



New York State  
DEPARTMENT OF STATE  
Division of Licensing Services  
P.O. Box 22001  
Albany, NY 12201-2001

Customer Service: (518) 474-4429  
www.dos.state.ny.us

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## **New York State Disclosure Form for Landlord and Tenant**

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### **THIS IS NOT A CONTRACT**

*New York State law requires real estate licensees who are acting as agents of landlords and tenants of real property to advise the potential landlords and tenants with whom they work of the nature of their agency relationship and the rights and obligations it creates. This disclosure will help you to make informed choices about your relationship with the real estate broker and its sales agents.*

*Throughout the transaction you may receive more than one disclosure form. The law may require each agent assisting in the transaction to present you with this disclosure form. A real estate agent is a person qualified to advise about real estate.*

*If you need legal, tax or other advice, consult with a professional in that field.*

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## **Disclosure Regarding Real Estate Agency Relationships**

### **Landlord's Agent**

A landlord's agent is an agent who is engaged by a landlord to represent the landlord's interest. The landlord's agent does this by securing a tenant for the landlord's apartment or house at a rent and on terms acceptable to the landlord. A landlord's agent has, without limitation, the following fiduciary duties to the landlord: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A landlord's agent does not represent the interests of the tenant. The obligations of a landlord's agent are also subject to any specific provisions set forth in an agreement between the agent and the landlord. In dealings with the tenant, a landlord's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the value or desirability of property, except as otherwise provided by law.

### **Tenant's Agent**

A tenant's agent is an agent who is engaged by a tenant to represent the tenant's interest. The tenant's agent does this by negotiating the rental or lease of an apartment or house at a rent and on terms acceptable to the tenant. A tenant's agent has, without limitation, the following fiduciary duties to the tenant: reasonable care, undivided loyalty, confidentiality, full disclosure, obedience and duty to account. A tenant's agent does not represent the interest of the landlord. The obligations of a tenant's agent are also subject to any specific provisions set forth in an agreement between the agent and the tenant. In dealings with the landlord, a tenant's agent should (a) exercise reasonable skill and care in performance of the agent's duties; (b) deal honestly, fairly and in good faith; and (c) disclose all facts known to the agent materially affecting the tenant's ability and/or willingness to perform a contract to rent or lease landlord's property that are not consistent with the agent's fiduciary duties to the tenant.

### **Broker's Agents**

A broker's agent is an agent that cooperates or is engaged by a listing agent or a tenant's agent (but does not work for the same firm as the listing agent or tenant's agent) to assist the listing agent or tenant's agent in locating a property to rent or lease for the listing agent's landlord or the tenant agent's tenant. The broker's agent does not have a direct relationship with the tenant or landlord and the tenant or landlord can not provide instructions or direction directly to the broker's agent. The tenant and the landlord therefore do not have vicarious liability for the acts of the broker's agent. The listing agent or tenant's agent do provide direction and instruction to the broker's agent and therefore the listing agent or tenant's agent will have liability for the acts of the broker's agent.

### **Dual Agent**

A real estate broker may represent both the tenant and the landlord if both the tenant and landlord give their in-

formed consent in writing. In such a dual agency situation, the agent will not be able to provide the full range of fiduciary duties to the landlord and the tenant. The obligations of an agent are also subject to any specific provisions set forth in an agreement between the agent, and the tenant and landlord. An agent acting as a dual agent must explain carefully to both the landlord and tenant that the agent is acting for the other party as well. The agent should also explain the possible effects of dual representation, including that by consenting to the dual agency relationship the landlord and tenant are giving up their right to undivided loyalty. A landlord and tenant should carefully consider the possible consequences of a dual agency relationship before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency by indicating the same on this form.

### Dual Agent with Designated Sales Agents

If the tenant and the landlord provide their informed consent in writing, the principals and the real estate broker who represents both parties as a dual agent may designate

a sales agent to represent the tenant and another sales agent to represent the landlord. A sales agent works under the supervision of the real estate broker. With the informed consent in writing of the tenant and the landlord, the designated sales agent for the tenant will function as the tenant's agent representing the interests of and advocating on behalf of the tenant and the designated sales agent for the landlord will function as the landlord's agent representing the interests of and advocating on behalf of the landlord in the negotiations between the tenant and the landlord. A designated sales agent cannot provide the full range of fiduciary duties to the landlord or tenant. The designated sales agent must explain that like the dual agent under whose supervision they function, they cannot provide undivided loyalty. A landlord or tenant should carefully consider the possible consequences of a dual agency relationship with designated sales agents before agreeing to such representation. A landlord or tenant may provide advance informed consent to dual agency with designated sales agents by indicating the same on this form.

This form was provided to me by Lillian Lin (print name of licensee) of PLS International LLC (print name of company, firm or brokerage), a licensed real estate broker acting in the interest of the:

Landlord as a (check relationship below)

Tenant as a (check relationship below)

Landlord's agent

Tenant's agent

Broker's agent

Broker's agent

Dual agent

Dual agent with designated sales agent

For advance informed consent to either dual agency or dual agency with designated sales agents complete section below:

Advance informed consent dual agency

Advance informed consent to dual agency with designated sales agents

If dual agent with designated sales agents is indicated above: \_\_\_\_\_ is appointed to represent the tenant; and \_\_\_\_\_ is appointed to represent the seller in this transaction.

(I) (We) \_\_\_\_\_ acknowledge receipt of a copy of this disclosure

form: signature of {  } Landlord(s) and/or {  } Tenant(s):

X

X

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

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



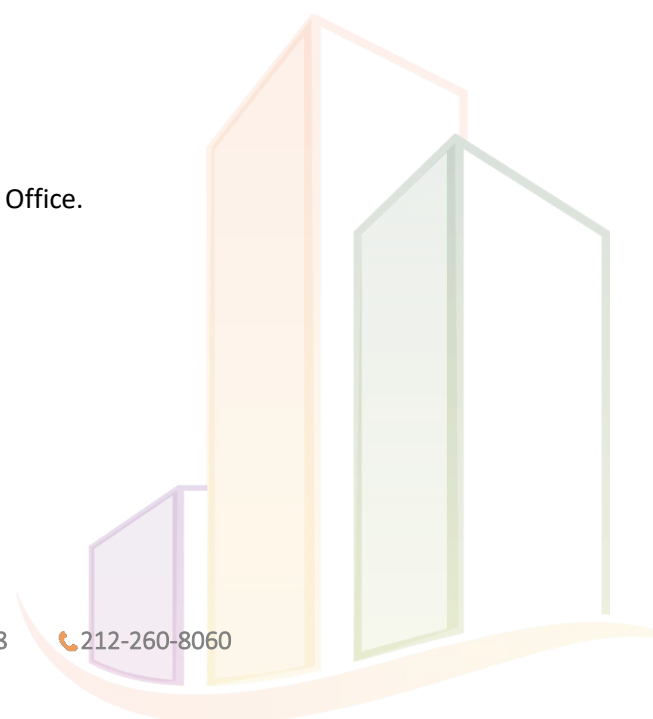
## IMPORTANT INFORMATION REGARDING YOUR SOCIAL SECURITY NUMBER AND BANK ACCOUNT NUMBERS

### PROTECTING YOUR PRIVACY

In order to protect your privacy please remove/blackout social security numbers and bank account numbers from all **COPIES** (the original package must still contain these numbers) of the financial documents.

