

Kings Wood Owners' Corp.

146 Church Street, Apt. 3B
Kings Park, New York 11754

(631) 269-6424 Phone

(631) 269-3945 Fax

Email: kingswoodowners@aol.com

SUBLEASE Application Instructions

Apt. # _____ Contact Phone # _____ Date: _____

Applicant Name(s): _____

The attached Sublease Application Form must be completed before the Subleasing of any unit at Kings Wood Owners Corp is considered for approval. Be assured that all of your personal information is held strictly confidential.

APPLICATION CONTENTS

1. Application for Occupancy (credit application per person)
2. Additional Information
3. House Rules Acknowledgement
NOTE: No Smoking Rule and Rent Claim due to default
4. Employment Confirmation Authorization
5. Vehicle Registration
6. Resident Emergency Contact Information
7. Protect Your Family From Lead in Your Home

WHAT YOU NEED TO SUBMIT

Please forward the following information and fees (Money order or Bank Check made payable to "Kings Wood Owners' Corp.") to the Property Manager's attention (Helena Chaves) at the address above.

- 1) Completed Application
- 2) Copy of pay stubs for past one month
- 3) Copy of renters insurance declaration page showing Kings Wood Owners Corp. as an additional insured (see attached requirements).
- 4) A Bank Check or Money Order in the amount of \$575 for one person or \$725 for two people (Note: this includes a \$425 Application Processing fee and a \$150 fee per person to run credit/criminal background check. If you are rejected \$250 will be refunded).
- 5) Subtenant's Move-in/Move-out Fee (\$700)
- 6) Photo ID
- 7) Previous landlord reference letter
- 8) An executed copy of new proposed Sublease Agreement (between Shareholder and Subtenant – supplied by Kings Wood)
- 9) Letter from shareholder's mortgage lender authorizing the sublet of the apartment.

KWOC SUBLEASE Application Instructions Continued

Apt # _____ Applicant(s) Name _____

After received and appropriate references are verified by this office, it will be submitted to the Admissions Committee for review. The prospective sub-lessee(s) will then be notified of the Committee's decision after meeting with the Admissions Committee.

All approvals will be subject to inspection of the apartment, correction of any violations, and payment of an inspection fee of \$175. Please be advised that under no circumstances may the prospective sub-lessee(s) move into said apartment until the Board grants **final** approval of the sub-lease.

THE PROCESS

Once the completed Application is received, a date will be set to meet with the Admissions Committee who will make a recommendation to the Board. If approved by the Board of Directors an inspection of the apartment must be completed prior to closing.

NOTICE

You may access information on Fair Housing and Anti-Discrimination laws by visiting the websites below or by contacting the agencies listed below:

FEDERAL:

New York Regional Office (Housing and Urban Development)
26 Federal Plaza, Suite 3541
New York, NY 10278-0068 Phone:
212-264-8000 website:
www.hud.gov/offices/fhco/fhlaws/index.cfm

NEW YORK STATE:

New York State Division of Human Rights (Suffolk)
State Office Building
250 Veterans Memorial Highway, Suite 2B -49 Hauppauge,
NY 11788 Phone:
631-952-6434 email:
info@longisland.dhr.state.ny.us

New York State Division of Human Rights (Nassau)
175 Fulton Ave., Suite 404 Hempstead, NY 11550
Phone:
516-538-1360 email:
info@longisland.dhr.state.ny.us website:
www.dhr.state.ny.us

THIS PROPOSAL SHALL RESULT IN NO LEGAL OBLIGATION UNTIL A FORMAL SUBLEASE IS EXECUTED BY THE PARTIES CONCERNED AND BOARD APPROVAL IS GRANTED.

In applying for consent to this proposed sublease, the undersigned acknowledges that consent is required by the terms of the Proprietary Lease. The undersigned also understand that they will be required to meet with the Admissions Committee of the Board of Directors prior to the approval.

Applicant

Co-Applicant

KWOC SUBLEASE Application Additional Information

Date: _____

Applicant _____
(first name) (last name) (date of birth)

Co-Applicant _____
(first name) (last name) (date of birth)

Current Shareholder: _____ Property Address _____

SUBLEASE \$ _____ PER MONTH

Date of Possession (approximate) _____

CURRENT LANDLORD _____

Your Current Job: Company name: _____ Location (City); _____

Title: _____ Start Date: _____ End Date: _____

Yearly Salary (Net) \$ _____ Monthly Income (Net) \$ _____

Please give any additional information which may be pertinent or helpful as an indication of the nature of your occupancy.

List names and ages of ALL persons who will live in apartment: _____

List all clubs, and memberships: _____

List Schools and Colleges attended by applicant: _____

Have you ever been convicted of a crime? ___Yes ___No

If yes, describe: _____

Why would you like to live at Kings Wood _____

Initial this page: _____

KWOC SUBLEASE Application Additional Information Applicant(s): _____

Where are you living now? (Address) _____ **Years** _____

if Landlord Name _____ Phone _____

List your residence addresses for the past 10 years:

_____ Phone _____ Years _____

_____ Phone _____ Years _____

_____ Phone _____ Years _____

_____ Phone _____ Years _____

_____ Phone _____ Years _____

Provide three references not related to you:

