



Associates, Inc.

Exceptional Management
Impeccable Reputation

An AKAM® Living Services Company

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New York, New York 10016
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THE 322 WEST 57TH STREET CONDOMINIUM
322 WEST 57TH STREET
NEW YORK, NY 10019
LEASE APPLICATION

In the interest of confidentiality, social security numbers must not appear on any of the documentation submitted with the exception of the Consent Form. Account numbers should be eliminated except for the last three digits. Applicants must still provide their social security numbers on the included Consent Form. All packages must include a Table of Contents. Do not permanently bind your application. Binder clips are preferred.

Prospective tenants are required to submit ONE (1) (single sided, 8.5 x 11 pages only, do not bind, staple or paperclip) sets of the following to the attention of the Closing Department at AKAM Associates, Inc.:

1. Notice of Intention to Lease Condominium Unit (attached)
2. Lease Agreement – Blumberg A-101 Form only – Lease Agreement must include insurance amount (attached)
3. Lead Paint Disclosure (attached)
4. Rider to Lease Agreement to be signed by the unit owner(s) and the tenant(s) (attached)
5. Lease Application (attached)
6. Statement of Financial Condition showing all personal assets and liabilities with documentation (brokerage statements, bank statements, etc.) supporting all assets listed. (attached)
7. A letter from the prospective tenant's employer verifying annual salary, position held & length of employment. If self-employed please provide a letter from your accountant detailing the same.
8. Consent Form (attached)
9. Current Unit Owner's Personal Information (attached)
10. Emergency Contact Information (attached)
11. Applicant's Release (attached)
12. Two personal reference letters for each applicant
13. Two business reference letters for each applicant
14. Copy of State or Federal issued photo ID (driver's license, passport, state ID, etc.)
15. Right of Access Form (attached)
16. Acknowledgement of Building Policies (attached)
17. Acknowledgement of Insurance Coverage Requirements (attached)
18. Proof of Insurance
19. Pet Registration Form, if applicable (attached)
20. Window Guard Rider (attached)
21. Corporation's Designation of Occupant, if applicable (attached)
22. Smoke Detector Acknowledgement form (attached)
23. Fire Safety Plan Acknowledgement form (attached)

For Leases by an LLC:

If a unit is leased by an LLC please provide the following:

1. A copy of the LLC Agreement
2. A copy of the Articles of Incorporation
3. A copy of the Operating Agreement
4. A Consent Form (for credit check purposes) for all members of the LLC

Fees to be submitted with application (Certified checks or money orders only):

1. **\$450.00 non-refundable Processing fee** payable to AKAM Associates, Inc.
2. **\$125.00 non-refundable Credit Check fee** per applicant payable to AKAM Associates, Inc.
3. **\$500.00 non-refundable Move In fee** payable to The 322 West 57th Street Condominium (paid by incoming tenant)
4. **\$1,500.00 non-refundable Condominium Fee for any lease for a term under seven (7) months, or; \$500.00 non-refundable Condominium Fee** payable to The 322 West 57th Street Condominium
5. **\$100.00 non-refundable Pet Fee (IF APPLICABLE)** payable to The 322 West 57th Street Condominium

NOTES:

- The minimum lease term is one month.
- Only complete applications will be sent to the Board of Managers. All information submitted will be treated as confidential.
- No application will be submitted to the Board where the Unit Owner is not current in all obligations to the Condominium.
- No tenant may take occupancy of any unit until the Board of Managers has waived the right of first refusal.
- Unit Owners may only rent an apartment twice in any calendar year.
- Ensure all forms/lease agreements are signed (and initialed where necessary) by all relevant parties.
- All supporting documentation must be submitted in English (if original is in another language, please provide both original and translated versions).
- The amounts set forth on the Financial Statement form must be equal to the amounts on the supporting documentation.
- Financial Statement amounts and all supporting documentation must be in USD. If funds are held in overseas accounts, a certified bank letter verifying the USD value must accompany said documentation.
- Bank statements must clearly show Applicant's name and mailing address.
- The WorkNumber is not an acceptable form of employment verification.
- Reference letters must be unique and signed (email is not acceptable).

Please be advised, the Board of Managers has a period of fifteen (15) days from the date the Board receives a complete application to consider the same and either exercise or waive the right of first refusal. Please submit your application with this timing in mind.

