLY, excluding holidays.
5. Any motor vehicle used by the moving party and or any mover transporting furniture and other items on behalf of the moving party, shall be legally parked and under no circumstances shall it be driven onto or parked on the sidewalk surrounding the building.
6. The moving party, and any person assisting the moving party in moving, shall use only the side doors (delivery entrances) to transport any items including but not limited to furniture, boxes, cartons, chests

and suitcases into/out of the building. Under no circumstances are any items to be transported through the front entrance. The lobby is to be left free and clear of any items at all times.

7. The moving party and any persons assisting the moving party shall comply with the reasonable directions of the building maintenance staff. Any and all boxes, cartons or other refuse that the shareholder wishes to discard must be disposed of in the manner directed by the superintendent (or if the super is not on duty, by the assistant superintendent).
8. With respect to parties moving in, the return of the damage deposit will be withheld until the superintendent confirms in writing (see below) that the apartment has been sufficiently carpeted in accordance with House Rule 32.
9. For **MOVE OUT** only: Seller's new forwarding address:

Name: _____

Street Address: _____

City: _____, State _____ Zip Code _____

Very truly yours,

_____, Moving Party

_____, Moving Party

STATUS OF MOVE IN/OUT – RETURN OF MOVE IN/OUT DEPOSIT

Note: The managing agent may not refund the damage deposit to any party until this form is completed by the superintendent and returned to the office of the managing agent by the party moving.

TO BE COMPLETED BY THE SUPERINTENDENT AFTER MOVE-OUT OR MOVE-IN:

The move-out/move-in (circle one) of the apartment took place on _____ and (check one):

() no damage has occurred to the common areas.

() the following damages have occurred to the common areas.

Date

Superintendent's Signature

FOR MOVE-IN ONLY:

The subject apartment has been inspected and is in compliance with House Rule 21 (80% carpeted).

Date

Superintendent's Signature

Return completed form to:

The Wavecrest Management Team Ltd.
87-14 116th Street, Richmond Hill, NY 11418
Telephone: 718-463-1200 ♦ Fax: 718-850-2798
Attn: Jay Yablonsky (Ext. 3749)

RECEIPT OF HOUSE RULES

Board of Directors
Berkowners Inc.
c/o The Wavecrest Management Team Ltd.
87-14 116th Street
Richmond Hill, NY 11418
Attn: Jay Yablonsky

RE: Apartment: _____ Building: _____

Dear Board Members:

As shareholder(s)/prospective subtenant(s) at Berkowners Inc., I /we hereby acknowledge receipt of the House Rules and agree to abide by and be bound by them. I/we further acknowledge House Rules #1 and #32 and understand that the prospective subtenant's damage deposit will not be refunded until and unless the apartment is carpeted in accordance with said house rule.

Very truly yours,

Shareholder

Date

Shareholder

Date

Proposed Subtenant

Date

Proposed Subtenant

Date

The Berkeley

Berkeley Apartments
35-25 77th Street

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77-12 35th Avenue
Jackson Heights, New York 11372

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35-24 78th Street

HOUSE RULE #11 ACKNOWLEDGMENT

Building Location: _____

Apartment Number: _____

Floors of each apartment **MUST** be covered with rugs or carpeting or equally effective **noise reducing material** to the extent that at least 80% of the floor area of each room, excepting only kitchens, pantries, bathrooms, closets, and foyers. We acknowledge the above House Rule; we also acknowledge that the \$550.00 move-in/carpeting deposit will not be refunded until the above House Rule is adhered to.