1) Name: _____ Relationship: _____

Address _____ Phone: _____

2) Name: _____ Relationship: _____

Address _____ Phone: _____

3) Name: _____ Relationship: _____

Address _____ Phone: _____

Initial this page: _____

Applicant(s): _____

ADMISSIONS/ADMISSIONS SUMMARY SHEET sublease (blank).excl

KWOC Purchase/Refinance Application Additional Information

Applicant(s): _____

KWOC APPLICATION - Summary Sheet (Page 2 of 2)	Applicant #1 ()	Applicant #2 ()	Totals
EXPENSES (Monthly)			
Credit Report plus any revolving debt			
Credit Cards	\$	\$	\$
Car Loan/Lease	\$	\$	\$
Alimony Support	\$	\$	\$
Child Support	\$	\$	\$
Personal Loan	\$	\$	\$
Student Loan	\$	\$	\$
Total Credit Report plus any revolving debt Expenses	\$	\$	\$
Other Monthly Bills and Financial Obligations:			
Food	\$	\$	\$
Gas, Car Repairs	\$	\$	\$
Car Insurance	\$	\$	\$
Anticipated PSEG	\$	\$	\$
Anticipated Basic Cable/Internet/Phone	\$	\$	\$
Anticipated Cell Phone	\$	\$	\$
Medical Insurance Expense:	\$	\$	\$
--Healthcare Provider (ie Cigna, Aetna.etc)			
--Healthcare Covered By (Employer, Self, Union or Other)			
Medical (suppliment)	\$	\$	\$
Medical (Rx, copays, etc.)	\$	\$	\$
Dental Insurance Expense	\$	\$	\$
Vision Insurance Expense	\$	\$	\$
Other Expenses	\$	\$	\$
Anticipated Miscellaneous (entertainment, etc.)	\$	\$	\$
Day Care	\$	\$	\$
Other Expenses	\$	\$	\$
Other Real Estate Expenses (Repairs, Maintenance Fees, etc)	\$	\$	\$
Total Other Monthly Bills and Financial Obligations Expenses	\$	\$	\$
TOTAL Monthly Expenses	\$	\$	\$
TOTAL INCOME			\$
TOTAL EXPENSES			\$
TOTAL Variance			\$

*If Applicant has other real estate holdings, include maintenance costs (oil, electric, insurance, water, etc) on separate sheet and add total to monthly expenses above.

HOUSE RULES ACKNOWLEDGMENT

This will confirm that I have read and understand the Kings Wood Owners' Corp. House Rules and Regulations. As written in section 5.18 of the House Rules, it is required that new residents must comply with the following specifications.

5.18 Flooring Specifications Amended June 1, 2019:**All Shareholders:**

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 eighty (80%) percent of the floor area of each room with the exception of kitchens, bathrooms, closets and the foyer.

Current & New Shareholders:

Shareholders wishing to modify their existing floor covering must obtain approval from the Board of Directors.

Request forms are available in the Property Office or on our website kingswoodowners.com. Follow the Guidelines attached to the request form along with your details of the proposed material. This must be complete prior to installation.

FAILING TO OBTAIN PRIOR WRITTEN APPROVAL WILL RESULT IN A VIOLATION FEE

When replacing your carpet and padding, your floor boards should be checked for squeaks. Squeaky board(s) should be screwed into the joist to eliminate squeaking noise(s) prior to installing new carpet, padding and laminate. Please contact the Kings Wood office to schedule this work at NO COST to the shareholder.

Please sign below to confirm that you have received the House Rules and acknowledge the floor covering requirements and understand that there are fines and charges that may be incurred for non-compliance of House Rules. Please submit a signed copy to the Property Office and retain a copy for yourself.

I/We the undersigned have received and read a copy of the Kings Wood House Rules and Regulations and agree to abide by all the rules and regulations contained therein.

THIS PROPOSAL SHALL RESULT IN NO LEGAL OBLIGATION UNTIL A FORMAL PURCHASE IS EXECUTED BY THE PARTIES CONCERNED AND BOARD APPROVAL IS GRANTED.

You are hereby authorized to submit to the Cooperative Apartment Corporation this proposal together with the above information concerning the undersigned. In applying for consent to this proposed purchase, the undersigned acknowledges that consent is required by the terms of the Proprietary Lease. The undersigned also understand that they will be required to meet with the Admissions Committee prior to the approval by the Board of Directors to discuss your expectations, the Kings Wood community, its House Rules and procedures. Any information, advice or promises regarding repairs, occupancy, rules, responsibilities, etc. made by a 3rd party (ie. Realtor or Seller) and not included in the Kings Wood Bylaws, Proprietary Lease, and/or House Rules is not binding on Kings Wood Owners Corp. Applicant(s) should read the House Rules prior to coming to the Admissions Committee meeting and be prepared with any questions or concerns that they have regarding the House Rules.

Applicant Print & Signature Date

Co-Applicant Print & Signature Date



Kings Wood Owners' Corp.

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SUBLEASE Application EMPLOYMENT AUTHORIZATION

TO: _____
(Company Name)

ATTN: _____ Title _____
(first name, last name)

I _____, hereby authorize you to release to Kings Wood Owners' Corp.
the following information:

Date: _____ Signature _____
(employee)

State of New York
County of Suffolk

Sworn to Before Me This _____ Day of _____, 20__

Notary

(1) My hire date: _____

(2) My position: _____

(3) My current yearly salary: _____

Date: _____ Signature _____
(employer)

Instructions: Please have your employer complete this form and ask them to fax it to Kings Wood.

