



Dear Prospective Tenant,

Thank you for your interest in *Nagle Apartments Corp.*, we look forward to assisting you with your sublet application!

Enclosed, you will find the Sublet Application Package to include application instructions, forms, acknowledgments, a fee schedule, as well as rules and regulations. Once your application package is complete and ready to be submitted for the Boards review, kindly send to the following for processing:

Blue Woods Management Group, Inc.  
3 West Main Street, Suite 205,  
Elmsford, N.Y. 10523  
Attn: Claire Bowen / Transfer Department

Please note, that it is imperative your application package is submitted as complete and includes all applicable application fees/deposits. Applications with missing information, documents, signatures, and/or fees will be considered incomplete and will not be released to the Board of Directors and will be returned to you for corrections.

Should you have any questions or concerns, please contact me at 914.524.8600 Ext# 4066 or via E-Mail [cbowen@bluewoodsmgmt.com](mailto:cbowen@bluewoodsmgmt.com).

Thank you,

*Claire Bowen*

Claire Bowen  
Transfer Agent  
Blue Woods Management Group, Inc.

BLUE WOODS MANAGEMENT GROUP, INC.  
3 WEST MAIN STREET, SUITE 205  
ELMSFORD, N.Y. 10523  
(O): 914.524.8600

**COOPERATIVE NAME: NAGLE APARTMENT CORP.**

31-37 Nagle Avenue & Bogardus Place, New York, N.Y. 10040

**SUBLET APPLICATION FEE SCHEDULE**

**PAYABLE TO BLUE WOODS MANAGEMENT GROUP, INC (FROM APPLICANT/PROPOSED SUB-TENANT):**

- Application Fee \$400.00
- Credit/Background Check \$75.00 per applicant (required for all adult occupants)

**PAYABLE TO NAGLE APARTMENT CORP (FROM APPLICANT/PROPOSED SUB-TENANT):**

- Corp. Application Fee \$75.00
- Move-In Fee \$250.00
- Move-In Deposit\* \$250.00




**PAYABLE TO NAGLE APARTMENT CORP (FROM OWNER):**

- Move-Out Fee \$250.00
- Move-Out Deposit\* \$250.00

\*Security against possible damage for move. Funds are not used if no damage occurs.

All listed checks must be received with application or application will not be processed and will be returned.

**Sublet Fees & Sublet Policy Guidelines (Effective December 2011):**

-  All EXISTING sublets: A third (3<sup>rd</sup>) year is still allowed and fees stay the same at \$25 per share (annual fee)
-  All NEW sublets: First (1<sup>st</sup>) year is \$15 per share and the second (2<sup>nd</sup>) year is \$25 per share
  - Only two (2) years are allowed, maximum out of every six years.
  - There will no longer be a third (3<sup>rd</sup>) year considered
-  Sublet Fee
  - May be billed to your maintenance account in twelve (12) equal monthly installments **OR**
  - Payable by check for the full annual amount to Nagle Apartments Corp. with submitted application

**Application Fee /Sublet Policy Acknowledgement:** I/we hereby acknowledge that all fees paid pursuant to this application are non-refundable, unless otherwise noted. I/we hereby acknowledge the sublet policy guidelines.

\_\_\_\_\_  
Applicant (sub-tenant) Name

\_\_\_\_\_  
Applicant (sub-tenant) Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant (sub-tenant) Name

\_\_\_\_\_  
Co-Applicant (sub-tenant) Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shareholder (over-tenant) Name

\_\_\_\_\_  
Shareholder (over-tenant) Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shareholder (over-tenant) Name

\_\_\_\_\_  
Shareholder (over-tenant) Signature

\_\_\_\_\_  
Date

**COOPERATIVE NAME: NAGLE APARTMENT CORP.**

31-37 Nagle Avenue & Bogardus Place, New York, N.Y. 10040

**SUBLET APPLICATION CHECKLIST - INCLUDE THIS CHECKLIST AS PART OF APPLICATION**

**SUBMIT COMPLETE SUBLET APPLICATION TO THE MANAGING AGENT:**

**ATTN: TRANSFER DEPARTMENT**

**BLUE WOODS MANAGEMENT GROUP, INC.**

**3 WEST MAIN STREET SUITE # 205, ELMSFORD, N.Y. 10523**

**(O): 914.524.8600**

To consider your request for sublet, please review all information in this application to determine what must be submitted to request sublet approval of your apartment. Please review the enclosed Sublet Policy Guidelines and Fee Schedule in detail to understand sublet rules and sublet charges to Shareholder, if sublet is approved. Anticipate the entire process to take no less than five (5) weeks from the time your COMPLETE application is submitted to the managing agent. Plan lease dates and living accommodations accordingly. Should you have any questions with regard, contact the Transfer Department at 914.524.8600.

**TWO (2) SETS to include:** One (1) original hard copy set AND (1) collated copied set. **ALL social security numbers and account numbers MUST be REDACTED from all pages of the copied set.** All sets must include the requested documentation listed in section one and in section two with insert section title pages (do not use colored paper). Submit documents in the precise order as the items are listed on this sublet application checklist.

