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## 1. Cover Letter

Please refer to the attached document for more information. PLEASE NOTE: All applicants must sign and date all pages of the application where required; otherwise, the application will not be reviewed or processed.

# MAXWELL-KATES, INC.

310/312 East 23<sup>rd</sup> Street Apt. Corp. Cooperative Purchase Application  
310/312 East 23<sup>rd</sup> Street  
New York, New York 10011

To expedite the processing of applications, all required fees and a complete application must be submitted electronically. To apply online, please go to:

[https://mki.boardpackager.com/buildings/310\\_312\\_East\\_23rd\\_Street](https://mki.boardpackager.com/buildings/310_312_East_23rd_Street)

In addition, please forward three (3) original executed Aztech Recognition agreements to the Closing department at Maxwell-Kates, Inc. Please do not submit incomplete packages. Incomplete packages are not processed. Interview of the applicant(s) is by the Admissions Committee and approval is by the Board of Directors. The Admissions Committee will not schedule an interview with the applicant(s) if any information is missing from the application. The Board of Directors and/or management reserve the right to request additional information at any time during the review and interview process. All proposed shareholders and occupants must be available to interview in person before the Board Admissions Committee.

**Maximum Financing: 80%**

**ALL SOCIAL SECURITY NUMBERS MUST BE BLANKED OUT ON TAX RETURNS.**

**Please complete the following Application Submission Requirements:**

- 1) Purchase Application, completed and signed. (Please include names and ages of all proposed occupants)
- 2) Contract of Sale executed by all parties.
- 3) Lead Paint Disclosure form and Window Guard form must be executed by Seller, Purchaser, and Agent.
- 4) Credit authorization form and Contact Information Form to be completed by purchaser(s). Applicants may submit their own credit report.
- 5) Applicant Releases for the Board and the managing agent to be executed by purchaser(s).
- 6) Purchaser(s) to submit letter from present landlord or managing agent.
- 7) Letter from employer(s) stating job function, salary and length of employment.
- 8) House Rules acknowledgement, Homeowners Insurance acknowledgement, tax abatement form, Pet Owners Statement of Responsibilities and Contact Information Form must be executed by all parties.
- 9) If financing, commitment letter, appraisal and three (3) original executed Aztech Recognition agreements must be submitted with the package.
- 10) Applicant(s) must each submit three (3) personal letters of reference and three (3) business letters of reference.

**OVER>**

9 East 38th Street, 6th Floor, New York, NY 10016

Tel: 212.684.8282 Fax: 212.684.8077 [www.maxwellkatesinc.com](http://www.maxwellkatesinc.com)

# MAXWELL-KATES, INC.

- 11) Net Worth affidavit must be executed by purchaser(s).
- 12) Statement of Assets and Liabilities must be filled out by all purchaser(s). (Balance sheet, notes to balance sheet, annual income statement and expense). Packages must include verification of assets (i.e. letter from bank(s) stating type of account, amount on deposit, in dollars and age of account monthly brokerage statements, etc.)
- 13) Fully executed copies of the last two (2) years tax returns must be submitted with package.

**Special Estate Transfer Requirements:** (Please submit a fee of \$500.00 payable to Maxwell-Kates, Inc for the required review by in-house legal counsel).

- 1) Certified copy of Death Certificate
- 2) Original testamentary letters (within the last (6) six months).
- 3) Copy of the Decedent's Will with attorney Certification,
- 4) Affidavit as to the payments of Debts and Domicile.
- 5) Internal Revenue Service Certificate discharging property subject to Federal Estate Lien.
- 6) New York State Certificate discharging property subject to New York State Tax Lien. Please be advised that a Power of Attorney will not be permitted for the Executor. The Executor must attend or have all documents pre-signed. If there is more than one executor, one must be present at closing and the other(s) must have all documents pre-signed.

**Fees Due Upon Submission of Package:**

- 1) Fee in the amount of \$200.00 per each individual applicant named on the contract and as a guarantor (if applicable), payable to "Maxwell-Kates, Inc". for credit/ criminal reports (non-refundable).
- 2) Application fee from purchaser in the amount of \$550.00 payable to "Maxwell-Kates, Inc"., (non-refundable), if this application is not presented by a broker, this fee is \$800.00.
- 3) Move-out deposit of \$500.00 from seller payable to "310/312 East 23<sup>rd</sup> Street Apt. Corp".
- 4) Move-out fee of \$150.00 from seller payable to "310/312 East 23<sup>rd</sup> Street Apt. Corp".
- 5) Move-in deposit of \$500.00 from purchaser payable to "310/312 East 23<sup>rd</sup> Street Apt. Corp".
- 6) Move-in fee of \$150.00 from purchaser payable to "310/312 East 23<sup>rd</sup> Street Apt. Corp".

**Fees Due at Closing:** (Please note that if the closing is not completed within two (2) hours, an additional charge of \$250.00 per hour will be added to the fee. If our transfer agent attends a closing that is not consummated, or if the closing is

# MAXWELL-KATES, INC.

adjourned with less than 48 Hours' notice, there will be an additional charge of \$250.00).

- 1) Sellers Transfer Fee of \$750.00 payable to "Maxwell-Kates, Inc". If this is an estate sale, this fee will be \$950.00.
- 2) If financing a purchase, a processing fee of \$400.00 from purchaser made payable to "Maxwell-Kates, Inc".
- 3) Flip Tax Fee of 2% of the purchase price is due and payable from purchaser to "310/312 East 23<sup>rd</sup> Street Apt. Corp".

The seller must be fully paid up on all maintenance charges, assessments and any other obligations to the Corporation prior to any transfer of shares. The proposed owner cannot occupy an apartment and no furniture may be moved in until after the closing. Any deposits will be returned by building management after all moves have been consummated and a satisfactory inspection has been reported to management by building staff. The lobby doors must not be left unattended at any time while moving items in and out of the buildings. If the doors are left unattended, there will be a charge of \$250.00 which will be taken from the deposit.

9 East 38th Street, 6th Floor, New York, NY 10016

Tel: 212.684.8282 Fax: 212.684.8077 [www.maxwellkatesinc.com](http://www.maxwellkatesinc.com)

TO: **BOARD OF DIRECTORS**

The undersigned hereby submit this application to purchase \_\_\_\_\_ shares of stock in 310/312 East 23<sup>rd</sup> Street Apt. Corp, and the Proprietary Lease for apartment \_\_\_\_\_ located at 310-312 East 23<sup>rd</sup> Street New York, NY 10011

We/I hereby acknowledge our/my understanding of the following.

1. Pursuant to authority granted in the Proprietary Lease and By-Laws of the Corporation, the Board of Directors will utilize this application to obtain background information regarding proposed purchases of the Corporation's stock.
2. The Board of Directors may require additional information and will require that applicant(s) appear for a personal interview.
3. The proposed purchase/transfer cannot be consummated without the Board's consent.
4. We/I have read the Proprietary Lease, By-Laws and House Rules which govern occupancy of the apartment and which would govern the occupancy by the applicant.
5. In no event will the Corporation, the Board of Directors or its agents be responsible for any liabilities or expenses incurred by an applicant whose application is disapproved.
6. While the Board of Directors will attempt to review all applicants promptly, the Corporation, the Board of Directors, and its agents assume no responsibility for expense or liabilities resulting from and delay in its review.
7. Falsification of any of the enclosed information, or omission of material information herefrom, may result, without limitation, in revocation of the Board of Directors' approval and termination of the applicant's Proprietary Lease.

The undersigned hereby authorize(s) the Board of Directors to contact any of the employers, banks, landlords, educational institutions, references, etc. described herein in order to elicit information bearing upon this application.