Applicant(s): _____

NOTICE ABOUT TENANT SCREENING REPORTS

Tenant screening reports from consumer reporting agencies are sometimes used to assist landlord in making purchase/sublease decisions. We may use such reports by contacting ApplicantSafe/TenantSafe Phone: 732-942-1331

Tenant screening application “Application for Occupancy” on following page...

APPLICATION FOR OCCUPANCY

OWNER/MANAGEMENT CO:

For Occupancy At _____ APT _____ Rent/Maint \$ _____

Instructions For Applicant

Print All Information Clearly. Include All Account And Phone Numbers. Read, Sign, And Date Application

Personal Information

Name _____ Birthdate _____ / ____ / ____
FIRST MIDDLE LAST Optional
() () Social Security # _____ / ____ / ____
Home Phone Cell Phone Email Address

Residence Information

Current _____ Address _____ City _____ State _____ ZIP _____ Apt. No. _____
Rent/Maint \$ _____ Move In Date _____ Expiration Date _____
Landlord _____ Phone () _____
Company Name Address City State ZIP Landlord Phone

Employment Information

Current _____ Employer Name _____ Address _____ City _____ State _____ Zip _____
Position _____ Annual Income \$ _____ Phone () _____ Work _____
Supervisor's Name _____ Start Date _____ Phone () _____ Supervisor _____
Previous Employer _____ Annual Income \$ _____
Position _____ Start Date _____ End Date _____ Phone () _____

Bank Information

Bank _____ Name _____ City _____ State _____ ZIP _____ Average Balance \$ _____
Account Number _____ ☐ Checking Bank Phone () _____
Bank Name _____ ☐ Saving Average Balance \$ _____
Account Number _____ ☐ Checking Bank Phone () _____
☐ Saving

Other Residents To Occupy Apt.	Social Security Number	Relationship (optional)	Sex (optional)	Age (optional)

DO YOU HAVE ANY PETS? YES ☐ NO ☐ DOG ☐ CAT Auto _____ Year _____ State _____ Plate _____ License # _____

IN CASE OF AN EMERGENCY, CONTACT:

Name _____ Phone Number _____ City _____ State _____ Zip _____

This application is subject to approval by the owners or agents and may be without cause disapproved by them. I authorize TenantSafe LLC to use any credit bureau or investigative agency to confirm the information contained herein, pertaining to my employment, credit history, prior tenancies, character, criminal record and to obtain a credit report and verify bank references, and to disclose such information to the owner/agent or representative in support of this application. I have completed this application and recognize that the truth of the information contained herein is essential.

APPLICANT'S SIGNATURE _____ DATE _____

I hereby authorize Kings Wood Owners' Corp. to release my credit profile to the landlord for which I am requesting apartment occupancy, the Corp's. Board of Directors, its Admissions Committee, Attorney, Accountant and Property Manager.

Applicant's Signature: _____ Date: _____



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VEHICLE REGISTRATION FORM

Please complete the Vehicle Registration Form below and return it to the Property Manager at 146-3B Church Street, Kings Park, with copies of the following information to receive a KWOC parking sticker. All residents' vehicles must be registered and have a parking sticker affixed to the window. Please Print Clearly

- Copy of Drivers License
- Registration & Insurance Declaration Page

Resident Name: _____

Shareholder's Name: _____

Unit # _____ Assigned Reserved Spot # _____

Make: _____ Model _____ Year: _____

Color _____ License Plate # _____

Resident Name: _____

Shareholder's Name: _____

Unit # _____ Assigned Reserved Spot # _____

Make: _____ Model _____ Year: _____

Color _____ License Plate # _____



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RESIDENT EMERGENCY CONTACT FORM

Apt. # _____

Reserved Parking Stall(s) _____

Resident #1 Name _____ e-mail: _____

Phones:

Home _____ Work _____ Cell _____

Resident #2 Name _____ e-mail: _____

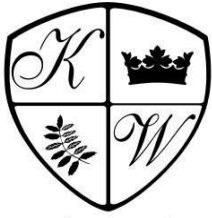
Home _____ Work _____ Cell _____

Primary Emergency Message Phone # _____

Emergency Contact Name _____

Home _____ Work _____ Cell _____

Other Emergency Contact: _____



Kings Wood Owners' Corp.

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INSURANCE REQUIREMENTS: Revised 5/1/14

10.02 Insurance:

Every shareholder must carry a separate insurance policy to cover the interior of the apartment including, but not limited to: personal property, liability and medical. A current copy must be submitted to the Kings Wood Property Office.

Each policy of insurance required by this section shall:

- a) insure **Kings Wood Owners' Corp. as an additional insured** on the General Liability;
- b) shall provide for a minimum of twenty (20) days written notice by the insurer to the Owner of cancellation, non-renewal or material change in coverage;
- c) shall be primary and non-contributory to any other insurance maintained by Kings Wood Owners' Corp.;
- d) shall provide for a waiver of subrogation in favor of Kings Wood Owners' Corp.

Required Minimum Coverage Limits:

- Liability Per Occurrence: \$300,000
- Employers Liability: \$300,000 (maids/caregivers)
- Workers' Comp included

Recommended Minimum Coverage Limits:

- Personal Property Protection: \$40,000 (depending on individuals' assets, ie. furniture, jewelry, paintings, appliances, carpeting, wall coverings, etc.)
- Medical Per Occurrence \$1,000
- Loss Assessment \$10,000
- Improvements & Betterments \$25,000

**KINGS WOOD OWNERS CORP.
COOPERATIVE APARTMENT SUBLEASE**

THIS SUBLEASE is made as of _____, 20____, between Landlord, the Sublessor a/k/a as Landlord, whose address is _____ Church Street, Kings Park, New York 11754, and you, the Sublessee a/k/a Tenant _____ whose address is _____.