LEASE RENEWAL:

All lease agreements must be renewed prior to the expiration of the agreement. In order to renew a lease agreement the following is required:

- 1) Fully Executed Lease Agreement. (Attached)
- 2) Rider to Lease Agreement to be signed by the unit owner(s) and the tenant(s). (Attached)
- 3) Window Guard Rider form. (Attached)
- 4) **\$200.00 non-refundable Lease Renewal fee** made payable to AKAM Associates, Inc.**(Certified checks or money orders only)**
- 5) **\$250.00 non-refundable Condominium Fee** payable to The 322 West 57th Street Condominium **(Certified checks or money orders only)**

***This application was created using Adobe Acrobat. The forms can be opened, filled out, and printed using Adobe Acrobat or Adobe Acrobat Reader (versions 5.0 and above). If you do not have Adobe Acrobat Reader on your computer, you can download it free of charge from. Where a signature is required, please sign after printing the application. Electronic signatures are not permitted.*



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NOTICE OF INTENTION TO SELL OR LEASE CONDOMINIUM UNIT

at _____

The undersigned, being the owner of Unit #_____, at the above referenced building hereby notifies the Board of Managers in care of AKAM Associates, Inc., Managing Agent, that the undersigned has received a bona fide offer to **SELL or LEASE** said unit to the below named prospective purchaser or tenant on the terms stated below, and that the undersigned intends to accept such offer:

PROSPECTIVE PURCHASER(S)/TENANT(S)

NAME(S): _____

ADDRESS: _____

TERMS OF PROPOSED SALE OR LEASE

Attached is a true copy of the Contract of Sale or Lease setting forth all the terms of the agreement between the parties.

PURCHASE PRICE: \$ _____ PROPOSED CLOSING DATE: _____

OR

MONTHLY RENTAL: \$ _____ LEASE TERM: _____

ANTICIPATED OCCUPANCY DATE: _____

The undersigned represents that the sale or lease described above shall be made strictly in accordance with the provisions of the By-laws of the Condominium and agrees to deliver promptly to the Board all such further information with respect to the offer as the Board may reasonably request.

Name of Owner or Corporation

Name of Co-Owner

Owner's Signature

Co-Owner's Signature

Date: _____

Date: _____

LEASE OF A CONDOMINIUM UNIT

The Landlord and Tenant agree to lease the Unit and Landlord's interest in the Common Elements located in the Condominium at: (Premises)

LANDLORD:

TENANT:

Address for Notices
Unit (and terrace, if any)
Bank
Garage space (if any)

| | | |
|------------|----------------|----------------------|
| Lease date | Term beginning | Yearly Rent \$..... |
| Broker* | ending | Monthly Rent \$..... |
| | | Security \$..... |
| | | Garage Fee \$..... |

Tenant's Insurance \$

Declarant of Condominium: (Declarant)
Name of Condominium: (Declaration)

1. Lease is subject and subordinate

This Lease is subject and subordinate to (A) the By-Laws, Rules and Regulations and Provisions of the Declaration Establishing a Plan for Condominium Ownership of the Premises and (B) Powers of Attorney granted to the Board of Managers, leases, agreements, mortgages, renewals, modifications, consolidations, replacements and extensions to which the Declaration or the Unit are presently or may in the future be subject. Tenant shall not perform any act, or fail to perform an act, if the performance or failure to perform would be a violation of or default in the Declaration or a document referred to in (B). Tenant shall not exercise any right or privilege under this Lease, the performance of which would be a default in or violation of the Declaration or a document referred to in subdivision (B). Tenant must promptly execute any certificate(s) that Landlord requests to show that this Lease is so subject and subordinate. Tenant authorizes Landlord to sign these certificate(s) for Tenant. Tenant acknowledges that Tenant has had the opportunity to read the Declaration of Condominium Ownership for the Condominium, including the By-Laws. Tenant agrees to observe and be bound by all the terms contained in it which apply to the occupant or user of the Unit or a user of Condominium common areas and facilities. Tenant agrees to observe all of the Rules and Regulations of the Association and Board of Managers.

2. Lender Changes

Landlord may borrow money from a lender who may request an agreement for changes in this Lease. Tenant shall sign the agreement if it does not change the rent or the Term, and does not alter the Unit.

3. Use

The Unit must be used only as a private residence and for no other reason. Only a party signing this Lease and the spouse and children of that party may use the Unit.