The undersigned hereby makes this application to purchase/transfer shares of stock in the Corporation and the Proprietary Lease for the apartment described above. The undersigned acknowledges that, if this application is accepted, the undersigned, will not without prior written consent of the Board of Directors: pledge the shares of the Corporation's stock; make structural alterations to the apartment; sublease the apartment; permit non-family members to reside in the apartment for more than one month; use the apartment for other than residential purposes; or violate any provision of the Proprietary Lease, House Rules, By-Laws. The undersigned acknowledges that the undersigned is acquiring the apartment in an "as is" condition. The undersigned confirms the accuracy of all of the information contained herein.

**Applicant:** \_\_\_\_\_  
Signature

**Co-Applicant:** \_\_\_\_\_

**Guarantor (if applicable):** \_\_\_\_\_

Signature

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

## 2. Notice Disclosing Tenants

Please refer to Notice Disclosing Tenants for additional information.

## **NOTICE DISCLOSING TENANTS' RIGHTS TO REASONABLE ACCOMMODATIONS FOR PERSONS WITH DISABILITIES**

The New York State Human Rights Law requires housing providers to make reasonable accommodations or modifications to a building or living space to meet the needs of people with disabilities. For example, if you have a physical, mental, or medical impairment, you can ask your housing provider to make the common areas of your building accessible, or to change certain policies to meet your needs.

To request a reasonable accommodation, you should contact your property manager by calling (212) 684-8282 or by e-mailing [accommodations@maxwellkates.com](mailto:accommodations@maxwellkates.com). You will need to inform your housing provider that you have a disability or health problem that interferes with your use of housing, and that your request for accommodation may be necessary to provide you equal access and opportunity to use and enjoy your housing or the amenities and services normally offered by your housing provider. A housing provider may request medical information, when necessary to support that there is a covered disability and that the need for the accommodation is disability related.

If you believe that you have been denied a reasonable accommodation for your disability, or that you were denied housing or retaliated against because you requested a reasonable accommodation, you can file a complaint with the New York State Division of Human Rights as described at the end of this notice. Specifically, if you have a physical, mental, or medical impairment, you can request:

Permission to change the interior of your housing unit to make it accessible (however, you are required to pay for these modifications, and in the case of a rental your housing provider may require that you restore the unit to its original condition when you move out); Changes to your housing provider's rules, policies, practices, or services; Changes to common areas of the building so you have an equal opportunity to use the building. The New York State Human Rights Law requires housing providers to pay for reasonable modifications to common use areas.

Examples of reasonable modifications and accommodations that may be requested under the New York State Human Rights Law include: If you have a mobility impairment, your housing provider may be required to provide you with a ramp or other reasonable means to permit you to enter and exit the building. If your healthcare provider provides documentation that having an animal will assist with your disability, you should be permitted to have the animal in your home despite a "no pet" rule. If you need grab bars in your bathroom, you can request permission to install them at your own expense. If your housing was built for first occupancy after March 13, 1991 and the walls need to be reinforced for grab bars, your housing provider must pay for that to be done. If you have an impairment that requires a parking space close to your unit, you can request your housing provider to provide you with that parking space, or place you at the top of a waiting list if no adjacent spot is available. If you have a visual impairment and require printed notices in an alternative format such as large print font, or need notices to be made available to you electronically, you can request that accommodation from your landlord. Required Accessibility Standards All buildings constructed for use after March 13, 1991, are required to meet the following standards: Public and common areas must be readily accessible to and usable by persons with disabilities; All doors must be sufficiently wide to allow passage by persons in wheelchairs; and All multi-family buildings must contain accessible passageways, fixtures, outlets, thermostats, bathrooms, and kitchens.

If you believe that your building does not meet the required accessibility standards, you can file a complaint with the New York State Division of Human Rights.

### How to File a Complaint

A complaint must be filed with the Division within one year of the alleged discriminatory act or in court within three years of the alleged discriminatory act. You can find more information on your rights, and on the procedures for filing a complaint, by going to [www.dhr.ny.gov](http://www.dhr.ny.gov), or by calling 1-888-392-3644. You can obtain a complaint form on the website, or one can be e-mailed or mailed to you. You can also call or e-mail a Division regional office. The regional offices are listed on the website.

### 3. Purchase Application

Purchase Application, completed and signed (Please include names and ages of all proposed occupants)

**Purchase Application**  
**For the Sale of a Cooperative Apartment**

**BASIC INFORMATION**

Cooperative Name \_\_\_\_\_ Number of Shares \_\_\_\_\_  
 Apartment Address \_\_\_\_\_ Apartment # \_\_\_\_\_  
 Purchase Price \_\_\_\_\_ Is source of Down Payment a Gift?  or Loan?   
 Proposed Closing Date MM/DD/YYYY Monthly Maintenance \_\_\_\_\_  
 Requested Move in Date: MM/DD/YYYY  
 Managing Agent \_\_\_\_\_ Telephone: (000) 000-0000  
 Address \_\_\_\_\_ Email: \_\_\_\_\_

**SELLER'S INFORMATION**

Seller(s) \_\_\_\_\_  
 Present Address \_\_\_\_\_  
 Home Telephone (000) 000-0000 Office Telephone (000) 000-0000 Cell Telephone (000) 000-0000  
 Seller's Attorney \_\_\_\_\_ Firm \_\_\_\_\_  
 Firm Address \_\_\_\_\_ Email \_\_\_\_\_  
 Office Telephone (000) 000-0000 Cell Telephone (000) 000-0000 Facsimile (000) 000-0000

**SELLER'S BROKER**

Seller's Broker \_\_\_\_\_ Email \_\_\_\_\_  
 Office Telephone (000) 000-0000 Cell Telephone (000) 000-0000 Facsimile (000) 000-0000

**PURCHASER'S INFORMATION**

Purchaser(s) \_\_\_\_\_  
 Present Address \_\_\_\_\_  
 Home Telephone (000) 000-0000 Office Telephone (000) 000-0000 Cell Telephone (000) 000-0000  
 Email \_\_\_\_\_ Facsimile (000) 000-0000  
 Amount of Financing \_\_\_\_\_ Deposit on Contract \_\_\_\_\_

If purchaser is a corporate entity:

Name of Corporation \_\_\_\_\_  
 Address of Corporation \_\_\_\_\_ Telephone (000) 000-0000  
 Purchaser's Attorney \_\_\_\_\_ Firm \_\_\_\_\_  
 Firm Address \_\_\_\_\_ Email \_\_\_\_\_  
 Office Telephone (000) 000-0000 Cell Telephone (000) 000-0000 Facsimile (000) 000-0000

Name(s) Cooperative Stock would be held in (and type of joint ownership) [e.g. tenants in common, joint tenants with rights of survivorship, or tenants by the entirety]

Mortgage Lender \_\_\_\_\_

Attorney for Lender \_\_\_\_\_ Email \_\_\_\_\_

Office Telephone (000) 000-0000 Cell Telephone (000) 000-0000 Facsimile (000) 000-0000

**PURCHASER'S BROKER**

Purchaser's Broker \_\_\_\_\_ Email \_\_\_\_\_

Office Telephone (000) 000-0000 Cell Telephone (000) 000-0000 Facsimile (000) 000-0000

**PERSONAL INFORMATION REGARDING APPLICANT(S)**

Applicant

Co-Applicant

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

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

Dates of Residence: From: MM/DD/YYYY To: MM/DD/YYYY From: MM/DD/YYYY To: MM/DD/YYYY

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

(If less than 5 years at present address)

Dates of Residence: From: MM/DD/YYYY To: MM/DD/YYYY From: MM/DD/YYYY To: MM/DD/YYYY

Employment Status: Full-time  Part-time  Unemployed  Full-time  Part-time  Unemployed

Retired  Student  Retired  Student

Are you self-employed? Yes  No  Yes  No

Current Employer: \_\_\_\_\_

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

Period of Employment: From: MM/DD/YYYY To: MM/DD/YYYY From: MM/DD/YYYY To: MM/DD/YYYY

Years in Line of Work: \_\_\_\_\_

Supervisor's Name: \_\_\_\_\_

Business Telephone: (000) 000-0000 (000) 000-0000

Prior Employer (if less than 3 years in current job): \_\_\_\_\_

Prior Employer Address: \_\_\_\_\_

Period of Employment: \_\_\_\_\_

Prior Supervisor's Name: \_\_\_\_\_

Business Telephone: (000) 000-0000 (000) 000-0000

Income Estimate This Year: \_\_\_\_\_

Actual Income Last Year: \_\_\_\_\_

Educational Background (Optional): \_\_\_\_\_

**ADDITIONAL INFORMATION REGARDING APPLICANT(S)**

Name(s) of all persons who will reside in the apartment: \_\_\_\_\_

(NOTE: If applicant is a corporate entity, a new lease package must be completed and sent to the Board each time occupancy changes.)