- Application
- Financials
- Tax returns
- Bank statements
- Brokerage statements

Should you have any questions, please contact the Management Office.





**REQUIREMENTS TO SUBLEASE AN APARTMENT AT  
304-324 OWNERS CORP.  
304-324 EAST 41ST STREET  
NEW YORK, NEW YORK 10017**

**PLEASE SUBMIT ONE (1) ORIGINAL SET OF:**

1. Acknowledgement pertaining to bank's consent to sublease apartment, (enclosed) if applicable.
2. A completed sublease application (enclosed)
3. Executed house rules acknowledgement. A copy of the house rules are enclosed for informational purposes
4. Financial statement (enclosed)
5. Window guard form
6. Fully executed sublease agreement (must use Blumberg Form P-193)
7. **An original letter from employer stating position held, length of time employed, and salary or Letter of Financial reference from Certified Public Accountant if self-employed.**
8. **Copy of most recent bank statement**
9. **Complete signed Income Tax return and W2 forms for last year, if self- employed include 1099 forms and past two (2) years tax returns**
10. **Clear and legible copy of current driver's license or passport**
11. Pet Rider (enclosed).
12. Applicant's Release Form (enclosed)
13. Lead-based Paint/hazards Disclosure Statement [two originals]
14. Lead Based Paint Disclosure Forms (enclosed): The disclosure documents must be completed in their entirety and submitted for review with the Board Package. The Board package will not be sent to the Board of Directors for review unless the Lead Base Paint Disclosure documents are included. No Exceptions will be made. Enclosed is a summary of the Lead Based Paint Disclosure Information.

**Please note: Pets are not permitted.**

**FEEES FOR SHAREHOLDER:**

**CHECKS MUST BE ISSUED SEPARATELY AND MUST BE CERTIFIED, ATTORNEY'S ESCROW, BANK CHECKS OR MONEY ORDERS.**

Sublease Fee to Corporation: Ten percent (10%) surcharge of the monthly maintenance will be added to the monthly maintenance bill of the shareholder of the subleased apartment. The surcharge will be imposed for the term of the sublease.

**Page Two**  
**Sublease Requirements**  
**304-324 East 41<sup>st</sup> Street**

**FEES FOR SUBTENANT:**

**ALL CHECKS MUST BE ISSUED SEPARATELY AND MUST BE CERTIFIED, ATTORNEY'S ESCROW, BANK CHECKS OR MONEY ORDERS.**

- 1. Check payable to REM Residential, in the amount of \$250.00 representing the non-refundable processing fee and an additional \$100.00 for the Credit report.**
- 2. Move in/Move out Fee as follows:**

**Studios: \$500.00**

**One Bedroom: \$1,000.00**

**Lara**

**If you have any questions regarding your application, please contact Lara Lapysh at 212- 260- 8060 or by email at [Lara@remny.com](mailto:Lara@remny.com)**

**Attn: Lara Lapysh**  
**REM Residential**  
**8 West 36th Street 8th Floor New York, NY 10018**

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

Board of Directors  
304-324 Owners Corp.  
304-324 East 41st Street  
New York, New York 10017

Re: 304-324 East 4pt Street -Apartment No.: \_\_\_\_\_

Dear Sirs and Madams:

The undersigned hereby represents that he/she/they have notified his/her/their lender of the proposed sublet and have received the appropriate approval as outlined in paragraph 2 section (a) of the recognition agreement. The undersigned indemnifies and holds harmless 304-324 Owners Corp. and REM Residential. as an agent and its successors and/or assigns for its failure to have **given** such notification and or to have obtained such consent.

\_\_\_\_\_  
Print

\_\_\_\_\_  
Signature

\_\_\_\_\_  
**Print**

\_\_\_\_\_  
Signature

## ***SUBLET APPLICATION***

Address of Sublet:			Apartment Number:		Monthly Sublease Rent:	
Subtenant's Name:						
Social Security#:		Date of Birth:		Home Phone:		
Drivers License #:						
Present Address:				Monthly Rent:		
				Utilities Included: (Y) or (N)		
Landlord's Name:				Years at Address:		
Landlord's Address:				Landlord's Phone:		
<i>Previous Residency Information</i>						
Address:				Monthly Rent:		
				Utilities Included: (Y) or (N)		
Landlord's Name:				Years at Address:		
Landlord's Address:				Landlord's Phone:		
Has a Landlord ever sued you for non-payment of rent or repossession? (Y) or (N)						
<b>Banking Institution:</b>						
Address:				TeL Number:		
<b>Savin Account #:</b> <b>Checking Account #:</b>						

<i>Subtenant's Employment History</i>		
Present Employer:	Position:	Annual Salary:
Address:		Dates of Employment: From: / / To: / /
Supervisor's Name:		Telephone No.:
<b>Previous Employment Information</b> (if not at present position for at least one year)		
Employer:	Position:	Annual Salary:
Address:		Dates of Employment: From: / / To: / /
Supervisor's Name:		Telephone No.:
<b>OTHER INCOME:</b> \$	Source(s): (Aimoo, Assm, Intertst, C.Ud Support, Socbl Security, Unemployment, Veteram Supplement, etc.)	
Schools and Colleges attended by the applicant:		
Names of Residents in Building known by Applicant:		
Are pets to be maintained in the apartment? YES/NO If yes, number and type:		
<b>PROPOSED OCCUPANTS</b>		
<b>Name</b>	<b>Date of Birth</b>	<b>Relationship to Applicant</b> <b>Income(if Applicable)</b>

Are you now in the service or a dependent of anyone in the service? (Y) or (N)

I understand that this Sublet Application is made subject to the approval of the Board of Directors and/or their Managing Agent, and the application may be disapproved by the same without designating cause. I hereby authorize REM Residential to use any consumer reporting agency, credit bureau, or other investigative agencies employed by them to investigate the references herein and/or statements or other data obtained from me or from any other person pertaining to my employment history, credit, prior tenancies, character, general reputation, personal characteristics, 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 understand that I have the right, under Section 806B of the Fair Credit Reporting Act, to make a written request, within a reasonable time, for a complete and accurate disclosure of the nature and scope of any investigation. I hereby certify that all information provided herein is true and correct.

(Signature of Applicant)

(Date)



Name \_\_\_\_\_

Address \_\_\_\_\_

of the financial condition of the undersigned on the \_\_\_\_\_, the following is submitted as being a true and awaited statement day of \_\_\_\_\_

ALL IN ALL THE BLANKS, WRITING "NO" OR "NONE" WHERE NECESSARY TO COMPLETE THE INFORMATION.