**Section 1: SUBLET APPLICATION DOCUMENTS**

- ☐ Contact Sheet (to include contact information for all parties)
- ☐ Credit Report Release Authorization Form (Required for all adult occupants whether or not they are named on the Lease Agreement)
- ☐ Shareholder(s) Application (Approval of Sublease & Reason for Subletting (form enclosed))
- ☐ Acknowledgement of Sublet Fee Schedule and Sublet Policy Guidelines signed by Shareholder and proposed Sub-Tenant
- ☐ Sublet Application (3 pages - to be signed by applicants)
- ☐ Executed Sublease Agreement & Rider to Sublease
- ☐ Proof of Income: Two last consecutive paystubs (per applicant)
- ☐ Federal Tax Returns with W2s for the last year. If self-employed, please include the profit/loss statement.
- ☐ Acknowledgments:
  - ☐ House Rules
  - ☐ Sublet Policy
  - ☐ Smoke/Carbon Monoxide Detector
  - ☐ Emergency Contact Form
  - ☐ Window Guards
  - ☐ Lead Based Paint (Exhibits A & B)

**Section 2: REFERENCE LETTERS**

- ☐ Three (3) Personal Reference Letters (per applicant)

**NOTE:** Reference Letters are to be personally written by the individual providing the letter of reference. They are to include the full name, address and contact number of the individual providing the letter of reference.

**Letters of reference are required for all adult occupants.**

- ☐ Landlord or Managing Agent Reference Letter: To clearly state period of tenancy, timeliness of rent payments and any problems/complaints.
- ☐ Employer Reference Letter for each applicant. Must be provided from Human Resources Manager, Personnel Director, or Payment Department. Letter to include: (1) Length of employment (2) Position held/Title (3) Annual Compensation (salary & bonus stated separately). If self-employed, provide a letter from your accountant stating annual income and net worth. Retired applicants should provide copies of pension or social security award letters.

**For the purposes of this sublet transaction when stated in enclosed documents, the shareholder is also known as the "Over-tenant" and the proposed subtenant is also known as the "Under-tenant".**

**COOPERATIVE NAME: NAGLE APARTMENT CORP.**

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**CONTACT SHEET FOR ALL PARTIES INCLUDING SUMMARY INFORMATION ON UNIT**

DATE: \_\_\_\_\_

APT # \_\_\_\_\_

LEASE TERM (***DATES THROUGHOUT THE SUBLET APPLICATION MUST MATCH***)

START DATE (MM/DD/YYYY) \_\_\_\_ / \_\_\_\_ / \_\_\_\_ END DATE: (MM/DD/YYYY) \_\_\_\_ / \_\_\_\_ / \_\_\_\_

SHAREHOLDER PURCHASE DATE OF COOPERATIVE: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

HOW MANY YEARS HAVE YOU "SHAREHOLDER" SUBLET: \_\_\_\_\_ YEARS.  
(indicate # of years)

<b><u>SHAREHOLDER INFORMATION</u></b>			
<b><u>SHAREHOLDER #1</u></b>		<b><u>SHAREHOLDER #2</u></b>	
Name:		Name:	
Forwarding Address:		Forwarding Address:	
City/State/Zip		City/State/Zip	
Best Phone:		Best Phone:	
E-Mail:		E-Mail:	

<b><u>SUB-TENANT INFORMATION</u></b>			
<b><u>SUB-TENANT #1</u></b>		<b><u>SUB-TENANT #2</u></b>	
Name:		Name:	
Current Address:		Current Address:	
City/State/Zip		City/State/Zip	
Best Phone:		Best Phone:	
E-Mail:		E-Mail:	

<b><u>REAL ESTATE BROKER INFORMATION</u></b>	
Representing Owner (Name/Phone/Email):	
Representing Tenant (Name/Phone/Email):	

**COOPERATIVE NAME: NAGLE APARTMENT CORP.**

31-37 Nagle Avenue & Bogardus Place, New York, N.Y. 10040

**CREDIT REPORT RELEASE**

I hereby authorize BLUE WOODS MANAGEMENT GROUP, INC. on behalf of Nagle Apartments Corp., at 31-37 Nagle Avenue & Bogardus Place, New York, N.Y. 10040, to request and receive any and all information from any credit bureaus, previous employers (with respect to matters other than occupation), references, and, with respect to any criminal convictions from any law enforcement agencies.

I will hold harmless and/release BLUE WOODS MANAGEMENT GROUP, INC, and Nagle Apartments Corp., at 31-37 Nagle Avenue & Bogardus Place, New York, N.Y. 10040, from any and all claims and liability which may arise now or in the future with regard to the obtaining or the releasing of the above stated information for the purpose of doing credit checks, reference checks, and criminal activity checks.

Please PRINT the following:

1. Full name and/or aliases: \_\_\_\_\_

Full address (address, city, state, zip): \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth (MM/DD/YYYY): \_\_\_\_\_

Employers Name (Company Name) \_\_\_\_\_

Are you 18 years of age or older? Yes: \_\_\_\_\_ No: \_\_\_\_\_ If not, state your age: \_\_\_\_\_

Agreed to by: \_\_\_\_\_  
Signature/Date

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2. Full name and/or aliases: \_\_\_\_\_

Full address (address, city, state, zip): \_\_\_\_\_

Social Security Number: \_\_\_\_\_ Date of Birth (MM/DD/YYYY): \_\_\_\_\_

Employers Name (Company Name) \_\_\_\_\_

Are you 18 years of age or older? Yes: \_\_\_\_\_ No: \_\_\_\_\_ If not, state your age: \_\_\_\_\_

Agreed to by: \_\_\_\_\_  
Signature/Date

**COOPERATIVE NAME: NAGLE APARTMENT CORP.**

31-37 Nagle Avenue & Bogardus Place, New York, N.Y. 10040

**SHAREHOLDER'S APPLICATION**

**APPROVAL OF SUBLEASE OF COOPERTIVE APARTMENT & REASON FOR SUBLETTING**

The undersigned Shareholder(s) hereby request the Board of Directors of Nagle Apartments Corp. to approve the sublease of Apartment# \_\_\_\_\_ to the prospective Sublessee(s) named herein:

**PROPOSED SUB-TENANT NAME(S):** \_\_\_\_\_ / \_\_\_\_\_  
(print) (print)

The undersigned acknowledges understanding of the fact that (1) in no event with the Corporation, the Board of Directors and/or its agents are responsible for the liabilities or expenses incurred by any shareholder whose Application for approval of sublease of cooperative apartment is disapproved; and (2) while the Board of Directors will attempt to review all applications promptly, the Corporation, the Board of Directors and/or its agents assume no responsibility for expenses or liabilities resulting from any delay in its review.

**SHAREHOLDER NAME(S):** \_\_\_\_\_ / \_\_\_\_\_  
(print) (print)

**Shareholder's Information:**

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

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

Contact #'s (during sublet): ( ) \_\_\_\_\_ / ( ) \_\_\_\_\_

Firm Name / Address / Phone #: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**DEAR BOARD OF DIRECTORS,**

**I/WE, \_\_\_\_\_, AM A SHAREHOLDER AT NAGLE APARTMENTS CORP.  
31-37 NAGLE AVENUE & BOGARDUS PLACE, N.Y. N.Y. MY REASONS FOR SUBLETTING MY APARTMENT ARE OUTLINED  
BELOW:**

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\_\_\_\_\_  
SHAREHOLDER SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SHAREHOLDER SIGNATURE

\_\_\_\_\_  
DATE

**COOPERATIVE NAME: NAGLE APARTMENT CORP.**

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**SUBLET APPLICATION FORM****PLEASE TYPE OR PRINT :**

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

Shareholder Name(s) \_\_\_\_\_

Shareholder Forwarding Address and Phone during sublet:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Cell/Home: Phone: \_\_\_\_\_ Business Phone: \_\_\_\_\_

	Applicant 1	Applicant 2
Sub lessee Name		
Social Security #		
Cell Phone		
Business Phone		
Are you 18 yrs of age or older? In not, state age:		
Current Address and Dates of Residence (if less than 5 years, list others below)		
Current Landlord and Phone		
Previous Address and Dates		
Previous Address and Dates		
Pets: yes or no		
Type of Pets (if applicable)		

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**SUBLET APPLICATION (CONT)**

Employer Name & Address		
Position		
Annual Salary-current year		
Annual Bonus or other income (if applicable)		
Length of Employment		
Supervisor Name & Phone		
Annual Income for last three years: 20		
20		
20		
Credit Cards		
Name/ Credit Line/Balance		
Name/ Credit Line/Balance		
Name/ Credit Line/Balance		
Name/ Credit Line/Balance		
Attach addition pg if necessary		
Other Creditors (e.g.: mortgage, education, private loan, other, etc)		
Name/ Original Loan/ Current Balance		
Name/ Original Loan/ Current Balance		
Name/ Original Loan/ Current Balance		
Name/ Original Loan/ Current Balance		
Financial References (Banks)		
Name and Address		
Name and Address		
Name and Address		



**COOPERATIVE NAME: NAGLE APARTMENT CORP.**

31-37 Nagle Avenue & Bogardus Place, New York, N.Y. 10040

**SUBLET APPLICATION (CONT)**

<b>Business References:</b>		
Name/Address		
<b>List three Personal References</b>		
Name/Address/Phone		
Name/Address/Phone		
Name/Address/Phone		
Name/Address/Phone		

Do you intent to use apartment for professional or business purposed?

Yes \_\_\_\_\_ No \_\_\_\_\_

If yes, state full details:


List names, relationship and age\* of each person who will reside in apartment:

Name	Relationship	*Age (required if under 18)

Do you know anyone presently residing in the building? If yes, please list names.


Have you ever been convicted of a misdemeanor or felony: Yes \_\_\_\_\_ No \_\_\_\_\_

Are you a U.S. citizen? Yes \_\_\_\_\_ No \_\_\_\_\_

I hereby certify that all information in this application is true and complete to the best of my knowledge and is given for the purpose of obtaining a sublease.

\_\_\_\_\_  
Applicant (sub-tenant) Name

\_\_\_\_\_  
Applicant (sub-tenant) Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant (sub-tenant) Name

\_\_\_\_\_  
Co-Applicant (sub-tenant) Signature

\_\_\_\_\_  
Date

**COOPERATIVE NAME: NAGLE APARTMENT CORP.**

31-37 Nagle Avenue &amp; Bogardus Place, New York, N.Y. 10040

**SUBLEASE AGREEMENT**

Date of this Sublease:	_____
Parties to this Sublease:	Overtenant (shareholder): _____ Address for notices: _____  You, the Undertenant (sublessee): _____ Address for notices: _____
	If there are more than one Overtenant of Undertenant, the words "Overtenant" and "Undertenant" used in this Sublease includes them.
Information from Over-Lease:	Landlord: Address for notices:  Overtenant: Address for notices:  Date of Over-Lease: (Proprietary Lease)  Term: _____ from: (mm/dd/yyyy)_____ to:( mm/dd/yyyy): 12/31/2084
Term:	A copy of the Over-Lease (proprietary lease) is attached an important part of the Sublease.
	1. Years: one (1) Months: Beginning (mm/dd/yyyy): _____ Ending (mm/dd/yyyy): _____
Premises Rented	2. _____
Use of Premises:	3. The premises may be used for: residential use only
Rent:	4. The yearly rent is \$_____. You, the Undertenant, will pay this yearly rent to the Overtenant in twelve equal monthly payments of \$_____. Payments shall be paid in advance on the first day of each month during the Term.
Security:	5. The security for the Undertenant's performance is \$_____. Overtenant states that Over-tenant has received is. Overtenant shall hold the security in accordance with Paragraph _____ of the Over-Lease.
Agreement to lease and pay rent:	6. Overtenant sublets the premises to you, the Undertenant, for the Term. Overtenant states that it has the authority to do so. You, the Undertenant, agree to pay the Rent and other charges as required in the Sub-lease. You, the Undertenant, agree to do everything required of you in the Sublease.
Notices:	7. All notices in the Sublease shall be sent by certified mail "return receipt requested".
Subject to:	8. The Sublease is subject to the Over-Lease. It is also subject to any agreement to which the Over-Lease is sublet. You, the Undertenant, state that you have read and initialed the OverLease and will not violate it in any way.
Over tenant's duties:	9. The Over-Lease describes the Landlord's duties. The Overtenant is not obligated to perform the landlord's duties. If the Landlord fails to perform, you, the Undertenant, must send the Overtenant a notice. Upon receipt of the notice, the Overtenant shall then promptly notify the Landlord and demand that the Over-Lease agreement be carried out. The Overtenant shall continue the demands until the Landlord performs
Consent:	10. If the Landlord's consent in the Sublease is required, this consent must be received within _____ days from the date of this Sublease. If the Landlord's consent is not received within this time, the Sublease will be void. IN such event all parties are automatically released and all payments shall be refunded to you, the Undertenant.
Adopting the Over-Lease and exceptions:	11. The provisions of the Over-Lease are part of this Sublease. All the provisions of the Over-Lease applying to the Overtenant are binding on you, the Undertenant except these: a. These numbered, paragraphs of the Over-Lease shall not apply:  b. These numbered paragraphs of the Over-Lease are changed as follows:   12. You, the Undertenant, have no authority to contact or make any agreement with the Landlord about the premises or the Over-Lease. You, the undertenant, may not pay rent or other charges to the Landlord, but only to the Overtenant.

No authority:	13. Unless otherwise stated, the Sublease is binding on all parties who lawfully succeed to the rights or take the of the Overtenant or you, the Undertenant. Examples are an assign, heir or a legal representative such as an executor of your will or administrator of your estate.
Successors	14. This sublease can be changed on by an agreement in writing signed by the parties to the Sublease.
Changes:	OVERTENANT: _____
Signatures:	_____ You, the UNDERTENANT: _____ _____
	Witness: _____
	STATE OF: _____ COUNTY OF: _____ SS.: On _____ day of _____, 20____ On this _____ day of _____, 20____ before me, personally appeared _____ to me known and known to me to be the individua(s) described in and who executed the foregoing Sublease, and duly acknowledged to me that he/she executed the same. _____
	GUARANTY OF PAYMENT WHICH IS PART OF THE SUBLEASE  _____, 20____ _____ _____
Date of Guaranty:	1. I KNOW THAT THE Overtenant would not rent the premises to the Undertenant unless I guarantee Undertenant's performance. I have also requested the Overtenant to enter into the Sublease with the Undertenant I have a substantial interest in making sure that the Overtenant rents the premised to the Undertenant.
Guarantor Names and Address:	2. The following is my Guaranty: I guaranty the full performance of the Sublease by the Undertenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.
Reason for Guaranty:	In addition, I agree to these other terms:
Guaranty:	3. This Guaranty will not be affected by any change in the Sublease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will be binding even if I am not a party to these changes. 4. I do not have to be informed about any failure of performance by Undertenant, I waive notice of nonpayment or nonperformance. 5. If the Undertenant fails to perform under the Sublease, the overtenant may require me to perform without first demanding that the Undertenant perform.
Changes in Sublease have no effect:	6. I give up my right to trial by jury in any claim related to the Sublease or this Guaranty.
Waiver of notice:	7. This Guaranty of payment and performance can be changed only by written agreement signed by all parties to the Sublease and Guaranty.
Performance:	GUARANTOR: _____
Waiver of jury trial:	WITNESS: _____
Changes	_____
Signatures:	

**COOPERATIVE NAME: NAGLE APARTMENT CORP.**

31-37 Nagle Avenue & Bogardus Place, New York, N.Y. 10040

**RIDER TO SUBLEASE**

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

Premises: \_\_\_\_\_

Shareholder/tenant: \_\_\_\_\_

Subtenant: \_\_\_\_\_

WHERE AS the above listed shareholder has obtained permission from the Board of Directors of Nagle Apartments Corp., a cooperative apartment corporation, to sublease apartment \_\_\_\_\_ at 31-37 Nagle Ave or 14 Bogardus Place, NY^, NY 10040, for a period of one (1) year, starting \_\_\_\_\_ and terminating \_\_\_\_\_, the following provisions are accepted and agreed to by the tenant/shareholder and subtenant.

- I. The subtenant acknowledges receipt of a copy of all house rules relating to the apartment corporation, as well as receipt of a copy of the proprietary lease for the subject apartment. The subtenant agrees to be bound by all terms and conditions of the house rules and proprietary lease, specifically relating to conduct in, on and around the subject premises and as to all use provisions relating to the subject premises. The subtenant and tenant / shareholder understand and agree that any violation of these provisions by the subtenant will permit the Board of Directors of the apartment corporation to act accordingly and if any legal proceeding is commenced against the tenant / shareholder, the subtenant understands and agrees that the subtenant will be named in such a proceeding.
2. The tenant / shareholder and subtenant acknowledge and agree that the maintenance obligation due to the apartment corporation on a monthly basis is a primary obligation of the proprietary lease. In the event that the tenant / shareholder fails to make any monthly payment of maintenance, the Board of Directors shall be permitted to demand all prospective payments of rent due under this sublease from the subtenant; the subtenant acknowledges and agrees that upon receipt of any such demand, (pursuant to the notice provision of the proprietary lease) the subtenant will commence making all prospective rent payments to the Board of Directors until, and through the conclusion of this sublease, The Board of Directors agrees that it shall keep a formal accounting of all monies paid by the subtenant pursuant to

**COOPERATIVE NAME: NAGLE APARTMENT CORP.**

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this provision and any excess in rent, over and above the monthly maintenance due, shall be first credited to any maintenance arrears due and then shall be kept for the benefit and use of the tenant / shareholder until the conclusion of the sublease. At that time, a formal and final accounting shall be rendered by the Board of Directors to the tenant / shareholder and any excess monies received over the maintenance due shall be paid to the tenant / shareholder within thirty (30) days of the conclusion of this sublease, or removal of the subtenant from the premises, whichever is later.

- 3. For purposes of clarity, the apartment corporation shall sign and acknowledge this rider to the sublease.
- 4. In the event that it shall become necessary for the apartment corporation to implement any terms and conditions of this sublease, then any and all legal fees or administrative fees incurred by the apartment corporation shall be paid by the tenant/shareholder.
- 5. I (we), the residents of Apt. #\_\_\_at 31-37 Nagle Avenue, 14 Bogardus Place, New York, New York 10004, agree(s) to permit entry to any and all extermination services hired for Nagle Apartments Corp by the managing agent for the purposes of laying down insecticides to prevent the spread of insects throughout the building. We understand that there is no charge to us for this service.

_____ Applicant (sub-tenant) Signature	_____ Co- Applicant (sub-tenant) Signature	_____ Date
_____ Shareholder (over-tenant) Signature	_____ 2 <sup>nd</sup> Shareholder (over-tenant) Signature	_____ Date
_____ Nagle Apartments Corp/Assistant Secretary	_____ Date	

**COOPERATIVE NAME: NAGLE APARTMENT CORP.**  
31-37 Nagle Avenue & Bogardus Place, New York, N.Y. 10040

TO: NEW RESIDENT – NAGLE APARTMENTS CORP.

FM: BLUE WOODS MANAGEMENT GROUP, INC.

RE: EMERGENCY CONTACT FORM

.....

In order to update our records, we are asking that you fill-out the Emergency Contact Information below.

The information on this form will only be used for contact by Management, the Board, or the Staff and only for Co-op related matters.

APT #: _____	SUB-TENANT/ OCCUPANT #1	SUB-TENANT/ OCCUPANT #2
Name:		
Home #		
Mobile #		
Work #		
E-Mail:		

Names of dependents living in apartment:


IN CASE OF AN EMERGENCY, PLEASE CONTACT:

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

Relationship: \_\_\_\_\_

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

Mobile #: \_\_\_\_\_

E-Mail: \_\_\_\_\_

\_\_\_\_\_

Signature

\_\_\_\_\_

Date

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**HOUSE RULES ACKNOWLEDGEMENT**

BUILDING ADDRESS/ APT #: \_\_\_\_\_

I/WE ACKNOWLEDGE THAT I/WE HAVE RECEIVED, READ AND AGREE TO ABIDE BY THE HOUSE RULES OF THE ABOVE, NAMED COOPERATIVE. I/WE UNDERSTAND THAT A FINE WILL BE IMPOSED IF ANY OF THE HOUSE RULES ARE BROKEN.

\_\_\_\_\_  
Applicant (sub-tenant) Name

\_\_\_\_\_  
Applicant (sub-tenant) Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant (sub-tenant) Name

\_\_\_\_\_  
Co-Applicant (sub-tenant) Signature

\_\_\_\_\_  
Date

# **Nagle Apartments Corp House Rules**

Reproduced here for your convenience are the House Rules, which form part of the Proprietary Lease. Shareholders, tenants, and sublessees are bound by these rules. Failure to follow them constitutes a violation of the Proprietary Lease. In the House Rules, “Lessor” refers to the co-op corporation as represented by the Board of Directors. If you want to request approval for an activity listed in the House Rules, submit your request to the Board of Directors via the managing agent.

These House Rules are not the only rules that shareholders, tenants, and sublessees must abide by; additional rules and regulations are instituted occasionally during meetings of the Board of Directors. Additional rules and regulations are summarized in this Co-op Handbook.

1. The Lessee shall provide the Lessor and its managing agent a telephone number where the Lessee may be reached at home and at the Lessee’s place of business and also shall provide the Lessor an emergency contact name and telephone number.
2. The Lessee shall place with the superintendent a set of keys for the Lessee’s apartment, to be used only in emergencies.
3. The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to and egress from the apartments in the building.
4. No one may smoke in the public halls, stairways, elevators, laundry rooms or other public areas of the building.
5. No article shall be placed in the public halls or on the staircase landings, nor shall anything be hung or shaken from the doors, windows or fire escapes or placed upon the window sills of the building.
6. No tricycles, bicycles, scooters or similar vehicles or baby carriages shall be allowed to stand in the public halls, passageways, courtyards or other public areas of the building.
7. No public hall of the building 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 Board of Directors shall decide.
8. Children shall not play in the public halls, stairways, elevators or laundry rooms.



9. All children in the playground area must be supervised by an adult. The playground equipment is for the use of children age 5 and under.

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

11. No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the building, except such as shall have been approved in writing by the Lessor or the managing agent.

12. No one is permitted on the roof except in the case of fire.

13. No Lessee shall make or permit any disturbing noises in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play upon or suffer to be played upon any musical instrument or permit to be operated a stereo or a radio or television loud speaker or any other source of amplified sound in such Lessee's apartment between the hours of eleven (11:00) o'clock p.m. and the following eight (8:00) o'clock a.m. if the same shall disturb or annoy other occupants of the building. No construction or repair work or other installation involving noise shall be conducted in any apartment except between the hours of 9:00 a.m. and 5:00 p.m. Move in/move out times must be approved in writing by Lessor.

14. All nonresidents seeking entrance to the building must be either heard on the voice intercom or seen through the security camera before being permitted to enter.

15. Garbage and refuse from the apartments shall be disposed of only at times and in such manner as the superintendent or the managing agent of the building may direct.

16. All paper, plastic, glass, metal and foil deemed appropriate by city ordinance for recycling shall be disposed of in the appropriate containers.

17. No radio or television aerial or satellite dish shall be attached to or hung from the exterior of the building without the prior written approval of the Lessor or the managing agent.

18. The Lessee shall purchase and maintain adequate homeowners insurance coverage. The insurance policy must include personal property loss and liability coverage. The Lessee must provide the Lessor with documentation of compliance with the requirements of this house rule.

19. Water closets and other water apparatus in the building 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 closets or other apparatus shall be paid for by the Lessee in whose apartment it shall have been caused.

20. Cats, dogs, and other pets are permitted in the building only if the pets do not create a nuisance. Dogs must be licensed by the New York City Department of Health. Cats must be spayed or neutered and must have received all customary immunizations. Pet owners are required to provide the Lessor with documentation of compliance with the requirements of this house rule. In no event shall dogs or cats be permitted on elevators or in any of the public portions of the building unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills, or in the yard, court spaces or other public portions of the building, or on the sidewalk or street adjacent to the building. Pet owners are responsible for eliminating any odor or other byproducts of their pets.

21. No Lessee shall send any employee of the Lessor out of the building on any private business of a Lessee.

22. 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 building by another vehicle.

23. The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage purposes. Storing hazardous or flammable material, such as paint, in a storage bin is not permitted.

24. The floors of each apartment must be covered with rugs or carpeting or equally effective noise-reducing material to the extent of at least eighty (80%) percent of the floor area of each room excepting only kitchens, bathrooms, closets and foyers.

25. 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 prior written consent of the Lessor or its managing agent.

26. The Lessee shall keep the windows of the apartment clean. In case of refusal or neglect of the Lessee within ten (10) 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 the purpose of such cleaning and to charge the cost of such cleaning to the Lessee.

27. The agents of the Lessor, and any contractor or employee 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 pests. If the Lessor takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the Lessee, as additional rent.

28. Complaints regarding maintenance of the buildings shall be made in writing to the managing agent of the Lessor.

29. The Lessee shall abide by all arrangements made by the Lessor with the garage operator with regard to the garage and driveways thereto.

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

31. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.

**COOPERATIVE NAME: NAGLE APARTMENT CORP.**

31-37 Nagle Avenue & Bogardus Place, New York, N.Y. 10040

**SUBLET POLICY ACKNOWLEDGEMENT**

BUILDING ADDRESS/ APT #: \_\_\_\_\_

I/WE ACKNOWLEDGE THAT I/WE HAVE RECEIVED, READ AND UNDERSTAND THE FULL SUBLET POLICY OF THE ABOVE, NAMED COOPERATIVE.

\_\_\_\_\_  
Applicant (sub-tenant) Name

\_\_\_\_\_  
Applicant (sub-tenant) Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant (sub-tenant) Name

\_\_\_\_\_  
Co-Applicant (sub-tenant) Signature

\_\_\_\_\_  
Date

**COOPERATIVE NAME: NAGLE APARTMENT CORP.**

31-37 Nagle Avenue & Bogardus Place, New York, N.Y. 10040

To All Shareholders

**Subject: Sublet Policy**

- **Effective as of January 1, 2000**
- **Updates Effective January 1, 2008 are included**

Dear Shareholders:

“The primary purpose of the Corporation is to provide residence for shareholders ...” (Article I of the By-Laws of Nagle Apartments Corp.). To ensure that the Corporation meets its primary obligation to its shareholders, the Board of Directors has formulated, adopted, and will enforce a fair sublet policy that balances the needs of the co-op community with the rights and desires of individual shareholders. The new sublet policy, described in this letter, will take effect on January 1<sup>st</sup>, 2000.

Sublet approval is an extraordinary accommodation provided to the shareholder. It is not a right derived from ownership. Excessive subletting has detrimental effect on the ability of potential buyers, existing shareholders, and the co-op itself to obtain financing from lending institutions. It also has a negative impact on residents' quality of life. For these reasons, subletting is generally discouraged.

However, there are circumstances that may justify individual shareholders' subletting their apartments for limited period of time. Examples of such circumstances include a sudden temporary transfer overseas or an appointment as a visiting professor. The Board is open to individual needs and considerations and will evaluate requests for permission to sublet on a case-by-case basis.

The co-op's new sublet policy will ensure a safe, quite, and owner-oriented quality of life, while protecting the financial investments and ability to obtain financing of all shareholders.

Subject to the limitations in Paragraph 38 of the Proprietary Lease, which specifies the rights of holders of unsold shares, the Board of Directors has adopted the following regulations to guide the administration of sublet:

- 1. Right to Sublet.* The right to sublet is contingent on history of current maintenance payments.
  - 2. Length of Sublease.* The term of a sublease may not be for a period of less than six (6) months or more than twelve (12) months. No sublease may be renewed without the express prior written consent of the Board of Directors.
-

**COOPERATIVE NAME: NAGLE APARTMENT CORP.**

31-37 Nagle Avenue & Bogardus Place, New York, N.Y. 10040

*3. Maximum Subletting Period.* A shareholder may be allowed to sublet his/her apartment for a cumulative maximum of two (2) years out of every six (6) year period. For Shareholders who are not currently subletting, the six-year period begins on the date the first sublease period starts. For shareholders who are currently subletting, the six-year period begins January 1, 2000.

*4. Exceptions.* Exceptions to Paragraphs 1-3 will be considered on a case-by-case basis. The Board will hear the request and grant an exception by a majority vote of all Board members (5 out of 9 votes in favor).

*5. Request for Consent to Sublet.* To obtain consent to a sublet or to renew, a shareholder must submit a written, signed request to the Board of Directors, via the Managing Agent, at least 60 days in advance of the proposed starting date of the sublease. The request must include reasons for the proposed sublet, details including the proposed term of the sublease, and the shareholder's residence or location during the term of the sublease. Consent will be granted or denied by a majority vote of the Board of Directors.

*6. Sublet Application and Approval.* If consent is granted:

a) the following must be submitted to the Board of Directors via the Managing Agent:

- a completed and signed sublease agreement,
  - a copy of a completed and signed sublease agreement,
  - an affidavit signed by the prospective sublease stating that they have received a copy of the house rules and that they agree to abide by them,
  - a check or money order in the amount of the sublet fee (see Item 7 below);
- and

b) the proposed subtenant must be interviewed and approved at the following Board meeting or at a special Board meeting scheduled specifically for that purpose.

*7. Sublet Fee* The shareholder will be charged a sublet fee of \$25.00 per share per year (1/1/2008)

a) The sublet fee will be prorated for subleases that are shorter than one year in length.)

b) A Corporate sublet application fee is payable to Nagle for \$75.00 (effective Jan 1, 2008).

Our co-op's new sublet policy will take effect on January 1<sup>st</sup>, 2000. This letter serves as official notice. If you have any questions, please do not hesitate to come to our next Board meetings are being held the third Wednesday of every month until further notice.

With best regards,

Board of Directors  
Nagle Apartments Corp.

**COOPERATIVE NAME: NAGLE APARTMENT CORP.**

31-37 Nagle Avenue & Bogardus Place, New York, N.Y. 10040

**SMOKE DETECTOR AND CARBON MONOXIDE DETECTOR ACKNOWLEDGEMENT**

BUILDING ADDRESS/ APT #: \_\_\_\_\_

I/WE ACKNOWLEDGE THAT AN OPERATING SMOKE DETECTOR AND CARBON MONOXIDE DETECTOR ARE INSTALLED IN THE APARTMENT, AND THAT I/WE AM RESPONSIBLE FOR MAINTAINING THESE DEVICES IN THE PROPER WORKING ORDER.

\_\_\_\_\_  
Applicant (sub-tenant) Name

\_\_\_\_\_  
Applicant (sub-tenant) Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Co-Applicant (sub-tenant) Name

\_\_\_\_\_  
Co-Applicant (sub-tenant) Signature

\_\_\_\_\_  
Date

**COOPERATIVE NAME: NAGLE APARTMENT CORP.**

31-37 Nagle Avenue & Bogardus Place, New York, N.Y. 10040

**WINDOW GUARDS REQUIRED**

**Lease Notice to Tenant**

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

Your landlord is required by law to install window guards in your apartment if a child, 10 years of age or younger, lives in your apartment, OR if you ask the landlord to install window guards at any time (you need not give a reason)

*It is a violation of law to refuse, interfere with installation, or remove window guards where required.*

**CHECK ONE:**

- ☐ CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☐ NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT
- ☐ I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER

\_\_\_\_\_  
Tenant (Print Name)

\_\_\_\_\_  
Tenant Signature /Date:

\_\_\_\_\_  
Tenant Address /Apt #

**RETURN THIS FORM TO:**

**BLUE WOODS MANAGEMENT GROUP, INC.**

**Owner/Manager**

**3 West Main Street, Suite 205 Elmsford, N.Y. 10523**

**Owner/Manager Address**



**COOPERATIVE NAME: NAGLE APARTMENT CORP.**

31-37 Nagle Avenue & Bogardus Place, New York, N.Y. 10040

**LEAD PAINT DISCLOSURE**

Dear Tenant & Shareholder:

Effective September 6, 1996, all shareholders in buildings built prior to 1978 seeking to sell their shares and assign their proprietary leases or sublease their apartments must comply with certain regulations promulgated by the Environmental Protection Agency and the Department of Housing and Urban Development regarding disclosure of lead-based paint (the Regulations). Note that "0 bedroom apartments, which covers most studios need not comply. In order to ensure compliance with the Regulations, shareholders are urged to discuss this matter with their attorneys prior to entering into a contract of sale or sublease affecting their apartment. Following is a brief summary of the Regulations.

**FEDERAL REGULATIONS SUMMARY**

Generally, the Regulations require a seller (i.e. the shareholder selling his shares) or a lesser (i.e. a shareholder subleasing his apartment) (the "Selling Shareholder or the Subleasing Shareholder" respectively) to comply with the following activities before a potential purchaser or sublessee is obligated under a contract of sale or sublease.

1. A Selling Shareholder or a Subleasing Shareholder must provide the prospective purchaser or sublessee with an EPA approved lead hazard information pamphlet, ("Protect Your Family from Lead in Your Home," which is enclosed with this subject application).
2. A Selling Shareholder or a Subleasing Shareholder must disclose to the prospective purchaser or sublessee, based upon any actual knowledge, if any, the presence of any known lead based paint in the apartment, as well as provide the prospective purchaser or sublessee with any records or reports available to them about lead based paint in the apartment.
3. The Corporation is required to disclose to each purchaser or sublessee, based upon any actual knowledge, if any, the presence of any known lead based paint in both the apartment and in the common areas of the buildings, as well as provide such prospective purchaser or sublessee with any records or reports available to them about lead based paint in the common areas. Common areas include hallways, stairways, laundry and recreational rooms and playgrounds.
4. If the transaction involved an agent hired and paid for by a seller/sublessor to find a purchaser or sublessee for the apartment, a Selling Shareholder or a Subleasing Shareholder must disclose to such agent, based upon actual knowledge, the presence of any known lead based paint in the apartment or common areas (as the case may be) and the existence of any available records or reports about lead based paint.
5. A Selling Shareholder (but not a Subleasing shareholder) must permit the purchaser a 10-day period (unless the parties mutually agree, in writing, upon a different period of time, or to waive such obligation) to conduct a risk assessment or inspection for the presence of lead based paint.

**COOPERATIVE NAME: NAGLE APARTMENT CORP.**

31-37 Nagle Avenue & Bogardus Place, New York, N.Y. 10040

**EXHIBIT A**

**LEAD WARNING STATEMENT & DISCLOSURE OF INFORMATION ON  
LEAD BASED PAINT AND/OR LEAD BASED PAINT HAZARDS**

**LEASES/SUBLEASES**

HOUSING BUILT BEFORE 1978 MAY CONTAIN LEAD BASED PAINT. LEAD FROM PAINT, PAINTCHIPS, AND DUST CAN POSE HEALTH HAZARDS IF NOT MANAGED PROPERLY. LEAD EXPOSURE IS ESPECIALLY HARMFUL TO YOUNG CHILDREN AND PREGNANT WOMEN. BEFORE RENTING PRE-1978 HOUSING, LESSORS MUST DISCLOSE THE PRESENCE OF KNOWN LEAD BASED PAINT AND/OR LEAD BASED PAINT HAZARDS IN THE DWELLING. LESSEES MUST ALSO RECEIVE A FEDERALLY APPROVED PAMPHLET ON LEAD POISONING PREVENTION.

**Lessor's Disclosure**

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

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

(ii) ✓ \_\_\_\_\_ Lesser has no knowledge of lead based paint and or lead based paint hazards in the apartment.

(b) Records and reports available to the lesser (initial (i) or (ii) below):

(i) \_\_\_\_\_ Lesser has provided the Purchaser with all available records and reports pertaining to lead based paint and/or lead based paint hazards in the apartment (list documents below).

(ii) ✓ \_\_\_\_\_ Lesser has no records or records pertaining to lead based paint and/or lead based paint hazards in the apartment.

**Lessee's Acknowledgement (Initial)**

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

(d) \_\_\_\_\_ Lessee has received the pamphlet Protect Your Family from Lead in Your home

**Agent's Acknowledgement (Initial)**

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

**Certification of Accuracy**

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

Lesser \_\_\_\_\_ Date

Lessee \_\_\_\_\_ Date

Lesser \_\_\_\_\_ Date

Lessee \_\_\_\_\_ Date

Agent \_\_\_\_\_ Date

Agent \_\_\_\_\_ Date

**COOPERATIVE NAME: NAGLE APARTMENT CORP.**

31-37 Nagle Avenue & Bogardus Place, New York, N.Y. 10040

**EXHIBIT B**

**LEAD PAINT CERTIFICATION AND INDEMNIFICATION**

Cooperative Name: Nagle Apartments Corp ("Cooperative")

Sublessor: \_\_\_\_\_  
\_\_\_\_\_

Apt. No.: \_\_\_\_\_

Address: 31-37 Nagle Avenue, 14 Bogardus Place  
New York, New York 10004

Sublessee: \_\_\_\_\_  
\_\_\_\_\_

The Sublessor certifies that he/she/they have complied fully with the federal disclosure requirements pertaining to lead-based paint with reference to the above captioned premises and indemnifies and holds Cooperative harmless from and against any and all liability resulting from any failure to disclose as required by federal law.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

The Sublessee hereby acknowledges and confirms that he/she/they have been provided with information concerning lead-based paint by Sublessor and Cooperative.

Dated: \_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

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