Schools and years attended of occupants (if different from purchaser) [optional]: \_\_\_\_\_

Names of anyone in the building known to applicants: \_\_\_\_\_

Are any pets to be maintained in the apartment? If yes, note number and kind. (NOTE: Please refer to building rules)

Names of organizations to which applicants belongs (clubs, societies, board memberships, etc.) [optional]

Will occupancy be: Full-time  Part-time  If Part Time, what is the approximate number of days per month you will use the apartment? \_\_\_\_\_

Do you plan to sublease your apartment? Yes  No  (NOTE: Please refer to building rules)

Do you plan to perform any alterations to the apartment? Yes  No  (NOTE: Please refer to Alteration Agreement)

If yes, please describe the plans: \_\_\_\_\_

Will there be any business or profession conducted in the apartment? Yes  No  (NOTE: Please refer to building rules)

If yes, please describe the nature of your business: \_\_\_\_\_

If you do not plan to receive mail at the apartment, please specify where monthly bills and correspondence should be sent: \_\_\_\_\_

Address of any additional residences owned or leased by applicant: \_\_\_\_\_

Is this your first time purchasing a coop? Yes  No

If no, where else have you owned before? \_\_\_\_\_

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

Office Telephone (000) 000-0000

Cell Phone (000) 000-0000

Email \_\_\_\_\_

## APPLICANT'S HOUSING HISTORY

Current Landlord \_\_\_\_\_ Landlord's Address \_\_\_\_\_

Landlord Telephone Number (000) 000-0000 Current Rent \_\_\_\_\_

Reason for Moving \_\_\_\_\_ Dates of Occupancy \_\_\_\_\_

Prior Landlord (if at present location less than 5 years) \_\_\_\_\_

Prior Landlord's Address \_\_\_\_\_

Prior Landlord Telephone Number (000) 000-0000 Prior Rent \_\_\_\_\_

Reason for Moving \_\_\_\_\_ Dates of Occupancy \_\_\_\_\_

## BUSINESS AND PROFESSIONAL REFERENCES

Applicant

Co-Applicant

1. Name: \_\_\_\_\_

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

2. Name: \_\_\_\_\_

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

## PERSONAL REFERENCES

1. Name: \_\_\_\_\_

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

2. Name: \_\_\_\_\_

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

Applicant

3. Name: \_\_\_\_\_

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

4. Name: \_\_\_\_\_

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

Co-Applicant
**BANK AND CREDIT REFERENCES**

1. Bank Name: \_\_\_\_\_

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

Account #: \_\_\_\_\_

Type: Checking  Savings  Loan  Checking  Savings  Loan

2. Bank Name: \_\_\_\_\_

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

Account #: \_\_\_\_\_

Type: Checking  Savings  Loan  Checking  Savings  Loan

3. Stock Broker or CPA: \_\_\_\_\_

Firm: \_\_\_\_\_

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

Phone: (000) 000-0000 (000) 000-0000

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

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

Account #: \_\_\_\_\_

**DECLARATIONS**

- |   | <u>Applicant</u>   | <u>Co-Applicant</u>                                      |
|---|--|--|
| 1. Are there any outstanding judgments against you?   | Yes <input type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 2. Have you been declared bankrupt in the last 7 years?   | Yes <input type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 3. Have you had a property foreclosed upon or given title or a deed in lieu thereof in the last 7 years?  | Yes <input type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 4. In the last 5 years, have you been a party to any lawsuit?   | Yes <input type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 5. Have you directly or indirectly been obligated on a loan that resulted in foreclosure or transfer of title in lieu of foreclosure or judgment? | Yes <input type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 6. Are you presently delinquent or in default on any Federal debt or any other loan, mortgage, financial obligation, bond, or loan guarantee?     | Yes <input type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 7. Is any part of the down payment borrowed or a gift?  | Yes <input type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 8. Do you intend to occupy the unit as your primary residence?  | Yes <input type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 9. Are you obligated to pay alimony or child support?   | Yes <input type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 10. Do you or any member of your family have diplomatic status?   | Yes <input type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 11. Has any business you have controlled been the subject of bankruptcy in the last 7 years?  | Yes <input type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input type="checkbox"/> |
| 12. Are you a co-maker or endorser on a note?   | Yes <input type="checkbox"/> No <input type="checkbox"/> | Yes <input type="checkbox"/> No <input type="checkbox"/> |

If yes, please describe: \_\_\_\_\_

THE FOREGOING APPLICATION, INCLUDING ALL PERSONAL AND FINANCIAL INFORMATION, HAS BEEN CAREFULLY PREPARED, AND THE UNDERSIGNED HEREBY SOLEMNLY DECLARE(S) AND CERTIFIES THAT ALL THE INFORMATION IS TRUE AND CORRECT AND THAT THE FINANCIAL INFORMATION SUBMITTED IS A TRUE AND ACCURATE STATEMENT OF THE UNDERSIGNED AS OF THE DATE SET FORTH BY EACH SIGNATURE. THE UNDERSIGNED ALSO AGREE(S) THAT IN PROCESSING THIS APPLICATION, THE MANAGING AGENT NAMED HEREIN AND ITS EMPLOYEES AND AGENTS NEITHER BEAR NOR ASSUME ANY RESPONSIBILITY WHATSOEVER FOR THE VERIFICATION OR COMPLETENESS OF THE INFORMATION CONTAINED HEREIN. IN ADDITION, THE UNDERSIGNED HEREBY AUTHORIZE(S) THE MANAGING AGENT AND THE CONDOMINIUM ASSOCIATION TO SHARE SUCH PORTIONS OF THE APPLICATION AS THEY MAY REASONABLY BELIEVE NECESSARY TO FULFILL THE PURPOSES OF THIS APPLICATION WITH ANY OTHER PARTIES, AND FURTHER AGREE TO HOLD THE MANAGING AGENT, ITS EMPLOYEES AND AGENTS HARMLESS FROM ANY ERROR OR OMISSION IN THE TRANSFER OF THE INFORMATION OR THE DISTRIBUTION OF SUCH INFORMATION TO THIRD PARTIES.

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Applicant:  \_\_\_\_\_ Date MM/DD/YYYY

Co-Applicant:  \_\_\_\_\_ Date MM/DD/YYYY

Discrimination is prohibited in Board admissions procedures under the following laws:

The Federal Fair Housing Act  
The Civil Rights Act  
The New York State and New York City Human Rights Laws

The New York City Human Rights Law provides that it is unlawful to refuse to sell, rent, lease, approve the sale, rental or lease or otherwise deny a housing accommodation based on actual or perceived race, creed, color, national origin, gender (including gender identity), age, disability, sexual orientation, marital status, partnership status, lawful source of income, alienage or citizenship status or because children are, may be, or would be residing in the accommodation. Where a housing accommodation or an interest is sought or occupied exclusively for residential purposes, the provisions shall be construed to prohibit discrimination in the sale, rental, or leasing of such housing accommodation or interest on account of a persons occupation. Complaints may be filed within one year of an unlawful discriminatory act at the Law Enforcement Bureau of the Citys Commission on Human Rights.