1. APARTMENT AND USE

Landlord agrees to sublease to You, Apartment _____ - _____ on the _____ floor in the cooperative apartment building at _____ Church Street, Kings Park, New York 11754, County of Suffolk, State of New York (the "Building"), You shall use the Apartment for living purposes only. The Apartment may be occupied only by you and the following permitted occupants: _____.

You acknowledge that (i) this Sublease may not commence until the occupancy of the Apartment by you and the permitted occupants has been approved by the Board of Directors of Kings Wood Owner's Corp., the Apartment Corporation (hereinafter referred to as "Kings Wood"); and (ii) no other person other than you and the permitted occupants may reside in the Apartment without the prior written consent of the Landlord and Kings Wood. You will occupy the Apartment as a residence only and will not operate a business or conduct business out of the apartment.

2. TERM

The term of this Sublease will be one (1) year and will begin on _____, 20____ and will end on _____, 20____. If you do not do everything you agree to do in this Sublease, Landlord and/or Kings Wood, may have the right to end this Sublease before the ending date. If Landlord or Kings Wood does not do everything that they agree to do in this Sublease, you may have the right to end the sublease before the ending date. You acknowledge that the term of this Sublease may be reduced as authorized by Article 6.

3. RENT

- A. Your monthly rent for the Apartment is \$_____. You must pay Landlord the rent, in advance on the first day of each month either to Landlord at the above address or at another place that Landlord may inform you of by written notice. You must pay the first month's rent to Landlord when you sign this Sublease. If the Sublease begins on the first day of the month. If the Sublease begins after the first day of the month, you must pay when you sign this Sublease (i) the part of the rent from the beginning date of this Sublease until the last day of the month and (ii) the full rent for the next full calendar month.

- B. Any monthly rent not paid by the 5th of the month shall be deemed late and the tenant shall be obligated to pay to the Landlord a _____ (\$_____.00) Dollar late charge for each seven (7) day period or part thereof beyond said five (5) day period as additional rent. The rent is due on the first of the month and failure to pay same on or before said date shall be deemed a breach of this lease. If for any reason, except bank error, any check delivered to the Landlord by the Tenant is returned unpaid, tenant shall owe the sum of \$100.

4. COOPERATIVE DOCUMENTS

This Sublease shall be subject and subordinate to: (i) the Proprietary Lease for the Apartment between Kings Wood as lessor, and Landlord, as lessee; (ii) the House Rules; and (iii) the By-Laws of Kings Wood. (The Proprietary Lease, the Rules and Regulations and the By-Laws of Kings Wood and all amendments thereto, including any amendments subsequent to the date hereof, are collectively called the "Cooperative Documents.") In the event of any inconsistency between the provisions of this Sublease and the Cooperative Documents, the provisions of the Cooperative Documents shall govern and be binding. **By signing this document, you acknowledge receipt of a copy of the House Rules and agree to abide by them.**

You and the permitted occupants of the Apartment shall faithfully observe and comply with the Cooperative Documents, other than the provisions of the Cooperative Documents required to be performed by Landlord (which include the payment of rent for the Apartment to Kings Wood). You and the Permitted Occupants of the Apartment shall not undertake any action which, if performed by Landlord, would constitute a violation of the Cooperative Documents. You have reviewed the Cooperative Documents or waived their examination.

5. SECURITY DOCUMENTS

You are required to give Landlord the sum of \$_____ as a security deposit. Landlord will deposit the security in _____ bank at _____, New York. This security account shall not bear interest.

If you carry out all of your agreements in this Sublease and if you move out of the Apartment and return it to Landlord in the same condition it was in when you first occupied it, except for ordinary wear and tear or damage caused by fire or other casualty through no fault of your own, Landlord will return to you the full amount of your security deposit within 30 days after this Sublease ends. However, if you do not carry out all of your agreements in this Sublease, Landlord may keep all or part of your security deposit which is necessary to pay Landlord for any losses incurred, including missed payments.

6. APARTMENT CONDITIONS

- A. You acknowledge receiving the Apartment in good condition with all appliances working and no broken windows or doors.
- B. You will take good care of the Apartment and will not permit or do any damage to it except for damage which occurs through ordinary wear and tear. You will move out on or before the ending date of this Sublease and leave the Apartment in good order and in the same condition as it was when you first occupied it, except for ordinary wear and tear and damage caused by fire or other casualty through no fault of your own.
- C. When the Sublease ends, you must remove all of your movable property. You must also remove at your own expense any wall covering, bookcases, cabinets, mirrors, painted murals or any other installation or attachment you may have installed in the Apartment, even if it was done with Landlord's consent. If Kings Wood imposes any "move-out" deposits or fees, you shall pay any such deposit or fee when requested by Kings Wood. You must restore and repair to its original condition those portions of the Apartment affected by those installations and removals. You have not moved out until all persons, furniture and other property of yours is also out of the Apartment. If your property remains in the Apartment after the Sublease ends, Landlord may either treat you as still in occupancy and charge you for use, or may consider that you have given up the Apartment and any property remaining in the apartment. In this event, Landlord may either discard the property or store it at your expense. You agree to pay Landlord for all costs and expenses incurred in removing such property. The provisions of this article will continue to be in effect after the end of this Sublease.