Shareholder

Date

Shareholder

Date

Subtenant

Date

Subtenant

Date

CREDIT RELEASE AUTHORIZATION

Please Complete and Sign:

Apartment No.: _____ Building Address: _____

Applicant's Name: _____ Social Security # ____/____/____

Current Address: _____ City _____ State: _____ Zip: _____

Date of Birth: _____

Co-Applicant's Name: _____ Social Security # ____/____/____

Current Address: _____ City _____ State: _____ Zip: _____

Date of Birth: _____

By signing below, I/ We authorize The Wavecrest Management Team to use any consumer reporting agency, credit bureau or other investigative agencies employed by such, to investigate the references herein listed in this application or statement or other data obtained from me or from me or from any other person pertaining to my employment history, credit, prior tenancies, character, general reputation, and mode of living, to obtain a consumer report and such other credit information which may result thereby, and to disclose and furnish such information to the owner/agent listed above in support of this application. I have been advised that I have the right, under Section 606B of the Fair Credit Reporting Act, to make a written request, within a reasonable time, for complete, accurate disclosure of the nature and scope of any investigation. The purpose of this search is to verify information on me/us for a lease, sublet or purchase of an apartment.

Applicant's Signature

Date Signed

Co-Applicant's Signature

Date Signed

**The Wavecrest Management Team Ltd.
87-14 116th Street Richmond Hill, NY 11418**

NOTICE OF DISCLOSURE

The application information provided by you may be used to obtain a tenant screening report. Pursuant to local NYC 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 name and address 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 Consumer Reporting Agency at:

**TenantSafe-Applicantsafe c/o Consumer Relations Department
P.O. Box 1195, Jackson, NJ 08527
Phone #: 800 498-3200**

3. Every tenant or prospective tenant is entitled to one free consumer report from each National Consumer Reporting Agency on an annual basis. This report can be obtained through www.annualcreditreport.com
4. Every tenant or prospective tenant may dispute inaccurate or incorrect information contained in a tenant screening report directly with the Consumer Reporting Agency that provided such report.

Authorization:

I hereby authorize The Wavecrest Management Team Ltd. to obtain consumer reports and any other information it deems necessary, for the purpose of evaluating my application. I understand that such information may include, but is not limited to credit history, rental history, civil and criminal information, employment income verification and/or any other necessary information. I understand that subsequent consumer reports may be obtained and utilized under this authorization in connection with an update, renewal, extension or collection with respect to or in connection with, the rental or lease of a residence for which application was made. I agree to hold the above-named company and procurer or furnisher of information, from any liability what-so-ever in the use, procurement, or furnishing of such information. I understand that any false statements/representations made in this application may be used as a termination of application/lease.

Applicant Name: _____

Signature: _____

Date: _____

Applicant Name: _____

Signature: _____

Date: _____

**LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR PREVENTION OF
LEAD BASED PAINT HAZARDS INQUIRY REGARDING CHILDREN**

You are required by law to inform the owner if a child less than seven years of age resides or will reside in the dwelling unit (apartment) for which you are signing this lease/commencing occupancy. If such a child resides or will reside in the unit, the owner of the building is required to perform an annual visual inspection of the unit to determine the presence of lead-based paint hazards. **IT IS VERY IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF THE CHILD.**

If a child less than seven years of age does not reside in the unit now, but does come to live in it at any time during the year, you must inform the owner in writing immediately. If the child less than seven years of age resides in the unit, you should also inform the owner immediately at the address below if you notice any peeling paint or deteriorated subsurface in the unit during the year.

Please complete this form and return one copy to the owner or his agent or representative when you sign the lease/commence occupancy of the unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of health explaining about lead based paint hazards when you sign your lease/commence occupancy.

CHECK ONE:

☐ **A child under seven years of age resides in the unit.**

☐ **A child under seven years of age does not resides in the unit**

_____(Occupant Signature)
Print occupant's name, address and apartment numbers:

Certification by owner: I certify that I have complied with the provisions of 27-2056-6 of Article 14 Of the Housing Maintenance Code and rules promulgated there under relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department Of health pamphlet concerning lead lased paint hazards to the occupant.

_____(Owner Signature)

RETURN THIS FORM TO:

The Wavecrest Management Team Ltd.
87-14 116th Street
Richmond Hill, NY 11418
Attn: Jay Yablonsky

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS

OWNER COPY/ OCCUPANT COPY