The New York State Human Rights Law provides that it is unlawful to refuse to sell, rent, lease or otherwise deny a housing accommodation on the basis of race, creed, color, national origin, sex, age, disability, sexual orientation, military status, marital status, or familial status. Complaints may be filed within one year of an unlawful discriminatory act to the New York State Division of Human Rights or within three years of an unlawful discriminatory act in State Court. Complaints may not be filed with both the Division and the Court.

The Federal Fair Housing Act prohibits discrimination in housing practices on the basis of race, color, religion, sex, handicap, familial status, or national origin. Individuals who believe they have been victims of an illegal housing practice may file a complaint within one year of the unlawful discriminatory act with the Department of Housing and Urban Development (HUD) or file their own lawsuit in federal or state court. The Department of Justice brings suit on behalf of individuals based on referrals from HUD.

The Civil Rights Act provides that all citizens of the United States shall have the same right to inherit, purchase, lease, sell, hold, and convey real and personal property. The law concerns the rights of all persons to make and enforce contracts, to sue, be parties, give evidence, and to the full and equal benefit of all laws and proceedings for the security of persons and property. Complaints may be filed with the Office for Civil Rights.

## 4. Contract of Sale

Contract of Sale executed by all parties

## 5. Window Guard & Lead Paint Disclosure Form

Window Guard & Lead Paint Disclosure Form must be executed by Seller, Purchaser, and Agent

## PROTECT YOUR CHILD FROM LEAD POISONING AND WINDOW FALLS

### Annual Notice

New York City law requires that tenants living in buildings with 3 or more apartments complete this form and return it to their landlord before **February 15**, each year. **If you do not return this form, your landlord is required to visit your apartment to determine if children live in your apartment.**

#### Peeling Lead Paint

By law, your landlord is required to inspect your apartment for peeling paint and other lead paint hazards at least once a year if a child under 6 years of age (5 years or younger) lives with you.

- You must notify your landlord in writing if a child under 6 comes to live with you during the year.
- If a child under 6 lives with you, your landlord must inspect your apartment and provide you with the results of these paint inspections.
- Your landlord must use safe work practices to repair all peeling paint and other lead paint hazards.
- **Always report peeling paint to your landlord. Call 311 if your landlord does not respond.**

These requirements apply to buildings with 3 or more apartments built before 1960. They also apply to buildings built between 1960 and 1978 if the landlord knows that lead paint is present.

#### Window Guards

By law, your landlord is required to install window guards in all your windows if a child under 11 years of age (10 years or younger) lives with you, OR if you request them (even if no children live with you).

- **It is against the law** for you to interfere with installation, or remove window guards where they are required. Air conditioners in windows must be permanently installed.
- Window guards must be installed so there is no space greater than 4½ inches above or below the guard, on the side of the guard, or between the bars.
- **ONLY** windows that open to fire escapes, and one window in each first floor apartment when there is a fire escape on the outside of the building, are legally exempt from this requirement.

These requirements apply to all buildings with 3 or more apartments, regardless of when they were built.

**Fill out and detach the bottom part of this form and return it to your landlord.**

Please check all boxes that apply:

- A child under 6 years of age (5 years or younger) lives in my apartment.
- A child under 11 years of age (10 years or younger) lives in my apartment and:
- Window guards are installed in all windows as required.
  - Window guards need repair.
  - Window guards are NOT installed in all windows as required.
- No child under 11 years of age (10 years or younger) live in my apartment:
- I want window guards installed anyway.
  - I have window guards, but they need repair.

Last Name

First Name

Middle Name

Street Address

Apt #

City

State Zip Code

Signature

Date

Telephone Number

**Deadline for return: February 15, each year**

Return form to: Name and address of landlord or managing agent. Call 311 for more information on preventing lead poisoning and window falls

## 6. Disclosure of Bedbug Infestation History form

Please complete Disclosure of Bedbug Infestation History form. (enclosed)

## NOTICE TO TENANT/SUB-TENANT/OCCUPANT DISCLOSURE OF BEDBUG INFESTATION HISTORY

Pursuant to the New York City Housing Maintenance Code, an owner/managing agent of residential rental property shall furnish to each tenant/sub-tenant/occupant signing a vacancy lease a notice that sets forth the property's bedbug infestation history.

Tenant(s)/Sub-Tenant(s)/Occupant(s): \_\_\_\_\_

Subject Premises Address: \_\_\_\_\_

Apartment Number: \_\_\_\_\_

Date of Vacancy lease: MM/DD/YYYY

### BEDBUG INFESTATION HISTORY

(only boxes checked apply)

- There is no history of any bedbug infestation within the past year in the building or in any apartment.
- During the past year, the building had a bedbug infestation history that has been the subject of eradication measures. The location of the infestation was on the \_\_\_\_\_ floor(s).
- During the past year the building had a bedbug infestation history on the \_\_\_\_\_ floor(s) and it has not been the subject of eradication measures.
- During the past year the apartment had a bedbug infestation history and eradication measures were employed.
- During the past year the apartment had a bedbug infestation history and eradication measures were not employed.
- Other: \_\_\_\_\_

Tenant(s)/Sub-Tenant(s)/Occupant(s):

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

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

Date: MM/DD/YYYY

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

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

Date: MM/DD/YYYY

Owner/Agent/Managing Agent:

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

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

Date: MM/DD/YYYY

**Bedbug Annual Filing Receipt**

Premises Address: **304 EAST 23 STREET, MANHATTAN**

Certificate Number: **BBR2200281043**

Date Filed with HPD: **12/8/2022**

Filed By: **MAXWELL KATES INC**

Information Period: **November 2021 - October 2022**

Total Dwelling Unit Count: **135**

Infested Dwelling Unit Count: **0**

Eradicated Dwelling Unit Count: **0**

Re-infested Dwelling Unit Count: **0**

I certify that:

A copy of this form and the DOHMH Bedbug Information Notice will be given to each tenant within such multiple dwelling upon each lease renewal or the commencement of a new lease.

## 7. Credit Authorization Form

Credit Authorization Form must be completed by purchaser(s)



#### APPLICANT DISCLOSURE AND RELEASE

In connection with my purchase/lease/employment or other application with you, I understand that consumer reports which may contain public record information may be requested from your agent, StarPoint Screening, 520 E. Zaragoza Street Pensacola, Florida 32502. (877-330-2444) These reports may include the following types of information: names and dates of previous employers, public records, credit data, bankruptcy proceedings, eviction and criminal records, etc., from federal, state and other agencies which maintain such records.

#### I AUTHORIZE WITHOUT RESERVATION, ANY PARTY OR AGENCY CONTACTED BY STARPOINT TO FURNISH THE ABOVE-MENTIONED INFORMATION.

I understand that if my credit file is accessed, it will result in a hard credit inquiry. I hereby authorize procurement of consumer report(s). If approved as a tenant, this authorization shall remain on file and shall serve as ongoing authorization for you to procure consumer reports at any time during my contract period.

Print Name

000-00-0000

Social Security No.

Maiden/Other Names Used

Current Address (Street)

City, State, Zip Code

MM/DD/YYYY

Date of Birth

X

Signature

MM/DD/YYYY

Date



MAXWELL-KATES, INC.

An Associa® Company

**New York applicants only:** Upon request, you will be informed whether or not a consumer report was requested by the Company, and if such report was requested, informed of the name and address of the consumer reporting agency that furnished the report. You have the right to inspect and receive a copy of any investigative consumer report requested by the Company by contacting the consumer reporting agency identified above directly. By signing below, you acknowledge receipt of Article 23-A of the New York Correction Law

**New York City applicants only:** By signing this form, you further authorize the Company to provide you with a copy of your consumer report, the New York City Fair Chance Act Notice form, and any other documents, to the extent required by law, at the mailing address and/or email address you provide to the Company.