7. PHYSICAL CHANGES AND ALTERATIONS TO APARTMENT

You cannot build in, add to, change or alter, the Apartment in any way, including wallpapering, painting, repainting or other decorating, without first obtaining the prior written consent of Landlord and, if required under the Proprietary Lease, Kings Wood. Without Landlord's and/or Kings Wood's prior written consent, you cannot install or use in the Apartment of the following: clothes washing or drying machines, garbage disposal units, heating, ventilating or air condition units or any other electrical equipment which, in Landlord's and/or Kings Wood's opinion, will overload the existing wiring installation in the Building or interfere with the use of such electrical wiring facilities by other tenants of the Building. Also, you cannot place in the Apartment water-filled furniture.

8. INSURANCE

The tenant shall procure and maintain, at its own cost and expense, during the entire term of this agreement, public liability insurance from an insurance company licensed to do business in the State of New York, which policy shall provide insurance coverage for bodily injury, death, or

property damage of not less than \$500,000.00 for each accident or occurrence. The policy shall name the tenant as the insured and Kings Wood Owner's Corp. and the landlord as additional insured and shall provide that the policy may not be canceled except upon 30 days notice to the Landlord. Tenant shall provide Landlord with an original insurance certificate within five (5) business days of the date of this lease, but in no event later than the date he intends to occupy the premises, evidencing compliance with this paragraph. In the event that Tenant fails to obtain said insurance policy, Landlord shall obtain an insurance policy and it shall be deemed as additional rent due and payable with the monthly rent next due.

9. YOUR DUTY TO OBEY AND COMPLY WITH LAWS, REGULATIONS AND RULES

- A. **GOVERNMENT LAWS AND ORDERS.** You will obey and comply (i) with all present and future city, state and federal laws and regulations which affect the Building or the Apartment, and (ii) with all orders and regulations of insurance rating organizations which affect the Apartment and the Building. You will not allow any windows in the Apartment to be cleaned from the outside, nor allow any work whatsoever to the interior or exterior of the Apartment, which requires the use of ladders or scaffolding, without the prior written consent of Kings Wood is obtained.
- B. **KINGS WOOD RULES AFFECTING YOU.** You will obey all of the Cooperative Documents other than the provisions of the Cooperative Documents required to be performed by the Landlord.
- C. **YOUR RESPONSIBILITY.** You are responsible for the behavior of yourself, the Permitted Occupants of the Apartment, your servants and people who are visiting you. You will reimburse Landlord as additional rent upon demand for the cost of all losses, damages, fines and reasonable legal expenses incurred by Landlord because you, the permitted occupants of the Apartment, servants, or people visiting the apartment have not obeyed government laws and order, the Cooperative Documents or this Sublease.

10. OBJECTIONABLE CONDUCT

You, the permitted occupants of the Apartment, servants or people visiting the Apartment will not engage in objectionable conduct in the Building. Objectionable conduct means behavior which makes or will make the Apartment or the Building less fit to live in for you or other occupants. It also means anything which interferes with the right of others to properly and peacefully enjoy their apartments, or causes conditions that are dangerous, hazardous, unsanitary and detrimental to other occupants of the Building. Objectionable conduct by you gives Landlord the right to end this Sublease.

11. NOTICE OF DEFECTS OR DANGEROUS CONDITION(S)

Neither the landlord nor Kings Wood shall be liable for damage or injury to person or property unless written notice of any defect or dangerous condition alleged to have caused such damage or injury shall have been given to the landlord a sufficient time before such occurrence to have reasonably enabled the landlord or Kings Wood to correct such defect or dangerous condition. Nothing herein contained shall impose any additional obligation on the landlord to make repairs.

12. LIABILITY

Except where caused by Landlord or Sublessor's affirmative act of negligence, they shall not be liable for injury or damage to person or property occurring on or within the premises or demised premises. Landlord and Kings Wood shall not be liable for any failure of the water supply, gas or electric service, or for any injury or damage to persons or property caused by gasoline, oil steam, or electricity or hurricane, tornado, flood, wind or similar storms or disturbance, or water, rain or snow which may leak or flow from the street, sewer, gas mains, or any sub-surface area or from any part of the building; or for any interference with light or air. Landlord/Sublessee shall not be responsible or liable to Tenant for any injury, death or damage resulting from acts or omissions of persons occupying any area of the premises or the demised premises, including common areas.

13. BREACHES OF LEASE, SUMMARY PROCEEDINGS

It is hereby expressly understood and agreed by and between the parties hereto, that the tenant shall not be entitled to any abatement of rent or rental value or diminution of rent in any action between the parties hereto or in any summary proceedings of the non-payment of rent and that in any action by the landlord for rent or additional rent and in any summary proceedings for nonpayment of rent the tenant shall not have the right to set-off, recoupment or counter-claim for any damages which the tenant may have sustained by reason of the landlord's failure to perform any of the terms, covenants and conditions contained in this lease on his part to be performed or for any other cause. Tenant further acknowledges that if Landlord or Kings Wood Owners Corp. are required to retain legal counsel in connection with a breach of this Lease, the House Rules or to bring an action to evict Tenant, then acknowledges that he/she shall be responsible to pay to Landlord and/or Kings Wood Owners Corp. legal fees, which are chargeable as additional rent. The tenant shall be relegated to an independent action for damages and such independent action shall not at any time be brought or consolidated with any action or proceeding instituted by the landlord.

