



# Garthchester Realty Associates

[www.garthchester.com](http://www.garthchester.com)

440 Mamaroneck Avenue, Suite S-512  
Harrison, New York 10528  
(914) 725-3600 F - (914) 725-6453

98-20 Metropolitan Avenue, Suite 1  
Forest Hills, New York 11375  
(718) 544-0800

## **OGDEN TENANTS CORPORATION** **APPLICATION FOR SUBLET**

**Return to:** Ogden Tenants Corporation  
c/o Garthchester Realty  
440 Mamaroneck Avenue  
Suite S-512  
Harrison, NY 10528

### **INSTRUCTIONS**

1. Please complete all sections of the application. If a section is not applicable to you, so state.
2. The shareholder must provide one (1) collated copy of the following documents prior to the Board considering the application. Please note all bank account numbers and social security numbers will be redacted by the Management Company before your application is distributed to the board electronically.
  - a. fully completed application with all attached forms signed.
  - b. two (2) personal letters of reference and two (2) professional letters of reference for each applicant.
  - c. letter of reference from the proposed subtenant's present employer stating annual salary and length of employment.
  - d. letter of reference from the proposed subtenant's current landlord or managing agent.
  - e. fully executed sublease agreement, together with any riders thereto.
  - f. the fully executed Mandatory Rider to Sublease, signed by both the sub-landlord (shareholder) and the sub-tenant (included with this application package).
  - g. a certificate evidencing a renter's insurance policy as described in the Disclosures section of this application.
3. The application, documents and a non-refundable application fee, payable to **Garthchester Realty**, in the sum of Four Hundred Fifty (\$450.00) Dollars plus One Hundred Fifty (\$150.00) Dollars per person (for a credit and criminal background check) must accompany your application. These fees are non-refundable.
4. In addition to the fees in paragraph 3, checks payable to **Ogden Tenants Corporation** are required as follows: (1) the annual sublet fee from the shareholder as set forth in the Sublet Policy; and (2) a \$500 move-in / move-out security deposit from the proposed subtenant, to be placed in an interest-bearing escrow account.
5. The Board reserves the right to request additional information prior to considering your application.
6. By submitting this application for the Board's consideration, you are representing that all statements contained therein are true to the best of your knowledge and are authorizing the Board to verify all statements, including the Board obtaining a current credit report and a criminal background report in accordance with applicable law.

7. Where there is more than one applicant, the information requested is to be answered by all applicants.

8. The proposed subtenant(s) and all persons to reside at the residence will be required to attend a personal interview with the members of the Admissions Committee of the Board of Directors prior to the committee's moving on the application.

**\*NO APPLICATIONS ACCEPTED ON FRIDAYS AFTER 12PM.**

**OGDEN TENANTS CORPORATION**  
**SUBLET APPLICATION**

Unit Being Sublet: \_\_\_\_\_ Number of Shares: \_\_\_\_\_

**APPLICANT 1 (PROPOSED SUBTENANT)**

Applicant Name: \_\_\_\_\_

Applicant Current Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone \_\_\_\_\_ Cell Home Work (Circle One)

Phone \_\_\_\_\_ Cell Home Work (Circle One)

Current Residence (Check One)

Rent \_\_\_\_\_ Own \_\_\_\_\_ Other (Explain) \_\_\_\_\_

If Rent, Landlord Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Years at Current Address: \_\_\_\_\_

If less than 2 years, previous address:

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

**APPLICANT 2 (PROPOSED SUBTENANT)**

Applicant Name: \_\_\_\_\_

Applicant Current Address: \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Email Address: \_\_\_\_\_

Phone \_\_\_\_\_ Cell Home Work (Circle One)

Phone \_\_\_\_\_ Cell Home Work (Circle One)

Current Residence (Check One)

Rent \_\_\_\_\_ Own \_\_\_\_\_ Other (Explain) \_\_\_\_\_

If Rent, Landlord Name: \_\_\_\_\_ Phone #: \_\_\_\_\_

Years at Current Address: \_\_\_\_\_

If less than 2 years, previous address:

City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Number of People to Reside in Unit Being Sublet: \_\_\_\_\_

\_\_\_\_\_

List names and ages of each resident if under 18 years of age.