4. Rent, added rent

A. The rent payment for each month must be made on the first day of that month at Landlord's address. Landlord need not give notice to pay the rent. Rent must be paid in full and no amount subtracted from it. The first month's rent is to be paid when Tenant signs this Lease. Tenant may be required to pay other charges to Landlord under the terms of this Lease. They are called "added rent". This added rent is payable as rent, together with the next monthly rent due. If Tenant fails to pay the added rent on time, Landlord shall have the same rights against Tenant as if Tenant failed to pay rent. Payment of rent in installments is for Tenant's convenience only. If Tenant defaults, Landlord may give notice to Tenant that Tenant may no longer pay rent in installments. The entire rent for the remaining part of the Term will then be due and payable.

B. This Lease and the obligation of Tenant to pay rent and perform all of the agreements on the part of Tenant to be performed shall not be affected, impaired or excused, nor shall there be any apportionment or abatement of rent for any reason including, but not limited to, damage to the Unit or inability to use the Common Elements.

5. Failure to give possession:

Landlord shall not be liable for failure to give Tenant possession of the Unit on the beginning date of the Term. Rent shall be payable as of the beginning of the Term unless Landlord is unable to give possession. Rent shall then be payable as of the date possession is available. Landlord will notify Tenant as to the date possession is available. The ending date of the Term will not change.

6. Security

Tenant has given security to Landlord in the amount stated above. The security has been deposited in the Bank named above and delivery of this Lease is notice of the deposit. If the Bank is not named, Landlord will notify Tenant of the Bank's name and address in which the security is deposited.

If Tenant does not pay rent on time, Landlord may use the security to pay for rent past due. If Tenant fails to perform any other term in this Lease, Landlord may use the security for payment of money Landlord may spend, or damages Landlord suffers because of Tenant's failure. If the Landlord uses the security Tenant shall, upon notice from Landlord, send to Landlord an amount equal to the sum used by Landlord. At all times Landlord is to have the amount of security stated above.

If Tenant fully performs all terms of this Lease, pays rent on time and leaves the Unit in good condition on the last day of the Term, then Landlord will return the security being held.

If Landlord sells or leases the Unit, Landlord may give the security to the buyer or lessee. In that event Tenant will look only to the buyer or lessee for the return of the security. The security is for

*If no broker, insert "None."

Landlord's use as stated in this Section. Landlord may put the security in any place permitted by law. If the law states the security must bear interest, unless the security is used by Landlord as stated Landlord will give Tenant the interest less the sum Landlord is allowed to keep for expenses. If the law does not require security to bear interest, Tenant will not be entitled to it. Landlord need not give Tenant interest on the security if Tenant is not fully performing any term in this Lease.

7. Alterations

Tenant must obtain Landlord's prior written consent to install any paneling, flooring, "built in" decorations, partitions, railings or make alterations or to paint or wallpaper the Unit. Tenant must not change the plumbing, ventilating, air conditioning, electric or heating systems. If consent is given the alterations and installations shall become the property of Landlord when completed and paid for. They shall remain with and as part of the Unit at the end of the Term. Landlord has the right to demand that Tenant remove the alterations and installations before the end of the Term. The demand shall be by notice, given at least 15 days before the end of the Term. Tenant shall comply with the demand at Tenant's own cost. Landlord is not required to do or pay for any work unless stated in this Lease.

If a Mechanic's Lien is filed on the Unit or building for Tenant's failure to pay for alterations or installations in the Unit, Tenant must immediately pay or bond the amount stated in the Lien. Landlord may pay or bond the Lien immediately, if Tenant fails to do so within 20 days after Tenant is given notice about the Lien. Landlord's costs shall be added rent.

8. Repairs

Tenant must take good care of the Unit and all equipment and fixtures in it. Tenant must, at Tenant's cost make all repairs and replacements whenever the need results from Tenant's act or neglect. If Tenant fails to make a needed repair or replacement, Landlord may do it. Landlord's expense will be added rent. Subject to Tenant's obligations under this Lease, Landlord will require the Association (to the extent that the Association is obligated under the terms of the Declaration or other agreement) to maintain the Unit, or repair any damage to it, except where caused in whole or in part by the act, failure to act, or negligence of Tenant, or Tenant's licensees, invitees, guests, contractors or agents. Tenant must give Landlord prompt notice of required repairs or replacements.

9. Fire, accident, defects, damage

Tenant must give Landlord prompt notice of fire, accident, damage or dangerous or defective condition. If the Unit can not be used because of fire or other casualty, Tenant is not required to pay rent for the time the Unit is unusable. If part of the Unit can not be used, Tenant must pay rent for the usable part. Landlord shall have the right to decide which part of the Unit is usable. Landlord need only arrange for the damaged structural parts of the Unit to be repaired. Landlord is not required to arrange for the repair or replacement of any equipment, fixtures, furnishings or decorations. Landlord is not responsible for delays due to settling insurance claims, obtaining estimates, labor and supply problems or any other cause not fully under Landlord's control.