14. ASSIGNMENT, SUBLETTING

- A. Assignment Subletting. You cannot assign this Sublease or sublet the Apartment.
- B. Abandonment. If you move out of the apartment (abandonment before the end of this Sublease without the consent of the Landlord) this Sublease will not be ended. You will remain responsible for each monthly payment of rent as it becomes due until the

end of this Sublease. In case of abandonment, your responsibility for rent will end if Landlord chooses to end this Sublease for default as provided in Article 15.

15. DEFAULT

- A. You default under the Sublease if you act in any of the following ways:
- (i) You fail to carry out any agreement or provision of this Sublease
 - (ii) You, a permitted occupant of the Apartment, servants or people visiting the Apartment behave in an objectionable manner
 - (iii) You, permitted occupants of the Apartment, servants or people visiting the Apartment violate any of the Cooperative Documents
 - (iv) You do not take possession or move into the apartment 15 days after the beginning of this Sublease; or
 - (v) You and the permitted occupants of the Apartment move out permanently before this Sublease ends.

If you default in any responsibility other than a default in the agreement to pay rent, Landlord may serve you with a written notice to stop or correct the specified default within 10 days. You must then either stop or correct the default within 10 days.

- B. If you do not stop or correct a default within 10 days, Landlord may give you a second written notice that this Sublease will end in 5 days after the date the second written notice is sent to you. At the end of the 5 day period, this Sublease will end, you then must move out of the Apartment. Even though this Sublease ends, you will remain liable to the Landlord for unpaid rent up to the end of this Sublease, the value of your occupancy, if any, after the Sublease ends, and damages caused to Landlord after that time.
- C. If you do not pay your rent when this Sublease requires after a demand for rent has been made or within 3 days after a statutory written demand for rent has been made, or if the Sublease ends, Landlord may do the following: (i) enter the Apartment and retake possession of it if you have moved out; (ii) go to Court and ask that you and all other occupants in the Apartment be compelled to move out.

Once this Sublease has been ended, whether because of default or otherwise, you give up any right you might otherwise have to reinstate this Sublease.

16. BILLS AND NOTICES

- A. Notices: Any notice from Landlord or Landlord's agent or attorney will be considered properly given to you if it is (i) in writing (ii) signed by or in the name of Landlord or Landlord's agent, and (iii) addressed to you at the Apartment and delivered to you personally or sent by registered or certified mail to you at the apartment. The date of service of any written notice by Landlord to you under this agreement is the date of delivery or mailing of such notice.

- B. Notices to Landlord. You must write it and deliver or send it by registered or certified mail to Landlord at the address noted on page 1 of this Sublease or at another address of which Landlord or Agent has given you written notice.

17. BROKER

You represent to the Landlord that you have/have not dealt with any real estate broker(s) in connection with the subleasing of the Apartment other than _____ and _____ is your real estate broker in connection with the subleasing of the Apartment. You will compensate such broker(s) in accordance with a separate agreement. You shall indemnify and hold Landlord harmless from any and all loss incurred by Landlord as a result of a breach of the foregoing representations.

18. LEAD PAINT DISCLOSURE

You and Landlord shall sign and complete the disclosure of information on lead based paint and/or lead based paint hazards annexed as a rider attached to this Sublease. You acknowledge receipt of the pamphlet "Protect Your Family from Lead in Your Home" prepared by the United States Environmental Protection Administration.

19. LANDLORDS DEFAULT TO KINGS WOOD

If (i) Landlord defaults in the payment to Kings Wood of rent or other charges payable under Landlord's Proprietary Lease for the apartment; (ii) Kings Wood notifies you of such default; and (iii) Kings Wood instructs you to pay the rent under this Sublease to Kings Wood, then you shall pay all future installments of rent payable under this Sublease to Kings Wood or until such time as Kings Wood advises that the Landlord's default has been cured. Landlord acknowledges that if you pay any installment of rent payable under this Sublease to Kings Wood as herein provided, you have satisfied your obligation to pay any such installment of rent to Landlord. Nothing contained in this Article shall suspend your obligation under this Sublease.

CONSENTED TO:

KINGS WOOD OWNERS CORP.

By: _____

Title: _____

ACKNOWLEDGED AND AGREED:

Sublessor/Landlord

Sublessee/Tenant

**DISCLOSURE FOR PRE-1978 HOUSING SALES DISCLOSURE OF INFORMATION
AND ACKNOWLEDGEMENT LEAD-BASED PAINT AND/OR LEAD-BASED
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 children may produce neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses particular risk to pregnant women. The sale of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase/occupancy.

Seller's Disclosure (Initial)

_____ (a) Presence of lead-based paint and/or lead-based paint hazards (check one below)

_____ Known lead-based paint hazards are present in the housing (explain):

_____ Seller/Landlord 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 below):

_____ Seller/Landlord 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):

_____ Seller/Landlord has no reports or records pertaining to lead-paint and/or lead-based paint hazards.

Purchaser's Acknowledgment (initial)

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

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

_____ (e) Purchaser/Tenant has received a 10 day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection of the presence of lead-based paint and/or leadbased paint hazards.

Agents Acknowledgement (initial)

_____ (f) Agent has informed the seller's obligation 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,

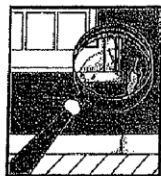
Dated: _____, 20____

_____, Seller/Landlord

_____, Seller/Landlord

_____, Purchaser/Tenant

Protect Your Family From Lead In Your Home



Protect Your Family From Lead in Your Home



U.S. EPA Washington DC 20460
U.S. CPSC Washington DC 20257

EPA743-R-94-001
May 1995

IMPORTANT!

Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children that seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips with lead in them.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.

Purchaser/Tenant Attachment:

Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

Many houses and apartments built before 1978 have paint that contains lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.

By 1996, federal law will require that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



LANDLORDS will have to disclose known information on lead-based paint hazards before leases take effect. Leases will include a federal form about lead-based paint.



SELLERS will have to disclose known information on lead-based paint hazards before selling a house. Sales contracts will include a federal form about lead-based paint in the building. Buyers will have up to 10 days to check for lead hazards.



RENOVATORS will have to give you this pamphlet before starting work.



IF YOU WANT MORE INFORMATION on these requirements, call the National Lead Information Clearinghouse at 1-800-424-LEAD.

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Lead Gets in the Body in Many Ways

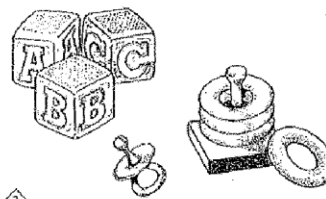
1 out of every 11 children in the United States has dangerous levels of lead in the blood-stream.

Even children who appear healthy can have dangerous levels of lead.

- People can get lead in their body if they:
 - Put their hands or other objects covered with lead dust in their mouths.
 - Eat paint chips or soil that contains lead.
 - Breathe in lead dust (especially during renovations that disturb painted surfaces).

Lead is even more dangerous to children than adults because:

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



Lead's Effects

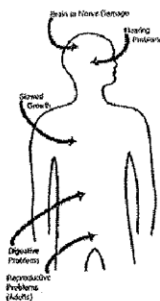
If not detected early, children with high levels of lead in their bodies can suffer from:

- Damage to the brain and nervous system
- Behavior and learning problems (such as hyperactivity)
- Slowed growth
- Hearing problems
- Headaches

Lead is also harmful to adults.

Adults can suffer from:

- Difficulties during pregnancy
- Other reproductive problems (in both men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain



Lead affects the body in many ways.

Checking Your Family for Lead

Get your children tested if you think your home has high levels of lead.

A simple blood test can detect high levels of lead. Blood tests are important for:

- Children who are 6 months to 1 year old (6 months if you live in an older home with cracking or peeling paint).
- Family members that you think might have high levels of lead.

If your child is older than 1 year, talk to your doctor about whether your child needs testing.

Your doctor or health center can do blood tests. They are inexpensive and sometimes free. Your doctor will explain what the test results mean. Treatment can range from changes in your diet to medication or a hospital stay.

Where Lead-Based Paint Is Found

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

Many homes built before 1978 have lead-based paint. The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- in homes in the city, country, or suburbs.
- in apartments, single-family homes, and both private and public housing.
- inside and outside of the house.
- 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.)

Where Lead Is Likely To Be a Hazard

Lead-based paint that is in good condition is usually not a hazard.

Peeling, chipping, chalking, or cracking lead-based paint is a hazard and needs immediate attention.

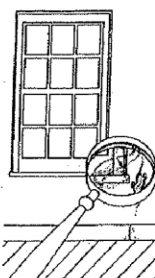
Lead-based paint may also be a hazard when found on surfaces that children can chew or that get a lot of wear-and-tear. These areas include:

- Windows and window sills.
- Doors and door frames.
- Stairs, railings, and banisters.
- Porches and fences.

Lead dust can form when lead-based paint is dry scraped, dry sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when people vacuum, sweep, or walk through it.

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. Call your state agency (see page 12) to find out about soil testing for lead.

Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards



Checking Your Home for Lead Hazards

Just knowing that a home has lead-based paint may not tell you if there is a hazard.

You can get your home checked for lead hazards in one of two ways, or both:

- A paint inspection tells you the lead content of every painted surface in your home. It won't tell you whether the paint is a hazard or how you should deal with it.
- A risk assessment tells you if there are any sources of serious lead exposure (such as peeling paint and lead dust). It also tells you what actions to take to address these hazards.

Have qualified professionals do the work. The federal government is writing standards for inspectors and risk assessors. Some states might already have standards in place. Call your state agency for help with locating qualified professionals in your area (see page 12).

Trained professionals use a range of methods when checking your home, including:

- Visual inspection of paint condition and location.
- Lab tests of paint samples.
- Surface dust tests.
- A portable x-ray fluorescence machine.

Home test kits for lead are available, but recent studies suggest that they are not always accurate. Consumers should not rely on these tests before doing renovations or to assure safety.



What You Can Do Now To Protect Your Family

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

- If you rent, notify your landlord of peeling or chipping paint.
- Clean up paint chips immediately.
- Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- Wash 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.
- 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 low-fat dairy products. Children with good diets absorb less lead.



Remodeling or Renovating a Home With Lead-Based Paint

Take precautions before you begin remodeling or renovations that disturb painted surfaces (such as scraping off paint or tearing out walls):

- Have the area tested for lead-based paint.
- Do not use a dry scraper, bell-sander, propane torch, or heat gun to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- Temporarily move your family (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- Follow other safety measures to reduce lead hazards. You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



If not conducted properly, certain types of renovations can release lead from paint and dust into the air.



How To Significantly Reduce Lead Hazards

Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

Always use a professional who is trained to remove lead hazards safely.



In addition to day-to-day cleaning and good nutrition:

- You can temporarily reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called "interim controls") are not permanent solutions and will need ongoing attention.
- To permanently remove lead hazards, you must hire a 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 enough.