## 8. Contact Information Form

Contact Information Form must be completed by purchaser(s)

## **Contact Information Form**

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

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

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

Purchaser: \_\_\_\_\_

Alternate Address (if applicable): \_\_\_\_\_

Purchaser Phone # (000) 000-0000 Business Phone # (000) 000-0000

E-mail: \_\_\_\_\_ Cell Phone # (000) 000-0000

### Occupant Information:

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

Phone #: (000) 000-0000 (000) 000-0000

Business #: (000) 000-0000 (000) 000-0000

E-mail address: \_\_\_\_\_

Cell Phone #: (000) 000-0000 (000) 000-0000

### For Seller(s):

Attorney: \_\_\_\_\_

Phone # (000) 000-0000 (000) 000-0000

E-mail address: \_\_\_\_\_

### For Purchaser(s):

Broker: \_\_\_\_\_

Phone # (000) 000-0000 (000) 000-0000

E-mail address: \_\_\_\_\_

## 9. Applicant Releases

Applicant Releases for the Board and the managing agent to be executed by purchaser(s)

## APPLICANT'S RELEASE

Re: 310/312 East 23<sup>rd</sup> Apt. Corp.  
310-312 East 23<sup>rd</sup> Street  
New York, N. Y. 10011

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

The undersigned applicant(s) is (are) submitting an application to Purchase/Transfer of the above referenced apartment.

Applicant(s) has submitted payment for certain fees including but not limited to fees to check applicants' credit/criminal and to process this application.

Applicant(s) acknowledges that the application to Purchase/Transfer 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 applicant 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(s) release(s) 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 cost and expenses (including attorney's fees) incurred by the Cooperative and/or managing agent.

---

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

---

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

## 10. Employment Letter

Letter from employer(s) stating job function, salary and length of employment.

## 11. House Rules Acknowledgement

House Rules Acknowledgement must be executed by all parties

**310/312 EAST 23<sup>RD</sup> APT. CORP.**

**HOUSE RULES**

1. The public halls and stairways of the Residential Unit shall not be obstructed or used for any purpose other than ingress to and egress from the apartments, and the fire towers shall not be obstructed in any way.
2. Children shall not play in the public halls, courts, stairways, fire towers or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.
3. No public hall above the ground floor of the Residential Unit shall be decorated or furnished by any lessee in any manner without the prior consent of all of the lessees to whose apartments such hall serves as a means of ingress and egress; in the event of disagreement among such lessees, the Directors' determination with respect thereto shall be binding.
4. No lessee shall make or permit any disturbing noises in the Residential Unit or do or permit anything to be done there in 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 phonograph or a radio or television loudspeaker in such lessee's apartment between the hours of 11:00 p.m. and the following 8:00 a.m. if the same shall disturb or annoy other occupants of the Residential Unit. No construction or repair work or other installation involving noise shall be conducted in any apartment except on weekdays (not including legal holidays) and only between the hours of 8:30 a.m. and 5:00 p.m.
5. No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the windowsills of the Residential Unit.
6. 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 Residential Unit without similar approval.
7. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Residential Unit, except such as shall have been approved in writing by the lessor or the Managing Agent.
8. No velocipedes, bicycles, scooters or similar vehicles shall be allowed in a passenger elevator and baby carriages and the above mentioned vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the Residential Unit.

9. *No electric bicycles or electric scooters or the lithium ion batteries used to power such bicycles and scooters are permitted in any Apartment, on any terraces, balconies or any other spaces appurtenant to the Apartment, or in the common areas of the building (including but not limited to the public halls, lobbies, basement (including the bicycle room and storage room), elevator, vestibules and stairways) (collectively, the "Property"). As such, no Shareholder shall permit any electric bicycle or electric scooter (whether belonging to the Shareholder or to their guests, employees, agents, visitors, tenants, sublessees or licensees (collectively, "Guests") to be brought into, kept, charged or stored in the Property.*
10. Messengers and trades people shall use such means of ingress and egress as shall be designated by the lessor.
11. Kitchen supplies, market goods and packages of every kind are to be delivered only at the service entrance of the building, if any, and through the service elevator to apartments when such elevator is in operation.
12. Trunks and heavy baggage shall be taken in or out of the building through the service entrance, if any.
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.
14. Water closets and other water apparatus in the Residential Unit shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closet or other apparatus shall be paid for by the lessee in whose apartment it shall have been caused.
15. No lessee shall send any employee of the lessor out of the Residential Unit on any private business of a lessee.
16. No bird or animal shall be kept or harbored in the Residential Unit unless the same in each instance is expressly permitted in writing by the lessor; such permission shall be revocable by the lessor. In no event shall dogs be permitted on elevators or in any of the public portions of the building unless carried or on leash. No pigeons or other birds or animals shall be fed from the windowsills, terraces, balconies or in the yard, court spaces or other public portions of the Residential Unit, or on the sidewalks or street adjacent to the Residential Unit.
17. No radio or television aerial shall be attached to or hung from the exterior of the Residential Unit without the prior written approval of the lessor or the Managing Agent.
18. No vehicle belonging to a lessee or to a member of the family or guest, subtenant or employee of a lessee shall be parked in such manner as to impede or prevent ready access to any entrance of the Residential Unit by another vehicle.

19. A lessee shall use the available laundry facilities only upon such days and during such hours as may be designated by the lessor or the Managing Agent.
20. The lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.



BoardPackager®  
Preview

20. Unless expressly authorized by the Directors in each case, the floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material, to the extent of at least 80% of the floor area of each room excepting only kitchens, pantries, bathrooms, maid's rooms, closets and foyer.
21. No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment without the consent of the lessor or its Managing Agent.
22. The lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the lessee during ten days after notice in writing from the lessor or the 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 such purpose and to charge the cost off such cleaning to the lessee.
23. The passenger and service elevators, unless of 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, employees or subtenants.
24. Complaints regarding the service of the Residential Unit shall be made in writing to the Managing Agent of the lessor.
25. Any consent or approval given under these House Rules by the lessor shall be revocable at any time.
26. The following rules shall be observed with respect to incinerator equipment:
  - (i) All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel.
  - (ii) Debris should be completely drip-free before it leaves the apartment and carried to the incinerator closet in a careful manner and in a drip-proof container; then placed into the flue hopper so it will drip into the flue for disposal.
  - (iii) No bottles or cans shall be dropped down the flue before 10:00 a.m. or after 5:00 p.m.
  - (iv) Cartons; boxes; crates, sticks of wood or other solid matter shall not be stuffed into hopper opening. Small items of this nature may be left in a neat manner on the incinerator closet floor. Bulky items should be left at the service elevator area, if any, between 10:00 a.m. and 6:00 p.m. and a service employee, if any. If there is no service elevator, then the Managing Agent or person acting in such capacity should be contacted with regard to disposal of bulky items.

- (v) Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible substances or lighted cigarettes or cigar stubs be thrown into the incinerator flue.
  - (vi) Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed through hopper door panel into flue.
  - (vii) The Superintendent shall be notified of any drippings, or moist refuse, appearing on incinerator closet floor and corridors.
27. 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. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition.
28. The agents of the lessor, and any contractor or workman 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 to control or exterminate any such vermin, insects or other pest. If the lessor takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the lessee, as additional rent.
29. No smoking is permitted within 25 feet of the entrance to the building or in any of the building's common areas, including without limitation its lobby, hallways, elevators, stairwells, basement and laundry room. Smoking is not permitted on fire escapes. Smoking is permitted inside apartments, but only so long as the smoke, odor or vapor attributable thereto does not escape the apartment so as to be perceptible in other apartments or in hallways or other common areas. The word "smoking" for the purpose of this policy means inhaling, exhaling, burning or carrying any lighted cigar, conventional cigarette or pipe, operating electronic cigarette, or other form of lighted object or operating device which contains tobacco or any other material intended to produce either smoke or a non-therapeutic aerosol for inhalation.
30. These House Rules may be added to, amended or repealed at any time by resolution of the Directors.

## 12. Homeowners Insurance Acknowledgement

Homeowners Insurance Acknowledgement must be executed by all parties

## HOMEOWNERS INSURANCE

Please be advised that it is a policy of your apartment corporation that all shareholders and tenants carry Homeowners Insurance throughout their ownership and/or residency. Therefore, we request that you include a copy of your insurance binder with this application.

Acknowledged and Agreed by:

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Proposed Shareholder signature

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Proposed Shareholder signature

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

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

### IMPORTANT NOTE REGARDING INSURANCE REQUIREMENTS:

- a) comprehensive personal liability insurance coverage against claims of bodily injury and property damage, with a combined single limit of liability of at least \$500,000 per occurrence,
- (b) all-risk personal property insurance coverage (including coverage for water damage) with respect to the furniture, fixtures and other contents of the Apartment, and the value of improvements and betterments to the Apartment.
- (c) Such insurance policies shall be issued by one or more insurance companies, licensed to do business in New York.
- (d) Shareholder shall name Lessor as an additional insured party and designate the Lessor as a "certificate holder" entitled to notice if the policy is terminated.

## 13. Tax Abatement Form

Tax Abatement Form must be executed by all parties



MAXWELL-KATES, INC.

An Assovia® Company

**ACKNOWLEDGEMENT REGARDING  
TAX ABATEMENT / REFUND / CREDIT**

We, the undersigned seller(s) and purchaser(s) of cooperative unit # \_\_\_\_\_ (the "Unit") in the building located at \_\_\_\_\_ (Building Address) hereby represent and warrant that: (i) we recognize that a real estate tax abatement/refund/credit with regard to the Unit for a current or past municipal tax year may be issued by the New York City Department of Finance subsequent to the date hereof, and a credit or assessment by the building may result (ii) we have made our own arrangements for any adjustment between us, or we have waived same, with regard to any such abatement/refund/credit/assessment, and (iii) we hereby release \_\_\_\_\_ (the "Corporation") and Maxwell-Kates, Inc. and any past or future agents or owners from any responsibility and liability with regard hereto.

Seller's Name  Seller's Signature MM/DD/YYYY  
Date

**Seller's Name** \_\_\_\_\_ **Seller's Signature** \_\_\_\_\_ **MM/DD/YYYY**  
**Date**

Purchaser's Name \_\_\_\_\_  Purchaser's Signature \_\_\_\_\_ MM/DD/YYYY  
Date \_\_\_\_\_

Purchaser's Name  Purchaser's Signature MM/DD/YYYY  
Date



## 14. Pet Owners Statement of Responsibilities

Pet Owners Statement of Responsibilities must be executed by all parties

# MAXWELL - KATES, INC.

## PET OWNERS STATEMENT OF RESPONSIBILITIES

Re: Apt #                   

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Type of Pet

In return for the Board of Directors granting permission to harbor the above listed pet in my apartment, I hereby agree to the following:

I will do my best to prevent my pet from annoying other residents, including minimizing noise and odors created by my pet.

I will keep my pet on a leash or in a carrier in all common areas of the building, including halls, stairs, elevators and lobby. In the event my pet should cause damage to any of the common areas of the building, I will be responsible for the cost of cleaning or repairing such damages.

The undersigned further specifically acknowledges and agrees that a failure to abide by the above listed responsibilities will be considered a default under the terms of the proprietary lease.

---

Tenant/Shareholder Signature

---

Tenant/Shareholder Signature

---

Date

---

Date

9 East 38th Street, 6th Floor, New York, NY 10016

Tel: 212.684.8282 Fax: 212.684.8077 [www.maxwellkatesinc.com](http://www.maxwellkatesinc.com)

## 15. If financing,

If financing, commitment letter, appraisal and three (3) original executed Aztech Recognition agreements must be submitted with the package

## 16. Reference Letters (Business)

Applicant(s) must each submit three (3) businesses reference letters

## 17. Net Worth Affidavit

Net Worth Affidavit must be executed by purchaser(s)

**AFFIDAVIT AS TO NET WORTH**

NOTE: If purchaser, loan or sublease is being made by more than one person, each applicant must submit an affidavit as to the applicant's net worth.

STATE OF NEW YORK)

} ss:

COUNTY OF NEW YORK}

\_\_\_\_\_, being duly sworn, deposes and states the following: I submitted herewith a true statement of my assets, liability and current net income. I make this affidavit in order to induce the Board of Directors of (CO-OP NAME): \_\_\_\_\_, to approve the following:

(Cross out inapplicable portion)

1) The transfer to me of stock of said Corporation now owned by

\_\_\_\_\_  
and the assignment to me of the lease of apartment # \_\_\_\_\_ at:

2) The borrowing by me of \$ \_\_\_\_\_ on the security of stock of (CO-OP NAME):  
\_\_\_\_\_  
be owned by me.

 X \_\_\_\_\_  
Applicant's Signature

X \_\_\_\_\_  
Applicant's Signature

## 18. Statements of Assets and Liabilities

Statements of Assets and Liabilities must be filled out by all purchaser(s). (Balance sheet, notes to balance sheet, annual income statement and expense). Packages must include verification of assets (i.e. letter from bank(s) stating type of account, amount on deposit, in dollars and age of account monthly brokerage statements, etc.)

ASSETS

ASSETS

	<u>Applicant</u>	<u>Co-Applicant</u>
Cash	_____	_____
Checking Accounts (Note 1)	_____	_____
Saving Accounts (Note 1)	_____	_____
Marketable Securities (Note 2)	_____	_____
Life Insurance Net Cash Value	_____	_____
Non Marketable Securities (Note 2)	_____	_____
Real Estate Owned (Note 3)	_____	_____
Automobiles/Pleasure Craft Owned	_____	_____
Vested Interest in Retirement Fund (Note 5)	_____	_____
Net Worth of Business Owned (Note 5)	_____	_____
Furniture and Personal Property	_____	_____
Notes Receivable	_____	_____
Other Assets	_____	_____

**TOTAL ASSETS**

**LIABILITY**

Installment Debt Payable (Note 6)	_____	_____
Other Unsecured Loans (Note 6)	_____	_____
Mortgage Loans (Note 6)	_____	_____
Automobiles/Pleasure Craft Loans	_____	_____
Other Secured Loans (Note 6)	_____	_____
Other Liabilities (Note 7)	_____	_____
Income Tax Payable	_____	_____

**TOTAL LIABILITIES**

<b>NET WORTH</b> (assets minus liabilities)	_____	_____
---	-------	-------

**TOTAL LIABILITIES & NET  
WORTH**

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(The Notes on the attached page are part of this Balance Sheet and must be completed.)

Please indicate below any lease commitments (autos, pleasure crafts, etc. to which you are obligated.)

**X**

TENANT SIGNATURE

**X**

TENANT SIGNATURE



## NOTES TO BALANCE SHEET

<u>Note 1</u>	Account #	Name and Address of Banking Institution	Balance

<u>Note 2</u>	Type of Shares	Issuer	Market Value	Monthly Dividend & Interest

(Please submit brokerage statements or other reports)

<u>Note 3</u>	Address of Property	Type of Property	Cost of Property	Market Value	Amt. of Mort. & Other Loans

Monthly Gross Rental Income	Monthly Mort. Pyt.	Monthly Tax Maintenance & Misc. Pyts.	Monthly Rental Income

<u>Note 4</u>	Make and Year of Vehicle:

Note 5      Briefly Describe Other Assets: \_\_\_\_\_

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Note 6      Please provide the following for all Debt:

Creditor's Name and Address	Acct No.	Monthly Payments	Unpaid Left	Balance

Note 7      Briefly describe any other liabilities:

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### ANNUAL INCOME STATEMENT

Income (Annual)	Applicant	Co-Applicant
Salaries	_____	_____
Bonus	_____	_____
Commission	_____	_____
Div/Interest	_____	_____
Alimony/Child Support	_____	_____
Rental Income	_____	_____
Sale of Capital	_____	_____
Other	_____	_____
(Itemize Separately)		
1.	_____	_____
2.	_____	_____
3.	_____	_____
4.	_____	_____

### **TOTAL INCOME**

---

Purchase Price for Stock: \$ \_\_\_\_\_ Amount Financed: \$ \_\_\_\_\_

Loan Type: Fixed Rate  OR Adjustable Rate

Interest Rate: \_\_\_\_\_ % Term \_\_\_\_\_ yrs Monthly Payment \$ \_\_\_\_\_ per month

Sources of funds for each portion of purchase: \_\_\_\_\_

Monthly Maintenance: \$ \_\_\_\_\_ per month

Liquid assets after purchase: \$ \_\_\_\_\_

### ESTIMATED ANNUAL HOUSING EXPENSES

Rent	_____
Maintenance	_____
Mortgage	_____
Other Financing	_____
Real Estate Taxes	_____
Loans	_____
Other	_____

TOTAL HOUSING EXPENSE \_\_\_\_\_

HOUSING TO INCOME RATIO: \_\_\_\_\_



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## 19. Tax Returns

Fully executed copies of the last one (1) years tax return must be submitted with package.

## 20. Gas Leak Procedure

## **PROCEDURE FOR TENANTS REGARDING SUSPECTED GAS LEAKS**

The law requires the owner of the premises to advise tenants that when they suspect that a gas leak has occurred, they should take the following actions:

1. Quickly open nearby doors and windows and then leave the building immediately; do not attempt to locate the leak. Do not turn on or off any electrical appliances, do not smoke or light matches or lighters, and do not use a house-phone or cell-phone within the building;
2. After leaving the building, from a safe distance away from the building, call 911 immediately to report the suspected gas leak;
3. After calling 911, call the gas service provider for this building as follows:

<u>Con Edison</u>	<u>1-800-752-6633</u>
Provider	Number

## **PROCEDIMIENTO PARA LOS INQUILINOS CUANDO HAY SOSPECHA DE FUGA DE GAS**

La ley requiere que el propietario de la casa o edificio informe a los inquilinos que cuando sospechan que se ha producido un escape de gas, deben tomar las siguientes medidas:

1. Abra rápidamente las puertas y ventanas cercanas y salga del edificio inmediatamente; No intente localizar el escape de gas. No encienda o apague ningún electrodoméstico, no fume ni encienda fósforos ni encendedores, y no utilice un teléfono de la casa o un teléfono celular dentro del edificio;
2. Después de salir del edificio, a una distancia segura del edificio, llame al 911 inmediatamente para reportar sus sospechas;
3. Después de llamar al 911, llame al proveedor de servicio de gas para este edificio, de la siguiente manera:

<u>Con Edison</u>	<u>1-800-752-6633</u>
Proveedor	Telefono

## 21. Important Billing Notice

June 2016

## IMPORTANT BILLING NOTICE

### Attention Shareholders/Unit Owners of Maxwell-Kates, Inc. Managed Properties

Please see the following message below from the MKI Accounting Department regarding information concerning all Shareholders/Unit Owners who pay maintenance charges/common charges.

#### Change of Address for Payments

**Please note that our address for accepting payments made by paper check or through your bank's online bill pay feature has changed. It is imperative to update this information with your bank and on your paper checks. Please send payments to the updated address below moving forward (be sure to include the remittance portion of your bill along with your payment and indicate your account number on your check):**

c/o Maxwell Kates, Inc.  
P.O. Box 354  
Emerson, NJ 07630

#### Manage & Pay Your Bills Online

If you make payments by check or through your banks Online Bill Pay feature, we request that you sign up with **ClickPay** in order to view and pay your monthly statements online.

To get started, visit [www.maxwellkates.com](http://www.maxwellkates.com) and click **Pay Now**. Add your unit using the account number listed on your monthly statement and select your preferred payment method. Residents can set up automatic recurring payments or make one-time monthly payments online by e-Check (ACH) for FREE or by all major credit cards for a fee.



For online payment support, please contact **ClickPay** online at [www.clickpay.com/help](http://www.clickpay.com/help), by email at [support@clickpay.com](mailto:support@clickpay.com) or by phone at 1.800.533.7901 (opt. 1).

#### Auto-Debit Program Reminder

As a reminder, Maxwell-Kates has moved its Auto-Debit program (ACH) over to **ClickPay** as of February 2016.

**If you were already on ACH, there is no action required on your part and the change has not disrupted payments set up originally through the program.** Payments will continue to be withdrawn automatically each month as they have done in the past. Due to a format change done in May, you will no longer see "ACH Participant" on the top of your monthly bill and your bill should show an amount due. The amount due will then be debited on the 5th of the month.

## 22. Bulk Letter

Bulk letter enclosed for informational purposes.



COMMUNITY  
SOLUTIONS

## IMPORTANT INFORMATION ABOUT YOUR SPECTRUM SERVICE

*See below for details*

September 25, 2018

CURRENT RESIDENT  
310 E 23RD ST APT  
NEW YORK, NY 10010

Dear Resident,

We are writing to inform you that that 310/312 East 23<sup>rd</sup> Apartment Corporation has signed a bulk agreement with Spectrum to provide the following services, effective November 1, 2018.

- Spectrum TV® Select, Digi Tier 1, HBO and Showtime (1 Spectrum Receiver)
- Spectrum Internet® (1 Modem and Wireless Router)

You are eligible for one Spectrum Receiver, modem and wireless router at no charge.

If equipment is needed, visit your Spectrum Store at 43 West 23<sup>rd</sup> Street, New York, NY 10010 to pick up a self-installation kit or call us at 833-697-7328 on or after November 1, 2018 to schedule a professional installation (installation fees will apply).

When calling, be sure to tell the Spectrum representative your address, unit number, and that there is a bulk agreement scheduled to begin on November 1, 2018 in your building.

All equipment or services outside the bulk agreement will be an additional charge (for example: additional Spectrum Receivers, additional Premium Channels, On Demand, Spectrum Voice®, etc.).

**If you decide to move, you will be responsible for returning the Spectrum equipment to your nearest Spectrum Store. Any unreturned Spectrum equipment will result in unreturned equipment fees.**

We look forward to serving you and your community.

Sincerely,

Spectrum Community Solutions

## 23. W-9 Form

Please complete IRS W-9 Form (enclosed).

**W-9**

Form  
(Rev. October 2018)  
Department of the Treasury  
Internal Revenue Service

# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

Print or type.  
See Specific Instructions on page 3.

1. Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
2. Business name/disregarded entity name, if different from above	
<p>3. Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.</p> <p><input type="checkbox"/> Individual/sole proprietor or <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate single-member LLC</p> <p><input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) *</p> <p><small>Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.</small></p> <p><input type="checkbox"/> Other (see instructions) *</p>	
<p>4. Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):</p> <p>Exempt payee code (if any) _____</p> <p>Exemption from FATCA reporting code (if any) _____</p> <p><small>(Applies to accounts maintained outside the U.S.)</small></p>	
5. Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
6. City, state, and ZIP code	
7. List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number		
____	-	____

or									
Employer identification number									
____	-	____	____	____	____	____	____	____	____

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person*
--------------	------------------------------

Date\*

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
  - Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
  - Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
  - Form 1099-S (proceeds from real estate transactions)
  - Form 1099-K (merchant card and third party network transactions)
  - Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
  - Form 1099-C (canceled debt)
  - Form 1099-A (acquisition or abandonment of secured property)
- Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester.
2. You do not certify your TIN when required (see the instructions for Part II for details).
3. The IRS tells the requester that you furnished an incorrect TIN.
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not leave this line blank.** The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual	Individual/sole proprietor or single-member LLC
• Sole proprietorship, or	
• Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	
• LLC treated as a partnership for U.S. federal tax purposes,	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or	
• LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4. Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)

2—The United States or any of its agencies or instrumentalities

3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

4—A foreign government or any of its political subdivisions, agencies, or instrumentalities

5—A corporation

6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession

7—A futures commission merchant registered with the Commodity Futures Trading Commission

8—A real estate investment trust

9—An entity registered at all times during the tax year under the Investment Company Act of 1940

10—A common trust fund operated by a bank under section 584(a)

11—A financial institution

12—A middleman known in the investment community as a nominee or custodian

13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for ...	THEN the payment is exempt for ...
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a) J—

A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

#### Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

#### Line 6

Enter your city, state, and ZIP code.