If the fire or other casualty is caused by an act or neglect of Tenant or guest of Tenant, or at the time of the fire or casualty Tenant is in default in any term of this Lease, then all repairs will be

made at Tenant's expense and Tenant must pay the full rent with no adjustment. The cost of the repairs will be added rent.

If there is more than minor damage to the Unit by fire or other casualty, Landlord may cancel this Lease within 30 days after that fire or casualty by giving notice. The Lease will end 30 days after Landlord's cancellation notice to Tenant. Tenant must deliver the Unit to Landlord on or before the cancellation date in the notice and pay all rent due to the date of the fire or casualty. If the Lease is cancelled Landlord is not required to arrange for the repair of the Unit. The cancellation does not release Tenant of liability in connection with the fire or casualty. This Section, when permitted, is intended to replace the terms of applicable statutory law. Tenant has no right to cancel this Lease due to fire or casualty.

10. Liability

Landlord is not liable for loss, expense, or damage to any person or property, unless due to Landlord's negligence. Landlord is not liable to Tenant if anyone is not permitted or is refused entry into the Building.

Tenant must pay for damages suffered and money spent by Landlord relating to any claim arising from any act or neglect of Tenant. If an action is brought against Landlord arising from Tenant's act or neglect Tenant shall defend Landlord at Tenant's expense with an attorney of Landlord's choice.

Tenant is responsible for all acts of Tenant's family, employees, guests or invitees. Tenant must carry whatever property or liability insurance Landlord may require and will name Landlord as a party insured. The insurance shall be no less than a Tenant's Homeowners Insurance Policy in the minimum amount stated above. Tenant shall deliver a copy of the binder to Landlord prior to taking possession of the Unit.

11. Entry by Landlord

Landlord or parties authorized by Landlord may enter the Unit at reasonable hours to: repair, inspect, exterminate, install or work on systems and cause performance of other work that Landlord decides is necessary. At reasonable hours Landlord may show the Unit to possible buyers, lenders or tenants.

If Landlord enters the Unit, Landlord will try not to disturb Tenant. Landlord may cause to be kept in the Unit all equipment necessary to make repairs or alterations to the Unit or Building. Landlord is not responsible for disturbance or damage to Tenant because of work being performed on or equipment kept in the Unit. Landlord's or the Association's use of the Unit does not give Tenant a claim of eviction. Landlord or those authorized by Landlord may enter the Unit to get to any part of the Building.

Landlord has the right at any time to permit the following people into the Unit: (i) receiver, trustee, assignee for benefit of creditors; or (ii) sheriff, marshall or court officer; and (iii) any person from the fire, police, building, or sanitation departments or other state, city or federal government and (iv) the Association, Board of Managers and any other party permitted or authorized by the Declaration or Management Agreement covering the Unit or Condominium. Landlord has no responsibility for damage or loss as a result of those persons being in the Unit.

12. Construction or demolition

Construction or demolition may be performed in or near the Building. Even if it interferes with Tenant's ventilation, view or enjoyment of the Unit it shall not affect Tenant's obligations in this Lease.

13. Assignment and sublease.

Tenant must not assign this Lease or sublet all or part of the Unit or permit any other person to use the Unit. If Tenant does, Landlord has the right to cancel the Lease as stated in the Default section. Tenant must get Landlord's written permission each time Tenant wants to assign or sublet. Permission to assign or sublet is good only for that assignment or sublease. Tenant remains bound to the terms of this Lease after a permitted assignment or sublet even if Landlord accepts rent from the assignee or subtenant. The amount accepted will be credited toward rent due from Tenant. The assignee or subtenant does not become Landlord's tenant. Tenant is responsible for acts of any person in the Unit.

14. Tenant's certificate

Upon request by Landlord, Tenant shall sign a certificate stating the following: (1) This Lease is in full force and unchanged (or if changed, how it was changed); and (2) Landlord has fully performed all of the terms of this Lease and Tenant has no claim against Landlord; and (3) Tenant is fully performing all the terms of the Lease and will continue to do so; and (4) rent and added rent have been paid to date. The certificate will be addressed to the party Landlord chooses.