ASSETS			LIABILITIES		
CASH IN BANKS			NOTES PAYABLE TO BANKS		
SAVINGS & LOAN SHARES			NOTES PAYABLE TO RELATIVES		
EARNST MONEY DEPOSITED			NOTES PAYABLE TO OTHERS		
BONDS & STOCKS (See Schedule)			INSTALLMENTS ACCOUNTS PAYABLE Automobile		
INVESTMENT IN a-NN BUSINESS			INSTALLMENT ACCOUITTS PAYABLE Other		
ACCOUITTS AND NOTES RECINABLE			OTHER ACCOUNTS PAYABLE		
REAL ESTATE OWNED (See Schedule)			MORTGAGES PAYABLE ON REAL ESTATE (See Sd1edule)		
AUTOMOBILES: Make _____ Year _____			UNPAID REAL ESTATE TAXES		
PERSONAL PROPERTY & FURNITURE			UNPAID INCOME TAXES		
LIFE INSURANCE (Cash Surrender Value)			CHATEL MORTGAGES		
OTHER ASSETS (Itemize)			LOANS ON LIFE INSURANCE POUQES (Indude Premium Advances)		
			OTHER DEBTS (Itemize)		
			TOTAL LIABIUTIES		
			NET WORTH		
TOTAL ASSETS			TOTAL UABIITIES & NET WORTtt		
SOURCE OF INCOME			PERSONAL INFORMATION		
BASE SALARY	\$		OCCUPATION OR TYPE OF BUSINESS		
OVERTIME WAGES	\$		EMPLOYER		
DMDENDS & INTEREST INCOME	\$		Position HELD	NUMBER OF YEARS	
REAL ESTATE INCOME (Net)	\$		PARTNER OR OFFICER IN ANY 01IIER VENTURE OR OTHER EMPLOY11'IENT		
APPUCANT INaIME	\$		CHILDREN (Ages)		
OTHER INOJME (Itemize)	\$		OTHER DEPENDENTS		
TOTAL	\$				
CONTINGENT LIABILITIES			GENERAL INFORMATION		
AS ENDORSER OR CO-MAKER ON NOTES	\$		PERSONAL BANK ACCOUNTS CARRIED AT:		
ALIMONY PAYMENTS (Annual)	\$		SAVINGS& LOAN ACCOUNT AT		
ARE YOU A DEFENDANT IN PNY LEGAL ACTION?			PURPOSE OF LOAN		
ARE THERE ANY UNSATISFJED J. JDGEMENTS?					
HAVE YOU EVER FILED FOR BANKRUPTCY? 0<PI.A1N:					

\_\_\_\_\_  
SIGNATURE

SCHEDULE OF BONDS AND STOCKS			
AMOUNT OR NO. SHARES	DESCRIPTION (Extend Valuation in Proper Columns)	MARKETABLE (Actual Market Value)	NON-MARKETABLE (Unsold Securities Estimated Value)

SCHEDULE OF REAL ESTATE				
DESCRIPTION AND LOCATION	COST	ACTUAL MARKET VALUE	MORTGAGE	
			AMOUNT DATE	MATURITY

SCHEDULE OF NOTES PAYABLE					
Specify assets collateral, indicating the liabilities they secure:					
TO WHOM PAYABLE	DATE	AMOUNT	DUE	INTEREST	ASSETS PLEDGED AS SECURITY

The foregoing statements and details pertaining thereto, both printed and written, have been carefully read and the undersigned hereby solemnly declares and certifies that same is a full and correct exhibit of my/our financial condition.

Date. \_\_\_\_\_ Signature. \_\_\_\_\_



**CONSENT FORM – DISCLOSURE OF INFORMATION**

**Applicant**

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

Date of Birth: \_\_\_\_\_ Social Security #: \_\_\_\_\_

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

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

**Co-Applicant**

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

Date of Birth: \_\_\_\_\_ Social Security #: \_\_\_\_\_

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

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

I hereby give consent for an investigative consumer report to be done on me for tenancy purposes. I hereby authorize, without reservation, any law enforcement agency, administrator, state agency, state repository, former employer, corporation, credit agency, educational institution, city, state, federal court, military institution, information service bureau, employer or insurance company contacted by REM Residential or Tenant Alert to furnish any and all information required. I do understand the investigation will include information from law enforcement agencies, state agencies and public records information, such as credit, social security, criminal, motor vehicle and workers' compensation in accordance with the American with Disabilities Act. This report will include information as to my character work habits, performance and experience, along with the reasons for termination of past employment from previous employers. This releases the aforesaid parties from any liability and responsibility for collecting the above information at any time.

According to the Fair Credit Reporting Act (Law 91-508) SS 606: A person may not procure or cause to be prepared an investigative consumer report on any consumer unless it is clearly and accurately disclosed to the consumers that an investigative consumer report including information as to his character, general reputation, personal characteristics and mode of living and employment history, whichever are applicable, may be made. I also understand that if I am denied tenancy because of the consumer investigation, it is my right to have the name of the agency or agencies disclosed to me within the time allowed.

This authorization, in original or copy form, shall be valid for this and any further reports or updates that may be requested.

Applicant's Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Co-Applicants Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Guarantor/Other Adult's Signature: \_\_\_\_\_ Date: \_\_\_\_\_



### Criminal Questionnaire

1. Have you ever been charged with, plead guilty to, or convicted of a crime other than a minor traffic infraction for which the penalty was only a fine of less than two hundred and fifty dollars?

No

Yes

If yes please explain \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. Have you ever been a plaintiff or defendant in prior suits other than matrimonial?

No

Yes

If yes please explain \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Print name: \_\_\_\_\_

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Co-Applicant

\_\_\_\_\_  
Date

To: All Residents  
From:  
Re: BUILDING LINK SYSTEM

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We are excited to advise you that in a few weeks we will be introducing a new online service into our building. The service is called "BuildingLink", and it will allow you to communicate with your building management online, through the web and through email. Some of the features it will offer you are:

- Submitting and tracking of any repair request
- Reading important notices and or building information
- Responding to surveys building management may post from time to time
- Reading and Posting to a shared bulletin board

In order for Building Link to work best for you, we need to input your email address. This will not be used for any solicitations, spam, etc. and will be accessed only by building staff and the BuildingLink program as needed. You will also have the option to suspend receiving notifications from the BuildingLink system if you so choose, although we think you will want to be kept up to date on building events that affect you.

In addition, this is a good time to update your contact and emergency contact information, which will also be stored in the BuildingLink database and accessed only by your building's staff and manager as needed.

*Please fill in your name, apartment# and email address, as well as the other information requested below. If you do not have an email address either at home or at work, write "None".*

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Apt#: \_\_\_\_\_

Occupant 1

Occupant 2

Occupant Name: \_\_\_\_\_

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

Home Phone#: \_\_\_\_\_

Work Phone#: \_\_\_\_\_

Cell Phone#: \_\_\_\_\_

Fax#: \_\_\_\_\_

Emergency  
Contact Name: \_\_\_\_\_

Emergency  
Contact Phone#: \_\_\_\_\_

**\*\*Please use separate columns for each occupant, since everyone will be provided with their own individual username and password when the system is active. You may use a second sheet if needed.\*\***



## Rules & Regulations Acknowledgement

RE: Unit: \_\_\_\_\_

I (we) \_\_\_\_\_ have received  
and read the Rules & Regulations and will abide by the rules set forth therein.

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Co-Applicant

\_\_\_\_\_  
Date

**304-324 Owners Corp.  
304-324 East 41<sup>st</sup> Street  
New York, NY 10017**

## **HOUSE RULES**

(1) The public halls and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartments in the Building.

(2) No client of any professional who has offices in the Building shall be permitted to wait in the lobby.

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

(4) No public hall of the Building shall be decorated or furnished by any Lessee in any manner without the prior consent of the Lessor.

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

(6) No article of clothing shall be placed in the halls or on the staircase landing or stairways, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the exterior window sills of the Building.

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

(8) No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Building, except such as shall be approved in writing by the Lessor or its managing agent

(9) No bicycles, or similar vehicles shall be allowed in a passenger elevator except a baby carriage or stroller. The above mentioned vehicles including baby carriages and strollers shall not be allowed to stand in the public passageways, public areas or stairways of the Building.

(10) Messengers and contractors shall use such means of ingress and egress as shall be designated by the Lessor or its managing agent.

(11) Large deliveries of every kind are to be brought through the service entrance of the Building and through the service elevator to the Apartments when such elevator is in operation unless the superintendent or managing agent authorizes otherwise.

(12) Trunks and heavy baggage shall be taken in or out of the Building through the service entrance unless the superintendent or managing agent authorizes otherwise.

(13) Garbage and refuse from the Apartments shall be disposed of only at such times and in such manner as the superintendent or the managing agent of the Building may direct. Separate memoranda will be issued by the managing agent as necessary.

(14) No Lessee shall send any employee of the Lessor out of the Building on any private business of a Lessee.

(15) Ordinary household pets may be kept or harbored in the Building. In no event shall dogs be permitted in elevators or in any of the public portions of the Building unless led on a leash. No pigeons or other birds or animals shall be fed from the window sills, terraces, balconies or in the yard, court spaces or other public portions of the Building, or on the sidewalk or street adjacent to the Building. Sub-lessees are not permitted to have dogs.

(16) No radio or television aerial or dish shall be attached to or hung from the exterior of the Building without the prior written approval of the Lessor or its managing agent.

(17) The Lessee shall use the available laundry facilities only upon such days and during such hours as may be designated by the Lessor or its managing agent.

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

(19) Unless expressly authorized by the Lessor, 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, pantries, bathrooms, closets and foyer.



(20) No group tour or exhibition of any Apartment or its contents shall be conducted, nor shall any auction sales be held in any Apartment without the consent of the Lessor or its managing agent.

(21) The Lessee shall keep the windows of the Apartment clean. In case of refusal or neglect of the Lessee during 10 days after notice in writing from the Lessor or its managing agent to clean the windows, such cleaning may be done by the Lessor, which shall have the right, by its officers or authorized agents, to enter the Apartment for the purpose and to charge the cost of such cleaning to the Lessee.

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

{23} Complaints regarding the service of the Building shall be made in writing to the managing agent of the Lessor.

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

(25) No Lessee shall install any plantings on the terrace, balcony or roof without the prior written approval of the Lessor. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. It shall be the responsibility of the Lessee to maintain the containers in good condition.

(26) The agents of the Lessor, and any contractor or maintenance person 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. This paragraph in no way limits the Lessor's legal right to enter an apartment.

(27) The Lessor may commence eviction proceedings and/or charge monetary fines and/or use any other lawful remedy for violation of these rules.

(28) These House Rules may be added to, amended or repealed **at any time** by the Lessor.

# MEMORANDUM

**TO:** ALL SHAREHOLDERS OF  
304-324 OWNERS CORP.

**FROM:** Lara Lapysh  
REM Residential

**RE:** SMOKING POLICY/ LOCAL LAW 147

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Local Law 147, enacted on August 28, 2017, requires all Class A multiple dwellings, which includes condominiums and cooperatives, to adopt and disclose a written smoking policy in effect no later than one year after enactment (i.e., by August 28, 2018). While Local Law 147 does not prohibit smoking within apartments, which would require an amendment of the Coop's proprietary lease, it requires the prohibition of smoking in all of the building's common areas.

The building's smoking policy is as follows:

*It is the smoking policy of the Lessor, 304-324 Owners Corp. In that smoking is prohibited in the common or public areas of the Building, including, hut not limited to, walkways, lobbies, hallways, elevators, and all indoor and outdoor common or public areas. No Lessee shall smoke, or permit smoking by any occupant, agent, employee, hire, tenant, invitee, contractor, guest, friend, or household or family member anywhere on the common areas of the Building. Smoking in violation of this policy shall constitute a nuisance in material violation of the terms and provisions of the Proprietary Lease and other governing documents, and may subject the violator to the imposition of fees and legal action. The term "smoking" shall include smoking, carrying, burning, or otherwise handling or controlling any lit or smoldering product containing tobacco, including hut not limited to cigarettes, cigars or pipes, or containing marijuana, and e-cigarettes of all types.*

Should there be any questions please do not hesitate to contact me at (212) 260-8060

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**Shareholders Emergency**  
**Notification Registration**

The information that is being requested from you on this form is extremely important. We will use this information to contact you in case of an emergency or if management needs access to your apartment to conduct immediate repairs (e.g., a leaky pipe in your apartment that is causing damage to the building). It is imperative that you fill out and return this form to our office immediately. Alternatively, you may leave it in an envelope with the doorman and our office will pick it up.

Thank you for your cooperation.  
REM Residential

---

Date: .....

Owner/Tenant 1: \_\_\_\_\_  
 Check one:

- D Resident Shareholder
- Non-resident Shareholder
- Tenant (non-shareholder)

Owner/Tenant 2: \_\_\_\_\_  
 Check one:

- Resident Shareholder
- Non-resident Shareholder
- Tenant (non-shareholder)

Apartment# \_\_\_\_\_  
 Home Tel.# \_\_\_\_\_  
 Employer: \_\_\_\_\_  
 Business Tel. # \_\_\_\_\_  
 Cell Phone # \_\_\_\_\_  
 \_\_\_\_\_  
 Email address: \_\_\_\_\_

If applicable:  
 Second Home Address:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Second Home Tel# \_\_\_\_\_

**In Case of Emergency, Please Contact:**

Name: \_\_\_\_\_  
 Relationship: \_\_\_\_\_  
 Home Tel.# \_\_\_\_\_  
 Business Tel.# \_\_\_\_\_  
 Cell Phone# \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Second Home # \_\_\_\_\_

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

Apartment# \_\_\_\_\_  
 Home Tel.# \_\_\_\_\_  
 Employer: \_\_\_\_\_  
 Business Tel. # \_\_\_\_\_  
 Cell Phone# \_\_\_\_\_  
 Email address: \_\_\_\_\_

If applicable:  
 Second Home Address:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Second Home Tel # \_\_\_\_\_

**In Case of Emergency, Please Contact:**

Name: \_\_\_\_\_  
 Relationship: \_\_\_\_\_  
 Home Tel.# \_\_\_\_\_  
 Business Tel. # \_\_\_\_\_  
 Cell Phone# \_\_\_\_\_  
 Email Address: \_\_\_\_\_  
 Second Home# \_\_\_\_\_

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



**Applicants' Release**

Re: Building Address; \_\_\_\_\_, \_\_\_\_\_  
— Apartment#: \_\_\_\_\_

The undersigned applicant(s) is (are) submitting an application to purchase/sublease the above-referenced apartment.

The applicant has submitted payment for certain fees including but not limited to fees to check the applicant's credit and to process this application.

Applicant acknowledges that the application to purchase/sublease the apartment may or may not be approved by the Board of Directors of the Cooperative Corporation owning the building in its sole discretion and that if the application is not approved, no reason for the disapproval needs to be given. Whether the application is approved or not approved certain costs and expenses will be incurred and the fees described above will not be refunded to the applicant(s).

The applicant releases both the cooperative corporation and the managing agent from any liability for the return of these funds incurred in processing the application, and agrees that in the event the applicant seeks recovery of such fees, the applicant shall be liable for all costs and expenses (including attorney's fees) incurred by the cooperative corporation and/or managing agent

\_\_\_\_\_  
Applicant

\_\_\_\_\_  
Applicant

• Date: \_\_\_\_\_

\_\_\_\_\_

**TO: ALL RESIDENTS**

**RE: NEW SPRINKLER LAW**

As part of the New York State Real Property Law, Article 7, Section 231-a, all residential leases must contain a conspicuous notice as to the existence or non-existence of a Sprinkler System in the Leased Premises. This law also requires that the existence or non-existence be stated in all sublet and resale forms for coop units, and in all condo sublet forms.

Due to the fact the construction of the buildings did **NOT** require sprinklers in the apartments as per the Department of Building's regulations, there are **NO** sprinklers in the apartments of this building.

A sample form is attached. Completed forms will be required as part of all resales and sublet packages and at all closings.

**THE REAL ESTATE BOARD OF NEW YORK, INC.  
SPRINKLER DISCLOSURE LEASE RIDER**

Pursuant to the New York State Real Property Law, Article 7, Section 231-a, effective December 3, 2014 all residential leases must contain a conspicuous notice as to the existence or non-existence of a Sprinkler System in the Leased Premises.

Name of tenant(s): \_\_\_\_\_

Lease Premises Address: \_\_\_\_\_

Apartment Number: \_\_\_\_\_ (the "Leased Premises")

Date of Lease: \_\_\_\_\_

**CHECK ONE:**

1.  There is **NO** Maintained and Operative Sprinkler System in the Leased Premises.
2.  There is a Maintained and Operative Sprinkler System in the Leased Premises.
  - A. Toe last date on which the Sprinkler System was maintained and inspected was on \_\_\_\_\_

**A "Sprinkler System"** is a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread (Executive Law of New York, Article 6-C, Section 155-a(S)).

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**Acknowledgment&. Signatures:**

I, the Tenant, have read the disclosure set forth above. I understand that this notice, as to the existence or non-existence of a Sprinkler System is being provided to me to help me make an informed decision about the Leased Premises in accordance with New York State Real Property Law Article 7, Section 231-a.

Tenant :      Name: \_\_\_\_\_  
                  Signature: \_\_\_\_\_ Date \_\_\_\_\_

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

Owner        Name: \_\_\_\_\_  
                  Signature \_\_\_\_\_ Date \_\_\_\_\_



THE CITY OF NEW YORK  
DEPARTMENT OF HEALTH

Michael R. Bloomberg Mayor  
Thomas R. Frieden, M.D., MPH  
Commissioner

## Notice to Tenant or Occupant

You are required by law to have window guards installed in all windows\* if a child 10 years of age or younger lives in your apartment.

Your landlord is required by law to install window guards in your apartment if a child 10 years of age or younger lives in your apartment.

OR

if you ask him to install window guards at any time (you need not give a reason).

It is a violation of law to refuse, interfere with installation, or remove window guards where required, or to fail to complete and return this form to your landlord. If this form is not returned promptly, an inspection by the landlord will follow.

### CHECK WHICHEVER APPLY:

CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

WINDOW GUARDS ARE INSTALLED IN ALL WINDOWS\*

NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT

WINDOW GUARDS ARE NOT INSTALLED IN ALL WINDOWS\*

I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

WINDOW GUARDS NEED MAINTENANCE OR REPAIR

WINDOW GUARDS DO NOT NEED MAINTENANCE OR REPAIR

Tenant's Name: \_\_\_\_\_  
(Print) (Address/Apt. No.)

Tenant's Name: \_\_\_\_\_ Date \_\_\_\_\_  
(Signature)

### RETURN THIS FORM TO:

REM Residential | 8 west 36th street 8th Floor |  
New York, NY 10018 Tel 212.260.8060  
| Fax 212.260.6922

**For Further Information Call:  
Window Falls Prevention (212) 260-8060**

\*Except windows giving access to fire escapes or a window on the first floor that is a required means of egress from the dwelling unit.



**TO BE COMPLETED BY SELLER AND PURCHASER**  
**Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards**

**Lead Warning Statement**

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

**Seller's Disclosure**

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

\_\_\_\_\_ (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 and initial appropriately):

\_\_\_\_\_ (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 Acknowledgement**

(initial in the appropriate space below)

(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 one below):

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

Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead paint hazards.

**Agent's Acknowledgement**

(initial in the appropriate space below)

(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: \_\_\_\_\_

\_\_\_\_\_  
Agent

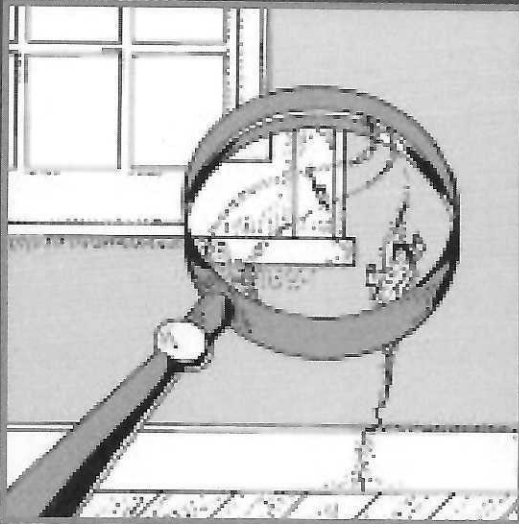
Date: \_\_\_\_\_

\_\_\_\_\_  
Purchaser

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

\_\_\_\_\_  
Purchaser

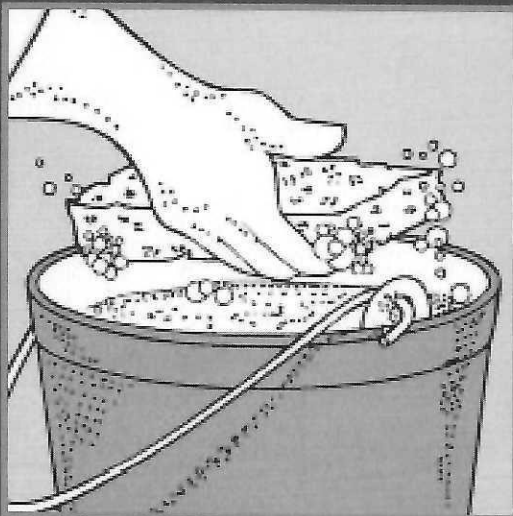
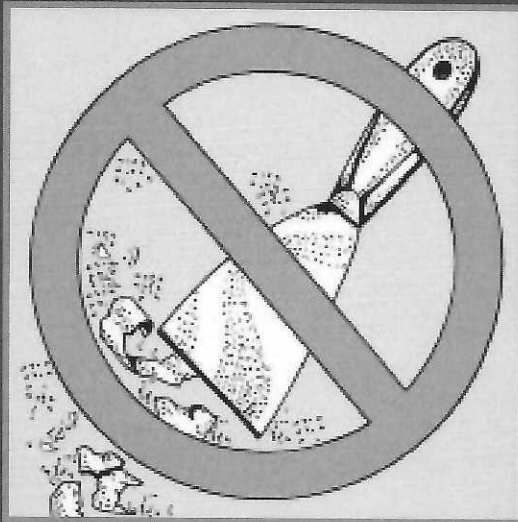
Date: \_\_\_\_\_



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# Protect Your Family From Lead in Your Home

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United States  
Environmental Protection  
Agency



United States Consumer  
Product Safety Commission

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U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207

EPA747-K-94-001  
May 1995

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

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**M**any 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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# 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.

## lead Gets in the Body in Many Ways

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

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

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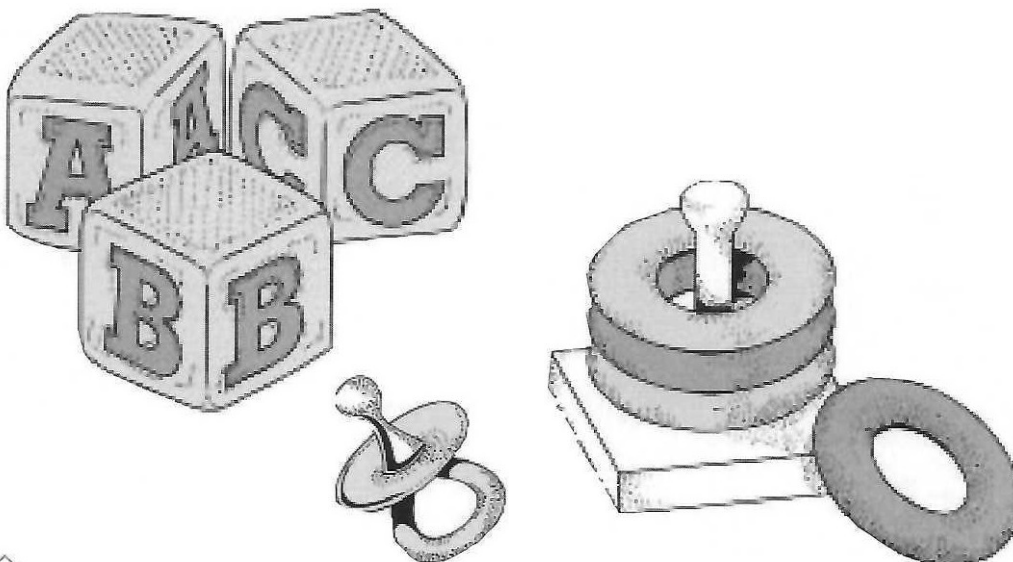
**People can get lead in their body if they:**

- ◆ 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.



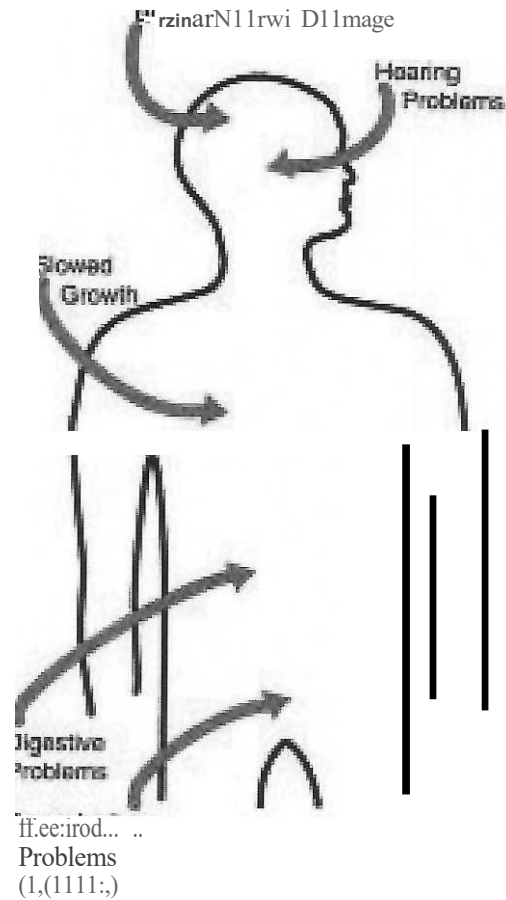
## Lead's Effects

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



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*Lead affects the body in many ways.*

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## Checking Your Family for Lead

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

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**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 s Found

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

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**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

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**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.

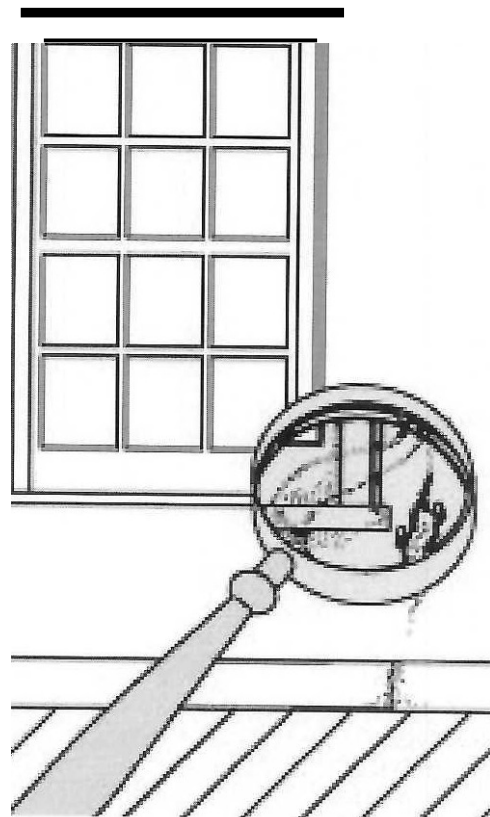
**Lead in soil** can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. Call your state agency (see page 12) to find out about soil testing for lead.



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

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# Checking Your Home for Lead Hazards

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

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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.

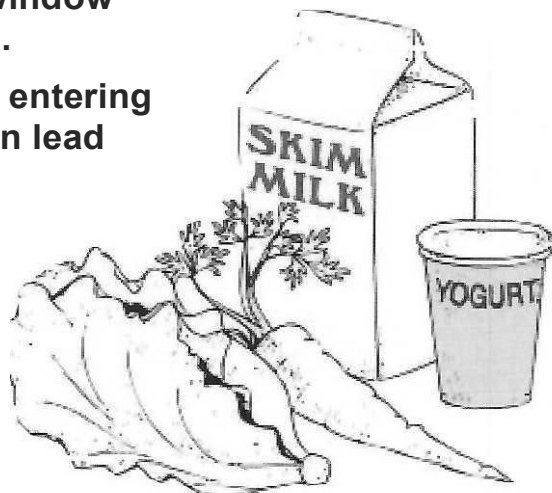


# What You Can Do Now To Protect Your Family

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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.



# How To S guanfaccine y Reduce Lead Hazards

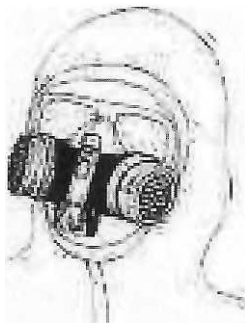
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**Removing lead imp operly can increase the hazard to your family by spreading even more lead dust around the !house.**

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

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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.

# Remodeling or Renovating a Home With Lead-Based Paint

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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, belt-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.



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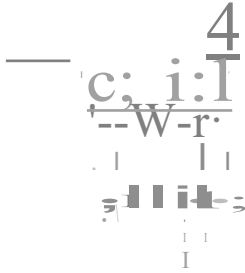
**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**

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## Other Sources of Lead

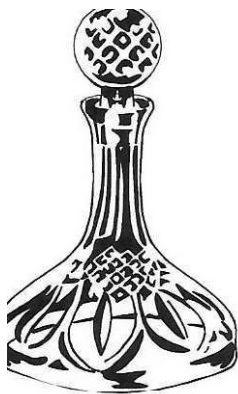
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*While paint, dust, and soil are the most common lead hazards, other lead sources also exist.*

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- ◆ **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

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### 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: **EHC@CAIS.COM**).



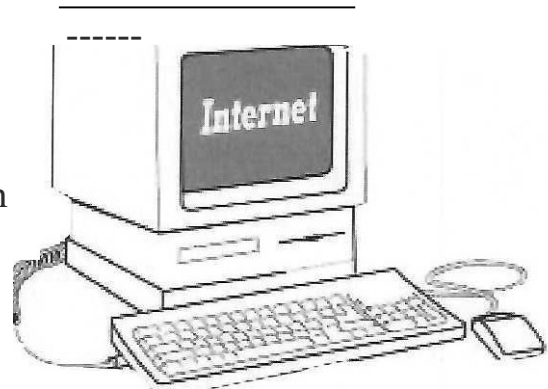
### EPA's Safe Drinking Water Hotline

Call **1-800-426-4 791** 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**. Oninternet: **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.

<b>State/Region</b>	<b>Phone Number</b>		
		Missouri	(314) 526-4911
Alabama	(205) 242-5661	Montana	(406) 444-3671
Alaska	(907) 465-5152	Nebraska	(402) 471-2451
Arkansas	(501) 661-2534	Nevada	(702) 687-6615
Arizona	(602) 542-7307	New Hampshire	(603) 271-4507
California	(510) 450-2424	New Jersey	(609) 633-2043
Colorado	(303) 692-3012	New Mexico	(505) 841-8024
Connecticut	(203) 566-5808	New York	(800) 458-1158
Washington, DC	(202) 727-9850	North Carolina	(919) 715-3293
Delaware	(302) 739-4735	North Dakota	(701) 328-5188
Florida	(904) 488-3385	Ohio	(614) 466-1450
Georgia	(404) 657-6514	Oklahoma	(405) 271-5220
Hawaii	(808) 832-5860	Oregon	(503) 248-5240
Idaho	(208) 332-5544	Pennsylvania	(717) 782-2884
Illinois	(800) 545-2200	Rhode Island	(401) 277-3424
Indiana	(317) 382-6662	South Carolina	(803) 935-7945
Iowa	(800) 972-2026	South Dakota	(605) 773-3153
Kansas	(913) 296-0189	Tennessee	(615) 741-5683
Kentucky	(502) 564-2154	Texas	(512) 834-6600
Louisiana	(504) 765-0219	Utah	(801) 536-4000
Massachusetts	(800) 532-9571	Vermont	(802) 863-7231
Maryland	(410) 631-3859	Virginia	(800) 523-4019
Maine	(207) 287-4311	Washington	(206) 753-2556
Michigan	(517) 335-8885	West Virginia	(304) 558-2981
Minnesota	(612) 627-5498	Wisconsin	(608) 266-5885
Mississippi	(601) 960-7463	Wyoming	(307) 777-7391

## EPA Regional Offices

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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) 565-3420

**Region 2** (New Jersey, New York, Puerto Rico, Virgin Islands)  
Building 5  
2890 Woodbridge Avenue  
Edison, NJ 08837-3679  
(908) 321-6671

**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)  
345 Courtland Street, NE  
Atlanta, GA 30365  
(404) 347-4727

**Region 5** (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)  
77 West Jackson Boulevard  
Chicago, IL 60604-3590  
(312) 886-6003

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)  
First Interstate Bank Tower  
1445 Ross Avenue, 12th Floor, Suite 1200  
Dallas, TX 75202-2733  
(214) 665-7244

**Region 7** (Iowa, Kansas, Missouri, Nebraska)  
726 Minnesota Avenue  
Kansas City, KS 66101  
(913) 551-7020

**Region 8** (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)  
999 18th Street, Suite 500  
Denver, CO 80202-2405  
(303) 293-1603

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

**Region 10** (Idaho, Oregon, Washington, Alaska)  
1200 Sixth Avenue  
Seattle, WA 98101  
(206) 553-1200

## CPSC Regional Offices

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**Eastern Regional Center**  
6 World Trade Center  
Vesey Street, Room 350  
New York, NY 10048  
(212) 466-1612

**Central Regional Center**  
230 South Dearborn Street  
Room 2944  
Chicago, IL 60604-1601  
(312) 353-8260

**Western Regional Center**  
600 Harrison Street, Room 245  
San Francisco, CA 94107  
(415) 744-2966



# 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
-

What Should YOU, the tenant do to make sure that your Child is protected from lead-based paint hazard?

- It is important that you



notify your landlord if a child under six years of age resides in or moves into the apartment.

- When you get the annual notice asking if there is a child under six years of age residing in your home, you should complete and return it to your landlord.
- Let your landlord into your apartment to inspect and repair lead-based paint hazards.
- Notify your landlord as soon as you see peeling paint, even if this happens after you have returned the annual notice, or your apartment was inspected, or the hazard was repaired previously by the landlord.
- If the person repairing a lead-based paint hazard is not following the safe work practices described in the Exclusive Interim Controls, call the New York City Department of Health Lead Poisoning Prevention Program, Lead Safe Abatement Unit at:

(212) 676-6355

How is the landlord expected to repair a lead-based paint hazard? If your landlord receives a lead-based paint hazard violation from HPD, or discovers lead-based paint hazards during an inspection, or if you tell your landlord about a lead-based paint hazard, your landlord must safely repair it using "Exclusive Interim Controls." The "Exclusive interim

Controls are safe work practices described on the inside of this brochure.

What is lead?

Lead is a poisonous metal. It is found in many places, especially in paint in homes built before 1960. It can also be in dust, water and soil.

Can lead affect your child's health? Yes. Lead is a poison. Too much lead in the body can cause a serious health risk to children. Lead poisoning can impair children's health, learning and behavior.

Most children who have elevated blood lead levels do not have symptoms. You must have your child tested to learn if your child is at risk for health problems related to lead poisoning.