### Part I. Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

### Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

### What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee) b. So-called trust account that is not a legal or valid trust under state law	The grantor-trustee <sup>3</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The actual owner <sup>4</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The owner <sup>5</sup>
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>6</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

### Secure Your Tax Records From Identity Theft

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN.
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.** Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/identityTheft](http://www.irs.gov/identityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

## 24. Photo Identification

Please upload a copy of Photo identification.

## 25. Primary Residence Form

Please complete the Primary Residence Form (enclosed).

# MAXWELL-KATES, INC.

## Cooperative/Condominium Confirmation of Primary Residence

Please complete the form legibly and provide all the information required for the Cooperative/Condominium Property Tax Abatement Program. **If there are more than two (2) owners**, please make an additional copy of this Form and submit it. If the unit is owned by a Trust, the Trust name should be shown on the Line Owner #1 with the name(s) of the beneficiaries, Trustees, Life Estate Holder who reside in the Unit shown on the line for Owner #2.

### Owner #1

### Owner #2

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

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

Apartment Number: \_\_\_\_\_

Social Security Number: 000-00-0000 \_\_\_\_\_

Date of Purchase: MM/DD/YYYY \_\_\_\_\_

### Contact Information:

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

Telephone: (000) 000-0000 \_\_\_\_\_ (000) 000-0000 \_\_\_\_\_

Primary Residence?  Yes  No

Date The Unit Became Your Primary Residence: MM/DD/YYYY \_\_\_\_\_

Do you own any other Units in this Residential Development?

Yes

No

If Yes, Unit #s \_\_\_\_\_

The undersigned certifies that the information provided herein is accurate and can be relied upon by Maxwell-Kates, Inc., its agents and the New York City Department of Finance (DOF) to determine eligibility for the Cooperative/Condominium Property Tax Abatement. We understand that any changes to the status of residence must be timely communicated to you by email to abatements@maxwellkates.com so that it may be reported to the Department of Finance in order to adjust your abatement eligibility. The undersigned further agrees to hold harmless Maxwell-Kates, Inc. against any claims of failure of the DOF to approve an abatement claimed or believed to be due a Shareholder.

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

Date: MM/DD/YYYY \_\_\_\_\_ MM/DD/YYYY \_\_\_\_\_

### PLEASE KEEP A COPY OF THIS COMPLETED FORM FOR YOUR FILES AND RECORDS.

The Department of Finance will ultimately determine if you are eligible for the Abatement Program.

The Abatement Program is different than the STAR/Veterans/Disabled Homeowners/Senior Citizen Exemptions which require the Shareholder to file a separate form directly with the DOF. If you believe that you are eligible and have not received any of these personal exemptions, information and the forms are available at the DOF website at [www.nyc.gov/finance](http://www.nyc.gov/finance)

9 East 38th Street, 6th Floor, New York, NY 10016 Tele: (212) 684-8282 website: [www.maxwellkates.com](http://www.maxwellkates.com)

## 26. Alteration of Assumption

Please complete the Alteration of Assumption (enclosed).

**EXHIBIT "E"**  
**PURCHASER'S ASSUMPTION OF ALTERATION AGREEMENT \***

WHEREAS, simultaneously with its execution and delivery of this Assumption of Alteration Agreement, the undersigned is becoming the owner of the shares (the "Shares") in the \_\_\_\_\_ (the "Lessor Corporation") and the proprietary lease appurtenant thereto that relates to Apartment \_\_\_\_\_ (the "Apartment") in the building known as \_\_\_\_\_ (the "Lease"); and

WHEREAS, a prior owner of the Shares and Lease (the "Shareholder") and the Lessor Corporation entered into an Alteration Agreement dated \_\_\_\_\_ (the "Alteration Agreement"), a copy of which is attached hereto,

WHEREAS, the Alteration Agreement (1) provides that any person acquiring Shares and a Lease shall assume the obligations of the Shareholder under the Alteration Agreement and (2) authorizes the Corporation not to consent to or to register the transfer of such Shares and Lease to the Apartment to any person unless and until such person assumes the obligations of the Shareholder under the Alteration Agreement.

NOW, THEREFORE, in order to induce the Corporation to consent to, and register on the records of the Corporation, the transfer of the Shares and Lease to the Apartment to the undersigned, the undersigned hereby ASSUMES AND AGREES TO PERFORM AND OBSERVE all the terms, covenants and conditions of the Alteration Agreement to be performed or observed by the Shareholder thereunder (including the provisions of Paragraph 15 thereof pertaining to future transfers).

Henceforth, the term "Shareholder" as used in the Alteration Agreement shall mean the undersigned with the same force and effect as though the undersigned had been the original Shareholder thereunder. Any breach of this Assumption of the Alteration Agreement or of the Alteration Agreement shall constitute a breach of the Lease appurtenant to the Apartment. This Assumption of Alteration Agreement shall be binding on, and enforceable against, the undersigned and the undersigned's estate, heirs, executors, administrators, personal representatives, successors and assigns.

\_\_\_\_\_, New York \_\_\_\_\_

Date: MM/DD/YYYY \_\_\_\_\_

State of New York }

} ss.:

County of New York }

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, before me personally came \_\_\_\_\_, to  
me known and known to me to be the individual described in and who executed the foregoing instrument, and duly acknowledged to me that  
[she][he] executed the same.

X \_\_\_\_\_

\* To be executed by a purchaser where the apartment being acquired is the subject of an Alteration Agreement in the managing agent's files.

## 27. Move In/Out Deposits

Please refer to the attached for additional information. Kindly complete the Rentable Acknowledgement Form (enclose).



# A Simplified Security Deposit Management Platform



## Easy to use Platform

Get your deposit done in minutes. Our easy-to-use platform makes move-in stress-free—no paperwork, no hassle, just a fast and secure way to pay your deposit and manage everything in one place.



## Electronic Payment & Disbursements

No more checks, forwarding addresses, or snail mail. Using Rentable, you receive your deposit funds 10x faster at the end of your lease term.



## Increase Transparency over Your Deposit Funds

No need to wonder about where your money is. You'll be able to track your deposit funds throughout the lease term. The Rentable platform allows you to track interest accrual (if applicable), see where the deposit funds are held, and get a breakdown of any deductions at the end of the lease.

**Please Note:** Security deposit invitations will come from [noreply@rentable.com](mailto:noreply@rentable.com)

- If you have not received the email, be sure to check the "Spam" folder or "Promotions" tab
- Questions? Reach out to our support team!
- [Support@rentable.com](mailto:Support@rentable.com)

## Why Rentable?

"Using Rentable gives me the peace of mind. It was so simple and I can track my payments.

I know that my security deposit are being handled correctly. Plus, I'm excited to receive my deposit back faster when I move out!

Mid-Twenties Professional, NY



## Rentable Acknowledgement

By signing below, I acknowledge that I have received a copy of the Rentable Informational document, have read and understand its contents, and agree to adhere to the procedures and requirements outlined within it. I also consent to receiving emails from noreply@rentable.com regarding my coop/condominium/rental activities and related communications.

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Signature

---

Print Name

Person

---

Date of Signature

Date