15. Condemnation

If all or a part of the Building or Unit is taken or condemned by a legal authority, Landlord may, on notice to Tenant, cancel the Term. If Landlord cancels, Tenant's rights shall end as of the date the authority takes title to the Unit or Building. The cancellation date must not be less than 30 days from the date of the Landlord's cancellation notice. On the cancellation date Tenant must deliver the Unit to Landlord together with all rent due to that date. The entire award for any taking including the portion for fixtures and equipment belongs to Landlord. Tenant gives Landlord any interest Tenant may have to any part of the award. Tenant shall make no claim for the value of the remaining part of the Term.

16. Tenant's duty to obey laws and regulations

Tenant must, at Tenant's expense, promptly comply with all laws, orders, rules, requests, and directions, of all governmental authorities, Landlord's insurers, Board of Fire Underwriters, or similar groups. Notices received by Tenant from any authority or group must be promptly delivered to Landlord. Tenant will not do anything which may increase Landlord's insurance premiums. If Tenant does, Tenant must pay the increase in premium as added rent.

17. Sale of Unit

If the Landlord wants to sell the Unit Landlord shall have the right to end this Lease by giving 30 days notice to Tenant. If Landlord gives Tenant that notice then the Lease will end and Tenant must leave the Unit at the end of the 30 days period in the notice.

18. No liability for property

Neither Landlord, the Association or Board of Managers is liable or responsible for (a) loss, theft, misappropriation or damage to the personal property, or (b) injury caused by the property or its use.

19. Playground, pool, parking and recreation areas

If there is a playground, pool, parking or recreation area, or other common areas, Landlord may give Tenant permission to use it. If Landlord gives permission, Tenant will use the area at Tenant's own risk and must pay all fees Landlord or the Association charges. Landlord is not required to give Tenant permission.

20. Terraces and balconies

The Unit may have a terrace or balcony. The terms of this Lease apply to the terrace or balcony as if part of the Unit. The Landlord may make special rules for the terrace and balcony. Landlord will notify Tenant of such rules.

Tenant must keep the terrace or balcony clean and free from snow, ice, leaves and garbage and keep all screens and drains in good repair. No cooking is allowed on the terrace or balcony. Tenant may not keep plants, or install a fence or any addition on the terrace or balcony. If Tenant does, Landlord has the right to remove and store them at Tenant's expense.

21. Correcting Tenant's defaults

If Tenant fails to correct a default after notice from Landlord, Landlord may correct it at Tenant's expense. Landlord's cost to correct the default shall be added rent.

22. Notices

Any bill, statement or notice must be in writing. If to Tenant, it must be delivered or mailed to the Tenant at the Unit. If to Landlord it must be mailed to Landlord's address. It will be considered delivered on the day mailed or if not mailed, when left at the proper address. A notice must be sent by certified mail. Landlord must notify Tenant if Landlord's address is changed. The signatures of all Tenants in the Unit are required on every notice by Tenant. Notice by Landlord to one named person shall be as though given to all those persons. Each party shall accept notices of the other.

23. Tenant's default

A. Landlord must give Tenant notice of default. The following are defaults and must be cured by Tenant within the time stated:

(1) Failure to pay rent or added rent on time, 3 days.

(2) Failure to move into the Unit within 15 days after the beginning date of the Term, 5 days.

(3) Issuance of a court order under which the Unit may be taken by another party, 5 days.

(4) Failure to perform any term in another lease between Landlord and Tenant (such as a garage lease), 5 days.

(5) Improper conduct by Tenant annoying other tenants, 3 days

(6) Failure to comply with any other term or Rule in the Lease, 5 days.

If Tenant fails to cure in the time stated, Landlord may cancel the Lease by giving Tenant a cancellation notice. The cancellation notice will state the date the Term will end which may be no less than 3 days after the date of the notice. On the cancellation date in the notice the Term of this lease shall end. Tenant must leave the Unit and give Landlord the keys on or before the cancellation date. Tenant continues to be responsible as stated in this Lease.

B. If Tenant's application for the Unit contains any misstatement of fact, Landlord may cancel this Lease. Cancellation shall be by cancellation notice as stated in Paragraph 23. A.

C. If (1) the Lease is cancelled; or (2) rent or added rent is not paid on time; or (3) Tenant vacates the Unit, Landlord may in addition to other remedies take any of the following steps: (a) enter the Unit and remove Tenant and any person or property, and (b) use eviction or other lawsuit method to take back the Unit.

D. If this Lease is cancelled, or Landlord takes back the Unit, the following takes place:

(1) Rent and added rent for the unexpired Term becomes due and payable. