

345 East 61st Street Housing Corp.

**345 East 61st Street
NEW YORK, NY 10021**

SUBLET APPLICATION

Shareholder: _____ Apartment #: _____

Dear Shareholder:

In response to your request for an application to sublease your apartment, please be advised that the following requirements and procedures are to be followed:

REQUIREMENTS:

1. It is a requirement of the Apartment Corporation that the shareholder own the apartment for 2 years prior to submitting an application for subletting.
2. It is a requirement of the Apartment Corporation that maintenance and any arrears on the apartment be paid in full BEFORE an application for subleasing is considered.
3. Shareholders must have Cooperative Apartment Liability Insurance in a **MINIMUM amount of \$50,000 for loss assessment and a MINIMUM amount of \$100,000 for personal liability insurance** must be in effect for the duration of the sublease period and 345 East 61st Street Housing Corporation **MUST BE NAMED as an additional insured.**
4. If application is approved, a move-out application and deposit of \$300 is required from the shareholder. Deposit will be returned to shareholder provided no damage to the premises has been incurred in the moving process.
5. If application is approved, a move-in application and deposit of \$300 is also required from the applicant. Deposit will be returned to applicant provided no damage to the premises has been incurred in the moving process.
6. All subleases are to be for a 1 year period only.

IMPORTANT:

Processing of sublease applications require a MINIMUM of 4 weeks from the date the committee receives this package to final decision. Please be realistic in your lease commencement date!

In no way does the completion of the attached forms or payment of fees constitute acceptance of the application and/or applicant(s). 345 East 61st Street Housing Corporation reserves the right to accept or reject applications and/or applicants.

PROCEDURES: (explained in detail below)

- a) Sublease package: Applications/back-up documentation obtained
- b) Fee Payments obtained
- c) Sublet Package forwarded to ROBERT EBERHART REAL ESTATE
- d) Interview scheduled with applicant(s)
- e) Decision
- f) Renewal of sublease

A) Sublease Package: Applications and back-up documentation:

1. 345 East 61st St. Apartments Inc. *Application to Sublease – Shareholder Information* (attached)
2. 345 East 61st St. Apartments Inc. *Application to Sublease – Applicant(s) Information* (attached). If 2 persons reside in apartment, co-applicant application will also be attached.
3. *Apartment Sublease Agreement* (Actual lease – shareholder purchases from store)
4. *Riders to Sublease* (3 attached) – Attach to actual lease
5. *Credit Check Form* (attached)
6. *Employment Verification Letter* – Applicant(s) receive from current employer, letter should state date of hire, position, current salary, and if applicant receives bonuses or overtime payments. This should be an ORIGINAL letter on COMPANY LETTERHEAD. Each applicant must provide a letter.
7. *Bank Statements* – Applicant(s) must provide a copy of most recent and previous 2 months (total of 3 statements)
8. *Tax Forms* – Applicant(s) must provide copies of Federal Tax Forms with all schedules for past 2 years
9. *W-2's* – Applicant(s) must provide copies of W-2's for past 2 years
10. *Copy of apartment liability insurance* – held by shareholder with 345 East 61st St Apartments Inc. named as an additional insured

ALL OF THE ABOVE APPLICATIONS AND DOCUMENTATION MUST BE SUBMITTED TO ROBERT EBERHART AS OUTLINED BELOW (ONE ORIGINAL AND ONE PDF).

IT IS THE SHAREHOLDER'S RESPONSIBILITY TO ENSURE THAT THE ABOVE INFORMATION IS RECEIVED AND FULLY COMPLETED BEFORE SUBMISSION TO ROBERT EBERHART REAL ESTATE. YOUR COOPERATION IN THIS MATTER WILL EXPEDITE PROCESSING OF APPLICATION.

B) Fee Payments: The following fees must be paid by the applicant and/or shareholder. Please include these fees with this package.

1. *Processing Fee:* \$300.00 payable to Robert Eberhart Real Estate
2. *Sublet Fee:* \$750.00 "B" and "C" line apartments
\$1000.00 "A" line apartments
Sublet fees to be made payable to 345 East 61st Street Housing Corp.
3. *Move In Deposit:* \$300.00

WITH THE EXCEPTION OF THE MOVE IN/OUT DEPOSIT, ALL FEES ARE NON-REFUNDABLE.

C) Sublet Package Forwarding: It is required that 1 collated set of all documents with ORIGINAL forms and letters of reference, along with a PDF file of all documents, be submitted to:

Robert Eberhart Real Estate
208 East 85 Street
New York, NY 10028

The PDF may also be submitted by email to robert@eberhartmgmt.com or on CD to the office address along with the paper copy.

D) Interview: The Board of Directors will schedule a mutually convenient appointment to meet with the applicant(s). ALL PERSONS intending to reside in apartment must appear for this interview (children included).

E) Decision: The Board of Directors will inform the Managing Agent of their decision. In turn, Managing Agent will notify Shareholder of decision. APPLICANTS ARE NOT PERMITTED TO MOVE IN BEFORE VERBAL ACKNOWLEDGEMENT OR LETTER OF APPROVAL HAS BEEN RECEIVED. If decision is favorable, the applicant may move in on or after sublease commencement date. We ask you not to contact us for this decision, we will contact you.

F) Renewal of sublease: If a subtenant qualifies for a one year renewal, a letter requesting a second year of the two-year maximum must be submitted 60 days prior to the end of the initial year.

We hope this package will answer any questions you may have regarding Sublease Procedures. If you should have any further questions, please do not hesitate to contact Robert Eberhart at (212) 734-3272 or by email at robert@eberhartmgmt.com.

Sincerely,

Board of Directors
345 East 61st Street Housing Corp.

345 East 61st Street Housing Corp.

SUBLEASE – Provided by Shareholder

Before having subtenant sign lease, please read the lease carefully and cross out / initial whatever may not be pertinent. Please also add to the lease, in type or pen, whatever you feel may be pertinent to lease as the landlord.

THE FOLLOWING MUST BE ADDED TO ALL SUBLEASES:

“This sublease is subject to the consent and approval of the Board of Directors of 345 East 61st Housing Corp.”

“This sublease is subordinate to the terms of the proprietary lease.”

RIDERS:

Attach riders to lease (3).

345 East 61st Street Housing Corp.

RIDER #1

The undersigned subtenant of apartment _____ at 345 East 61st Street, New York, NY 10021 represents that I/we do not own or possess any pets and will not possess any, without Board of Directors approval, in the future, in regard to my/our sublease of the above apartment. This representation is made knowing that the apartment corporation is relying upon this statement and will consider the approval of sublease of the aforementioned apartment based upon this representation. I/We have been advised of the House Rule regarding pets.

The undersigned further represent that they are aware that any breach of this statement is a material misrepresentation.

Subtenant Signature

Date

Co-Subtenant Signature

Date

345 East 61st Street Housing Corp.

RIDER #2

1. The rider is in addition to the form of lease and any other riders which may be attached to said form and its provisions will control in the event that there is a conflict with the language of this rider and the language of either the form of sublease or any other rider.
2. Sublessor acknowledges and agrees that in the event the Sublessor is more than 45 days late in payment of maintenance, which non-payment remains uncured after notice from the Apartment Corporation, the Apartment Corporation is authorized to collect rent from the Sublessee, and the Sublessee is authorized to pay rent to the Apartment Corporation directly. All rent collected pursuant to this paragraph will be reflected on the monthly statement sent to the Sublessor and will be credited against maintenance owed. Sublessor will remain responsible for all deficiencies in the maintenance pursuant to the Proprietary Lease.
3. Sublessee agrees that, upon written instruction from the Apartment Corporation, Sublessee will pay all rent due and owing from the date of the notice directly to the Apartment Corporation and not to the Sublessor.
4. Sublessor agrees to pay the monthly maintenance to 345 East 61st Street Housing Corp. (hereinafter the "Apartment Corporation") in a timely fashion irrespective of when or if Sublessee pays the rent due hereinunder to the Sublessor.
5. Sublessor acknowledges and agrees that all rent received by the Apartment Corporation from the Sublessee pursuant to this rider will be credited by the Sublessor to the rent account of the Sublessee as if received directly from the Sublessee.
6. Sublessor and Sublessee acknowledge that any repair and maintenance that may be required as per the proprietary lease is the responsibility of the Sublessor and that the Sublessee is to contact the Sublessor on these matters.
7. Sublessor and Sublessee acknowledge that this application is for a one-year term.
8. Sublessor and Sublessee acknowledge and agree that the execution of this Rider to their sublease agreement is a condition precedent to the consent of the Apartment Corporation to the sublet herein and that the Apartment Corporation is relying on the terms of this Rider in granting its consent to the sublet.

Sublessor Signature

Date

Sublessee Signature

Date

Co-Sublessee Signature

Date

345 East 61st Street Housing Corp.

RIDER #3

This rider supplements the sublease to which it is attached. Any conflict between this rider and the sublease shall be decided in favor of this rider.

1. The Sublessee acknowledges that the apartment is in a building owned by a Cooperative Apartment Corporation.
2. The Sublessee acknowledges that no rent regulations apply to the apartment and thus the Sublessee is not protected by any rent regulations or any governmental agency administering such rent regulations.
3. The Sublessee acknowledges and understands that the sublease is subject and subordinate to the proprietary lease for the apartment, the by-laws of the Apartment Corporation, decisions of the Board of Directors, and the rules and regulations affecting the building and operation thereof. All of which the subtenant agrees to be bound by.
4. The Sublessee acknowledges that any violations of the proprietary lease that remains uncured for 10 days shall give to the Sublessor the right to terminate this sublease on 3 days prior notice. In the event the sublease is terminated as heretofore stated the Sublessee shall vacate the apartment within 30 days of mailing of the notice of termination.
5. The Sublessee hereby holds the tenant free and harmless from any claim, fine, penalty, etc. that may be imposed by the Apartment Corporation or its Board of Directors occasioned by the Sublessee.

Sublessor Signature

Date

Sublessee Signature

Date

Co-Sublessee Signature

Date

345 East 61st Street Housing Corp.

APPLICANT'S RELEASE

Re: Building _____ Apartment # _____

The undersigned applicant is submitting an application to sublet the above referenced apartment.

Applicant has submitted payment for certain fees including but not limited to fees to check applicants' credit and background check and to process this application.

Applicant acknowledges that the application to sublet 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 need to be given. Whether the application is approved or not, certain costs and expenses will be incurred and the fees described above will not be refunded to the applicant.

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 application 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

Date

Applicant

Date

345 East 61st Street Housing Corp.

Building: _____

Apartment#: _____

I (We) hereby acknowledge and agree to abide by the House Rules and By Laws of 345 East 61st Street Housing Corp.

Signature

Date

Signature

Date

345 East 61st Street Housing Corp.

MOVE IN/MOVE OUT PROCEDURES

At least 24 hours prior to moving in or moving out of the building, the property manager, Robert Eberhart, must receive a Certificate of Insurance from your moving company, naming Robert Eberhart Real Estate and 345 East 61st Street Housing Corp. and as 'Additional Insured'. You may contact Mr. Eberhart at (212) 734-3272 or by email at robert@eberhartmgmt.com. The office fax is (212) 734-3272. There will be no exceptions to this requirement.

Please schedule your actual move out/move in with the building superintendent, Joe Xerri. Contact him at (212) 421-2830.

APPLICATION TO SUBLEASE
APARTMENT # _____

SECTION I: APPLICANT PERSONAL & EMPLOYMENT

Applicant Name: _____ **SS#** _____

Current Address: _____

Tele #: _____ **# of years at this address:** _____ **Mo..Rent:** _____

Landlord Name, Address & Telephone Number: _____

Previous Address: _____

of years at this address: _____ **Mo. Rent:** _____

Landlord Name, Address & Telephone Number: _____

Previous Address: _____

of years at this address: _____ **Mo. Rent:** _____

Landlord Name, Address & Telephone Number: _____

Current Employer: _____ **Tele #** _____

Employer Address _____

Position: _____ **# Yrs Emp.** _____ **Salary:** _____

Previous Employer: _____ **Tele:#** _____

Employer Address _____

Position: _____ **# Yrs Emp.** _____ **Salary:** _____

SECTION 2: APPLICANT ASSETS

Please include all accounts such as Savings, Checking, IRA's, Money Market Rate Accounts, CD's, Stocks, Mutual Funds, Credit Union, etc. If more space is needed, please complete at bottom or back of form.

Bank Name	Bank Address/ Telephone #	Type of Account	Account Number	Balance	Name(s) on Account

**OTHER SOURCES OF
INCOME:** _____

Is there any other information regarding your assets or additional income that you would like us to know?

SECTION 3: APPLICANT LIABILITIES

Please include all credit cards, auto loans, mortgages, leases, financial company loans, credit union loans or any other monthly obligations or debts owed by you. If more space is needed, please complete at bottom or back of form

Creditor	Creditor Address/Tele #	Type of Account	Account Number	Total Balance	Monthly Payment

Is there any other information regarding your liabilities or monies owed that you would like us to know?

Can verification documentation of the above assets, liabilities be provided if necessary?

Yes _____ No _____ If no, why? _____

SECTION 4: MISCELLANEOUS

Have you any outstanding judgments? _____

In the past 7 years, have you declared bankruptcy? _____

Have you had property foreclosed upon or given title or deed in lieu thereof? _____

Are you a co-maker or endorser of a note? _____

Are you a party in a lawsuit? _____

Names of all clubs, society memberships, fraternities and honorary society to which applicant belongs:

Address of any additional residences owned or leased: _____

Other than yourself, please list names, relationship of others who will occupy apartment:

Is there any other information regarding your application for purchase which you would like us to know?

The undersigned hereby affirms that the information contained in this application is true, accurate and complete. The undersigned authorizes Robert Eberhart to conduct a thorough and complete investigation, from any source named in this application to verify information contained herein.

The undersigned authorizes Robert Eberhart to use a Credit Bureau to investigate credit history.

In applying for consent to this proposed sale, the undersigned understands that such consent is required by the terms of the proprietary lease and that this application is subject to the approval of both the Lessor and the cooperative apartment corporation. The undersigned also understands that the information outlined herein is essential to this application because this is a cooperative apartment building in which stockholder-lessees reside. If it is desired to inspect the undersigned's place of residence, arrangements may be made to do so. The undersigned also agrees to meet in person with representatives of the cooperative apartment corporation. **ALL APPLICATION FEES ARE NON-REFUNDABLE**

Applicant Signature _____

_____ Date

Applicant Signature _____

_____ Date

CREDIT REPORT AUTHORIZATION

NAME:

ADDRESS:

SS#

DOB

**I am providing the above information to ROBERT EBERHART REAL ESTATE AND
authorizing them to run a credit report for the purpose of assisting in qualifying us
for an apartment.**

Print Name

Signature