How can Children get lead poisoning? Most commonly, lead-based paint is the cause of lead poisoning. It may be found in older homes in NYC (especially those built before 1960). When this paint peels, or when it rubs against another surface, it can break into paint chips or crumble into dust. Young children can swallow lead dust and paint chips when they put their fingers, toys, or pacifiers in their mouths. This non-hand to mouth behavior in children under six makes them more likely to get lead poisoned. Less commonly, lead that can cause lead poisoning also may be found in water, dirt (soil), traditional medicines, cosmetics, cans, pottery and as a by-product of some adult occupations and hobbies.

## Where to Get Help

Who can I call to report peeling paint violation?  
 Call the NYC Dept. of Housing Preservation & Development  
 (212) 960-4800  
 Who can I call to get my water tested for lead?

Call the NYC Dept. of Environmental Protection  
 (718) DEP-HELP  
 (718) 337-4357

Who can I call if the person repairing lead paint hazards is making a mess or to report unsafe work practices?  
 Use Exclusive Interim Controls when lead-based paint hazards are being repaired? An inspector will be sent to your home. The landlord or contractor may be issued a fine or an order to correct the violations if the inspector finds violations. **Your landlord cannot evict you for filing a peeling paint complaint or reporting unsafe work practices.**

Call the NYC Dept. of Health Lead Poisoning Prevention Program, Lead Abatement Safely Unit  
 (212) 676-6355

- If I have questions or concerns about this brochure, or
- If I want additional information on the lead safe abatement procedures in Section 173-4 of the Health Code, or
- for information on how and where to set my child screened, tested, diagnosed or treated, if necessary, for lead; or
- For information about lead poisoning

Call the NYC Dept. of Health Lead Poisoning Prevention Program Hotline  
 (212) BAN-LEAD  
 (212) 226-5323  
 or TDD (212) 442-1820

We're here to help you with any question you may have about lead poisoning, lead-based paint hazards, and safe work practices

(Exclusive Interim Controls) that must be used when repairing lead-based paint hazards. Call us!



## !Guide to New York City Local Law 38 of 1999

### Keeping Your Home Safe From Lead-Based Paint Hazards

This guide outlines important changes to a New York City law to protect children under six years of age from becoming lead poisoned as a result of exposure to lead-based paint hazards in their homes.

It includes a summary of your rights and obligations as a tenant and your landlord's duties under the law.



- Adjust any painted doors or windows so that they do not stick and cause paint to peel or chip when opened or closed. The safe work practices (Exclusive Interim Controls) described in this brochure must be followed if a child under six years of age resides in your home.
- Correct any lead-based paint violations issued by the Department of Housing Preservation and Development (HPD) using safe work practices (described in the exclusive Interim Controls section of this brochure.)

What is a lead-based paint hazard? If you reside in a multiple dwelling (three or more apartments) built before 1960, in which a child under six years of age resides, a lead-based paint hazard under City law is:

- Peeling (chipped, cracking or deteriorated) paint
- Paint on a subsurface (for example, plaster wall or window) that is deteriorating (in poor condition)

Does your landlord have to do anything special to correct lead-based paint hazards in a vacant apartment? Whenever an apartment in a multiple dwelling (three or more apartments) built before 1960 becomes vacant, the landlord must repair all peeling paint and any conditions that might be causing the paint to peel.

# Exclusive Interim Controls

(Safe Work Practices)

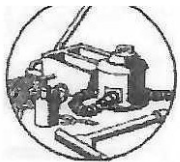
## Before Work Starts

1. The work areas must be sealed off to prevent dwelling unit (apartment) occupants from entering work area, where practicable. This is to be kept in place until the work and final clean up are completed.



2. All furniture and other items in the work area must be moved away from where the work is being done or covered with plastic or equivalent sheeting.

The floor in and around the work area must be covered with thick plastic or equivalent sheeting. Before removing furniture or other items from the work areas the furniture must be cleaned with a special vacuum called a High Efficiency Particulate Air (HEPA) Filter vacuum.



## Doing The Work

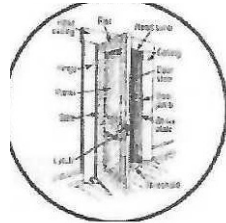
3. All plastic or like sheeting, drop cloths and other supplies, equipment and disposable clothing that are used in the work areas shall remain in the work area or be stored in a safe manner to minimize exposure to occupants.



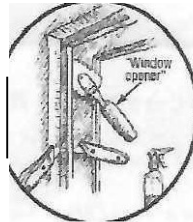
4. Peeling paint or painted friction surfaces that bind (doors and windows subject to friction or abrasion) must be wet scraped using a scraper and water mister to reduce dust and other work-related debris. Cracked or peeling substrates (the surfaces that have been painted) must be repaired before they are repainted.



5. All surfaces and floors in the work area must be HEPA vacuumed or detergent washed, prior to repainting, to remove any dust that may have collected when the work was done. All debris should be disposed of in a safe manner.
6. All paints, thinners, solvents, chemical strippers or other such flammable materials must be kept in the work area and stored in their original containers.
7. All doors, including cabinet doors, must be adjusted to ensure that they are properly hung, so that painted surfaces do not rub against each other, causing paint to chip.



8. All windows must be adjusted to ensure that they are properly hung, so that painted surfaces do not rub against each other, causing paint to chip.

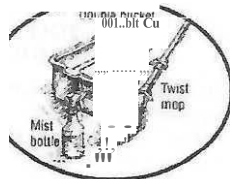


## Daily Clean Up

9. The work area must be thoroughly HEPA vacuumed or detergent washed at the end of each day. A visual examination must be done at the end of each workday to ensure that no peeling paint, paint chips, dust or other work-related debris have been released.

## Final Clean Up

10. Your landlord is responsible for:
  - Supervising the work area to minimize the spread of peeling paint, paint chips and dust or other work debris from the work area; and
  - Advising you not to enter the work area until the work is finished.



11. When the work is finished, all plastic or like sheeting, drop cloths or other materials are to be removed in a safe manner. All surfaces exposed to peeling paint, paint chips, dust or other work related debris during the course of work shall be HEPA vacuumed or detergent washed starting with ceilings, then down the walls and across the floors.

## Dust Wipe Sampling

*Dust Wipe Sampling is only required when the work has been ordered by HPD.*

12. When lead-based paint hazards have been corrected on any interior wood trim, door or window, the landlord is required to take a surface dust wipe sample on the floor in and around (immediately adjacent to) the work area.
13. When lead-based paint hazards have been corrected on any interior wood trim or door near or immediately adjacent to a window, a surface dust wipe sample shall be conducted on the windowsill and window well in and around (immediately adjacent to) the work area.

*Landlords may decide to follow the Health Code procedures specified in section 173.14 instead of Exclusive Interim Controls*

14. Your landlord may elect to correct a lead based paint violation by

following the lead safe abatement procedures that are found in the NYC Health Code Section 173.14, instead of using the Exclusive Interim Controls.

15. When an owner receives an HPD violation and does not comply with the orders in a timely manner, the owner will be required to follow additional lead safe abatement procedures found in NYC Health Code Section 173.14.



• Local Law 38 requires the landlord to correct violations within 21 days of service of the violations. The landlord may request and may receive an extension of up to 45 days to complete the work by applying for a permit to HPD using the form provided with