Name: \_\_\_\_\_ Age: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

\_\_\_\_\_

Name: \_\_\_\_\_ Age: \_\_\_\_\_

\_\_\_\_\_

Unless expressly waived by the Corporation's Board of Directors in writing, all individuals expected to occupy the apartment must be present at the time of the applicant's interview with the Board of Directors.

I have been given a copy of the House Rules and reviewed with me (to be signed at interview). I understand that the hours for moving, renovations and any work that requires noise is 9:00 am – 5:00 pm Monday through Friday excluding bank holidays.

I understand and agree (initial) \_\_\_\_\_

**CHECK OR MONEY ORDER PAYABLE TO GARTHCHESTER REALTY MUST ACCOMPANY APPLICATION FOR CREDIT AND CRIMINAL BACKGROUND EXAMINATION. THIS FEE IS NOT REFUNDABLE.**

**EMPLOYMENT DATA (Applicant 1)**

**(Applicant 1)**

Current Employer \_\_\_\_\_ Position/Title \_\_\_\_\_

Address: \_\_\_\_\_

Dates Employed: From \_\_\_\_\_ to \_\_\_\_\_ Current Salary \_\_\_\_\_

Phone # \_\_\_\_\_ Supervisor's Name \_\_\_\_\_

**COMPLETE IF EMPLOYED IN CURRENT POSITION FOR LESS THAN TWO (2) YEARS:**

Previous Employer \_\_\_\_\_ Position/Title \_\_\_\_\_

Address: \_\_\_\_\_

Dates Employed: From \_\_\_\_\_ to \_\_\_\_\_ Previous Salary \_\_\_\_\_

Phone # \_\_\_\_\_ Supervisor's Name \_\_\_\_\_

**EMPLOYMENT DATA (Applicant 2)**

**(Applicant 2)**

Current Employer \_\_\_\_\_ Position/Title \_\_\_\_\_

Address: \_\_\_\_\_

Dates Employed: From \_\_\_\_\_ to \_\_\_\_\_ Current Salary \_\_\_\_\_

Phone # \_\_\_\_\_ Supervisor's Name \_\_\_\_\_

**COMPLETE IF EMPLOYED IN CURRENT POSITION FOR LESS THAN TWO (2) YEARS:**

Previous Employer \_\_\_\_\_ Position/Title \_\_\_\_\_

Address: \_\_\_\_\_

Dates Employed: From \_\_\_\_\_ to \_\_\_\_\_ Previous Salary \_\_\_\_\_

Phone # \_\_\_\_\_ Supervisor's Name \_\_\_\_\_

**FINANCIAL DATA**

Source of down payment and settlement charges (if applicable):

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**THESE QUESTIONS APPLY TO ALL APPLICANTS**

*If a "yes" answer is given to a question in this column, explain on attached sheet.*

	<b>Applicant 1 (Yes / No)</b>	<b>Applicant 2 (Yes / No)</b>
Have you any outstanding judgements?		
In the last 7 years, have you been declared bankrupt?		
Have you property foreclosed upon or given title or deed in lieu thereof?		
Are you a co-maker or endorser on a note?		
Are you a party in a lawsuit?		
Are you obliged to pay alimony, child support, or separate maintenance?		

**GROSS MONTHLY INCOME**

ITEM	APPLICANT 1	APPLICANT 2	TOTAL
Base Income			
Overtime			
Bonuses			
Commissions			
Dividends/Interest			
Net Rental Income			
Other Income			
<b>TOTAL</b>			

**MONTHLY HOUSING EXPENSES**

ITEM	PRESENT	PROPOSED
Rent/Maintenance		
Bank Mortgage		
Other Financing		
Homeowners Insurance		
Real Estate Taxes	N/A	
Mortgage Insurance		
Co-op Assessments		
Other Misc. Housing Expense		
Total Monthly Payment		
Utilities		
<b>TOTAL</b>		

**CERTIFICATION OF ACCURACY AND DISCLOSURES**

I certify statements made in this application have been examined by me and to the best of my knowledge and belief are true, correct and complete. I have no objection to inquiries to any person or institution being made for the purpose of verifying the facts herein stated. I understand and accept that Ogden Tenants Corporation has the right to rely on information given herein, and in the event investigation proves any of the statements false, Ogden Tenants Corporation may reject this application, or if lease has been executed, may terminate same as if breach of lease had occurred.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**DO NOT WRITE BELOW THIS LINE**

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**Managing Agent Only:**

1. Date application received by Managing Agent: \_\_\_\_\_
2. Date application provided to Board of Directors: \_\_\_\_\_
3. Date of interview with Board of Directors: \_\_\_\_\_
4. Board of Directors Recommendation:     Approve     Reject

**AUTHORIZATION FOR THE RELEASE OF CONSUMER CREDIT REPORT  
AND CRIMINAL BACKGROUND CHECK**  
**INFORMATION TO THE FOLLOWING COMPANY OR CORPORATION**  
**ONE FORM PER APPLICANT**

I \_\_\_\_\_ hereby authorize Garthchester Realty and the agencies used by this company or corporation, the release of, and/or permission to obtain and review, full consumer credit report information and criminal background information from the credit reporting agencies, background screening agencies, and/or their vendors. Without exception this authorization shall supersede and retract any prior request or previous agreement to the contrary. Copies of this authorization, which show my signature, have been executed by me to be as valid as the original release signed by me.

Compliance by the Subscriber with all provisions of the Federal Fair Credit Reporting Act (Public Law 91-508, 15 U.S.C. Section 1681ET SEQ., 604-615) and the Consumer Credit Reporting Act (California Civil Code Sec. 1785.1-1785.34) or other jurisdictional requirements. Information will be requested only for the Subscriber's exclusive use, and the Subscriber will certify for each request the purpose for which the information is sought and that the information will be used for no other purposes.

**Notice Regarding Criminal Background Information**

Any criminal background inquiry will be conducted in accordance with the Westchester County Fair Housing Law (Chapter 700 of the Laws of Westchester County), the New York State Human Rights Law, New York Executive Law § 296(16), and Article 23-A of the New York Correction Law. The Corporation will not inquire about, or base any decision upon, an arrest or criminal accusation that did not result in a conviction, a record that has been sealed, vacated, or resolved in the applicant's favor, or a youthful-offender or juvenile-delinquency adjudication. Before denying this application on the basis of a prior criminal conviction, the Corporation will consider the factors set forth in Article 23-A of the New York Correction Law, including the time elapsed since the offense, the seriousness of the offense, any evidence of rehabilitation, and whether there is a direct relationship between the offense and the privilege of residing in the building. Upon request, the applicant will be provided with a copy of any consumer or background report obtained and a written statement of the reasons for any adverse decision.

**X BY WRITTEN AUTHORIZATION OF THE CONSUMER TO WHOM IT RELATES**

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Phone #: \_\_\_\_\_

\_\_\_\_\_

Current Address: \_\_\_\_\_

## **DISCLOSURES**

### **Move-in / Move-out Policies**

I understand that I must notify Garthchester Realty, in writing, at least ONE WEEK before any move. No moving will be permitted on weekends or holidays. Moves are only allowed Monday through Friday, 9:00 am – 5:00 pm, excluding legal holidays. I will coordinate all moves with Artie Guttilla by providing my move date in writing via email at Artie@garthchesterrealty.com.

I will notify the superintendent two days prior to my move. Ed Stripe can be reached at 914-337-1679.

### **Sublets – Move-in / Move-out Deposit**

All persons subletting a unit from a shareholder must remit a check in the amount of \$500 to Garthchester Realty, made payable to Ogden Tenants Corporation, to be applied as a move-in / move-out security deposit. This deposit will be placed in an interest-bearing escrow account. You will forfeit this deposit if you move out of the building without scheduling your move in advance and if it falls outside of the approved timing listed above.

My signature certifies that I have read the information above and agree.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **Proprietary Lease**

I certify that I have read the Proprietary Lease of Ogden Tenants Corporation and I will abide by all the rules and regulations as set forth. Specifically, any apartment construction and renovation plans will be submitted to the cooperative's managing agent for approval prior to commencement of any work.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

### **House Rules**

I certify that I have read the Ogden Tenants Corporation House Rules and do agree to abide by them to the "Letter of the Law." I understand that, with my approval to sublet a unit for my occupancy in the Ogden Tenants Corporation building at 100 Parkway Road, Bronxville, NY 10708 by the Interview Committee and Board of Directors, I will move in without any pets, and we will not acquire any pets after occupancy.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**DISCLOSURES (cont.)**

**Homeowners / Renters Insurance**

Effective September 1, 2010, all shareholders are required to carry homeowner’s insurance on their unit with the minimum liability coverage of \$200,000. Property insurance should include contents, improvements and betterments, loss assessment and replacement cost coverage. These coverage limits are up to the individual owner.

In addition to the shareholder policy, those shareholders who sublet their unit must require their tenant to carry a minimum renters policy which should include liability and personal property coverage. (Replacement cost on content is recommended.) Please contact your insurance agent to secure coverage and mail or fax (914-725-6453) a certificate of insurance to: Garthchester Realty Ltd., c/o Ogden Tenants Corporation, 440 Mamaroneck Avenue, Suite S-512, Harrison, NY 10528.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Sublet Policy**

I certify that I have read the Ogden Tenants Corporation Sublet Policy and agree to abide by them.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**For Sublet Applications**

Below please find a copy of paragraph 32(b) of your proprietary lease. You and your subtenant should read this paragraph and both parties must sign and date that it has been read and understood.

Shareholder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Subtenant Signature: \_\_\_\_\_ Date: \_\_\_\_\_

*(b) If the Lessee shall at any time sublet the apartment and shall default in the payment of any rent or additional rent, the Lessor may, at its option, so long as such default shall continue, demand and receive from the subtenant the rent due or becoming due from such subtenant to the Lessee, and apply the amount to pay sums due and to become due from the Lessee to the Lessor. Any payment by a subtenant to the Lessor shall constitute a discharge of the obligation of such subtenant to the Lessee, to the extent of the amount so paid. The acceptance of rent from any subtenant shall not be deemed a consent to or approval of any subletting or assignment by the Lessee, or a release or discharge of any of the obligations of the Lessee hereunder.*

**ONE CALL NOW – OGDEN TENANTS**

**Resident Contact Information Sheet**

1. Please enter contact information for up to two people per apartment in the space provided below. If you select more than one electronic communication method, you may receive messages on all methods selected.
2. For cell phones you must choose EITHER voice or text messages below. To receive text messages on your cell phone, send a text to 22300, then type the word ALERT (all CAPS) and hit Send. You will get a thank you message from ONE CALL NOW. (You must ALSO give us your cell phone number below so we can send you messages.)

**RESIDENT 1 – PLEASE PRINT ALL INFORMATION CLEARLY**

<b>RESIDENT 1</b>	
<b>Name (first and last):</b>	Apt #:
<b>Home Phone:</b>	<input type="checkbox"/> Check to receive phone announcements here
<b>Cell Phone via Voice Message:</b>	<input type="checkbox"/> Check to receive phone announcements here
<b>Cell Phone via Text Message:</b>	<input type="checkbox"/> Check to receive phone announcements here
<b>Email address:</b>	<input type="checkbox"/> Check to receive phone announcements here

**RESIDENT 2 – PLEASE PRINT ALL INFORMATION CLEARLY**

<b>RESIDENT 2</b>	
<b>Name (first and last):</b>	Apt #:
<b>Home Phone:</b>	<input type="checkbox"/> Check to receive phone announcements here
<b>Cell Phone via Voice Message:</b>	<input type="checkbox"/> Check to receive phone announcements here
<b>Cell Phone via Text Message:</b>	<input type="checkbox"/> Check to receive phone announcements here
<b>Email address:</b>	<input type="checkbox"/> Check to receive phone announcements here

## LEAD DISCLOSURE FORM

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

#### Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

#### Seller's Disclosure

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

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

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

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

(i) \_\_\_\_\_ Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

#### Purchaser's Acknowledgment (initial)

(c) \_\_\_\_\_ Purchaser has received copies of all information listed above.

(d) \_\_\_\_\_ Purchaser has received the pamphlet Protect Your Family from Lead in Your Home.

(e) Purchaser has (check (i) or (ii) below):

(i) \_\_\_\_\_ received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards; or

(ii) \_\_\_\_\_ waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

#### Agent's Acknowledgment (initial)

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

#### Certification of Accuracy

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

\_\_\_\_\_ Seller      Date \_\_\_\_\_ Seller      Date  
\_\_\_\_\_ Purchaser      Date \_\_\_\_\_ Purchaser      Date  
\_\_\_\_\_ Agent      Date \_\_\_\_\_ Agent      Date

*Note: The EPA pamphlet "Protect Your Family from Lead in Your Home" is included with this application package.*

## **NYS SMOKE ALARM UPGRADES AS OF APRIL 1, 2019**

Effective April 1, 2019, a new NY State law requires all NEW or REPLACEMENT smoke alarms in New York State to be powered by a 10-year, sealed, non-removable battery, or hardwired to the home. This does not affect your currently installed smoke alarms. You don't need to replace alarms that are currently in your home or apartment – but any that you replace need to be 10-year battery powered or hardwired. Important to note, smoke alarms have an estimated life of around 10 years before they become unreliable.

### **Breakdown of the new smoke alarm requirements**

According to NYS Law 399-ccc: "It shall be unlawful for any person or entity to distribute, sell, offer for sale, or import any battery-operated smoke detecting alarm device powered by a replaceable or removable battery not capable of powering such device for a minimum of ten years." Homeowners and landlords must upgrade their smoke alarms before selling or renting homes and apartments in New York State.

While these 10-year smoke alarms have a larger upfront cost than traditional alarms powered by replaceable batteries (approximately \$20 per unit) the lack of yearly battery changes makes them cheaper over the life of the device. As with ALL smoke alarms, manufacturers recommend that the 10-year sealed smoke alarms still be tested at least twice each year using the button on the front of the unit to ensure they are working properly.

### ***What about landlords and their rental properties?***

10-year sealed alarms offer security and convenience to landlords, who are legally required by New York State to provide smoke detectors in their rental properties. The tamper-proof design of these alarms prevents tenants from removing the batteries due to nuisance alarms, or to use the batteries for another purpose. The 10-year lifespan of these lithium batteries means fewer changes and fewer equipment updates. Overall, there is a lesser chance of equipment failure in the event of a fire.

## **OGDEN TENANTS CORPORATION HOUSE RULES**

### **Important Ogden House Hours**

- Move-in/move-outs: 9:00 a.m. and 5:00 p.m. weekdays (not including legal holidays)
- Construction/Renovation/Repairs/Installations Requiring Noise: 9:00 a.m. and 5:00 p.m. weekdays (not including legal holidays)
- Laundry Room: 7:00 a.m. to 10:00 p.m. daily and for shareholders only.

### **Public Areas**

1. The public areas of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building, and the fire towers shall not be obstructed in any way.
2. No loitering in the lobby and no playing in the public areas of the building.
3. No public area of the building shall be decorated or furnished by any Lessee in any manner without the prior consent of the Board of Directors.
4. No article (garbage, shoes, sneakers, boots, umbrellas, etc.) shall be placed in the halls or on the staircase landings or fire towers.
5. No bicycles, scooters, baby carriages or similar vehicles shall be allowed to stand in the public halls, lobby, passageways, courtyards or non-designated areas of the basement.
6. Nothing shall be hung, shaken or thrown (e.g., garbage, cigarette butts) from the doors, windows or fire escapes or placed upon the outside window sills (including air conditioners) or fire escapes of the building.
7. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building.
8. No radio or television aerial shall be attached to or hung from the exterior of the building or placed anywhere on the roof of the building.
9. No Lessee shall install any plantings on the fire escapes or roof.
10. Doormats shall not be used in the carpeted hallways – only on the tile floors.
11. No plantings, picnic equipment, including grills, lawn furniture, etc. will be permitted in the front or back yards of the building.
12. The use of the Lessee's water and electric facilities in the common and public areas in and outside of the building is prohibited.

### **Noise Ordinances**

13. 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 stereo, radio, television, loudspeaker or exercise equipment in such Lessee's apartment if the same shall disturb or annoy other occupants of the building.
14. 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 kitchens, bathrooms and closets.
15. No bird or animal shall be allowed in the building at any time.

## **Building Maintenance**

16. The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
17. Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the Lessor.
18. Toilets and other water apparatus in the building shall not be used for any purposes other than those for which they are constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the toilets. The cost of repairing any damage resulting from misuse of any toilets or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.
19. The agents of the Lessor, and any contractor or workmen 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. If the Lessor takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the Lessee.
20. No Lessee shall send any employee of the Lessor out of the building on any private business of a Lessee.
21. No group tour or showing of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the consent of the Board of Directors.
22. Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.
23. Complaints regarding the service of the building shall be made in writing to the managing agents of the Lessor.
24. Christmas trees must be bagged when removing them from Lessees' apartments.
25. All shareholders must have apartment insurance.
26. All shareholders must have smoke and carbon monoxide detectors as per New York State Law.
27. Any violation of the House Rules may result in a fine anywhere from \$50.00 to \$500.00.
28. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors.

*Revised November 7, 2018*

## SUBLET POLICY

1. A shareholder must have occupied the apartment for two years prior to requesting sublet approval. If a shareholder sublets the apartment for the initial maximum sublet period and returns to the apartment, the shareholder must occupy the apartment for three years prior to requesting a second or further sublet approval.
2. Sublet approval will be granted to a shareholder in good standing (i.e., no current or outstanding maintenance or fees due to the Corporation).
3. The grant of a shareholder sublet of their unit will be limited to a maximum of a 36 consecutive month period beginning on the day the tenant moves into the unit directly following the departure of the shareholder. Regardless if the unit is occupied for the full 36 consecutive months or if there are periods of vacancy, the 36 consecutive month period will commence on the date of the tenant occupying the unit directly following the shareholder departure. At the conclusion of the 36 consecutive months of subletting (as defined by a calendar period) and beginning on the date of the tenant sublet, the shareholder must either move back into or sell the unit. No further subletting requests will be granted directly following that 36-month subletting period.
4. The sublease terms between the shareholder and Ogden Tenants Corporation will be granted on a year-to-year basis. After each 12-month period of maintaining a sublet, it is the responsibility of the shareholder to receive formal permission from the governing board to extend the sublease for another period. Multiple year leases will not be permitted, as to protect the corporation from any level of shareholder/tenant delinquency. The Board reserves the right to deny occupancy of an existing tenant after said 12-month period based on majority vote.
5. It is management's responsibility to contact the shareholder 90 days prior to the expiration of the existing shareholder/tenant lease to request a formal letter from the shareholder requesting a sublet extension. All sublet requests will be reviewed by the board on a case-by-case basis and the board reserves the right to deny any sublet request with a majority vote.
6. After the 36 consecutive month sublet period has elapsed, the shareholder must once again reside in their unit for a period of three consecutive years (36 consecutive months). After the 36 consecutive month shareholder residency period, the shareholder will once again have the option to sublet their unit for another three-consecutive-year (36 consecutive month) period. Should the shareholder choose to leave the unit vacant for any period, that time will not be eligible for accrued time towards the ability to sublet the unit. The 36 consecutive month period will begin on the day the shareholder moves back into the unit.
7. When 20% (8 apartments) is reached, a waiting list will be set up and shareholders on the list will be contacted on a first-come, first-served basis, as availability occurs.
8. A fee of one month of the shareholder's monthly maintenance will be payable by the shareholder on application for sublet approval, payable for each sublet year. If the applicant is rejected, the payment will be returned to the shareholder.
9. Shareholders are required to send a written request for sublet approval to the Board(through Management). A sublet applicant must go through the same application procedure as a purchaser.

Effective 10/20/2011

**MANDATORY RIDER TO SUBLEASE**

BETWEEN \_\_\_\_\_, as SUB-LANDLORD,  
AND \_\_\_\_\_, as SUB-TENANT,  
FOR CO-OP APT. \_\_\_\_\_ (THE "APARTMENT"), 100 PARKWAY ROAD, BRONXVILLE, NY 10708

- A. If there is a conflict between the terms and provisions of this Mandatory Rider and the sublease agreement or any other rider to which it is annexed, the provisions of this Mandatory Rider will govern and predominate. The sublease and all riders shall be referred to as the "Sublease."
- B. Sub-Tenant agrees that it will comply in all respects with the House Rules, Proprietary Lease and By-laws (the "Governing Documents") of Ogden Tenants Corporation (the "Co-op"). Sub-Tenant acknowledges having read and understood the House Rules.
- C. Smoking in the Apartment is strictly prohibited. No person shall smoke in the Apartment nor permit smoking by any occupant, agent, tenant, invitee, guest, or family member. The term "smoking" includes carrying, burning, or otherwise handling or controlling any lit, smoldering, or electronic product containing tobacco, cloves or similar substance, and marijuana or other cannabis product, including but not limited to cigarettes, e-cigarettes, vaping devices, cigars, or pipes.
- D. If the Sublease provides for a renewal or extension option, the parties understand and acknowledge that such option may not be exercised or granted without the express written consent of the Co-op's Board of Directors.
- E. The parties acknowledge and understand that if Sub-Tenant's occupancy is objectionable in any respect relating to the Sublease or the Governing Documents, in the sole discretion of Co-op's Board of Directors (the "Board"), Sub-Landlord shall, at its own cost and expense, serve a Notice to Cure upon Sub-Tenant. If the Sub-Tenant does not thereafter timely cure such default, Sub-Landlord shall at its own cost and expense take all appropriate and lawful steps to terminate Sub-Tenant's tenancy, including but not limited to commencing and prosecuting an eviction proceeding against Sub-Tenant in the Housing Court.
- F. The parties acknowledge and understand that if the Co-op, in its sole discretion, determines that Sub-Tenant's occupancy is objectionable in any respect as provided in the Sublease or the Governing Documents, the Co-op may impose fines for which Sub-Tenant and Sub-Landlord agree to be jointly and severally liable.
- G. The parties agree that if Sub-Tenant is in violation of any term or provision of the Sublease or the Governing Documents, and Sub-Landlord has not taken all appropriate steps to cause Sub-Tenant to cure such violation, and the violation continues, the Board and its managing agent are authorized to act on behalf of Sub-Landlord to take any and all reasonable steps, at Sub-Landlord's sole cost and expense, including but not limited to attorneys' fees, to cure such violation, if necessary terminate this Sublease, and to take all actions including without limitation commencing and prosecuting any actions or proceedings to remove Sub-Tenant from the Apartment.

**SUB-LANDLORD:**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_

**SUB-TENANT:**

\_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date: \_\_\_\_\_