Always hire a person with special training for correcting lead problems—someone who knows how to do this work safely and has the proper equipment to clean up thoroughly. If possible, hire a certified lead abatement contractor. Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Call your state agency (see page 12) for help with locating qualified contractors in your area and to see if financial assistance is available.

Other Sources of Lead



While paint, dust, and soil are the most common lead hazards, other lead sources also exist.

- Drinking water: Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:

- 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.

- The job: If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your clothes separately from the rest of your family's.



- Old painted toys and furniture.
- Food and liquids stored in lead crystal or lead-glazed pottery or porcelain.

- Lead smelters or other industries that release lead into the air.

- Hobbies that use lead, such as making pottery or stained glass, or refinishing furniture.

- Folk remedies that contain lead, such as "greta" and "azarcon" used to treat an upset stomach.



For More Information

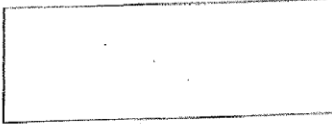
The National Lead Information Center
Call 1-800-LEAD-FYI to learn how to protect children from lead poisoning. For other information on lead hazards, call the center's clearinghouse at 1-800-424-LEAD. For the hearing impaired, call TDD 1-800-526-5456 (FAX: 202-659-1192). Internet: LINC@CHS.COM.

EPA's Safe Drinking Water Hotline
Call 1-800-426-4791 for information about lead in drinking water.

Consumer Product Safety Commission Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call 1-800-638-2772. (Internet: info@cpsc.gov). For the hearing impaired, call TDD 1-800-638-8270.

Local Sources of Information



State Health and Environmental Agencies

Some cities and states have their own rules for lead-based paint activities. Check with your state agency (listed below) to see if state or local laws apply to you. Most state 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.

State/Region	Phone Number	Missouri	(816) 526-4911
Alabama	(205) 242-5561	Montana	(406) 444-3671
Alaska	(907) 465-5152	Nebraska	(402) 471-2451
Arkansas	(501) 684-7534	Nevada	(702) 687-6315
Arizona	(602) 542-7307	New Hampshire	(603) 271-4587
California	(510) 450-2424	New Jersey	(609) 633-2018
Colorado	(303) 692-3012	New Mexico	(505) 841-8024
Connecticut	(203) 506-5808	New York	(800) 458-1158
Washington, DC	(202) 727-9850	North Carolina	(919) 715-3293
Delaware	(302) 739-4735	North Dakota	(701) 328-5166
Florida	(850) 486-3365	Ohio	(614) 666-1450
Georgia	(404) 657-6514	Oklahoma	(405) 271-5210
Hawaii	(808) 832-5560	Oregon	(503) 248-5219
Idaho	(208) 331-5514	Pennsylvania	(717) 782-2684
Illinois	(800) 545-2200	Rhode Island	(401) 277-8424
Indiana	(317) 362-6662	South Carolina	(803) 895-7945
Iowa	(800) 922-2026	South Dakota	(605) 773-3153
Kansas	(913) 296-0189	Tennessee	(615) 741-5661
Kentucky	(502) 566-2154	Texas	(512) 834-6600
Louisiana	(504) 765-0229	Utah	(801) 536-4000
Massachusetts	(603) 532-5571	Vermont	(802) 852-7231
Maryland	(410) 631-9859	Virginia	(800) 523-4039
Maine	(207) 287-4311	Washington	(206) 753-2550
Michigan	(313) 335-8885	West Virginia	(800) 558-2081
Minnesota	(612) 627-5498	Wisconsin	(608) 266-5855
Mississippi	(601) 969-7463	Wyoming	(307) 777-7391

EPA Regional Offices

Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

EPA Regional Offices

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
John F. Kennedy Federal Building
One Congress Street
Boston, MA 02203
(617) 555-3420

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)
Building 5
2690 Woodbridge Avenue
Edison, NJ 08837-9679
(608) 321-0571

Region 3 (Delaware, Washington DC, Maryland, Pennsylvania, Virginia, West Virginia)
841 Chestnut Building
Philadelphia, PA 19107
(215) 597-9800

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
365 Cowland Street, NE
Atlanta, GA 30365
(404) 367-4727

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
77 West Jackson Boulevard
Chicago, IL 60604-3599
(312) 896-6003

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
First Interstate Bank Tower
1445 Ross Avenue, 12th Floor, Suite 1200
Dallas, TX 75202-3233
(214) 645-7244

Region 7 (Iowa, Kansas, Missouri, Nebraska)
720 Minnesota Avenue
Kansas City, KS 66101
(816) 531-7000

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
505 Main Street, Suite 500
Denver, CO 80202-2405
(303) 239-1003

Region 9 (Arizona, California, Hawaii, Nevada)
78 Hawthorne Street
San Francisco, CA 94105
(415) 744-1124

Region 10 (Idaho, Oregon, Washington, Alaska)
1200 Sixth Avenue
Seattle, WA 98101
(206) 523-1200

CPSC Regional Offices

Eastern Regional Center
6 World Trade Center
Vesey Street, Room 510
New York, NY 10048
(212) 456-1012

Central Regional Center
230 South Dearborn Street
Room 2944
Chicago, IL 60604-1001
(312) 353-8260

Western Regional Center
600 Harrison Street, Room 245
San Francisco, CA 94107
(415) 744-2006

Simple Steps To Protect Your Family From Lead Hazards

If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, dry scraper, or dry sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.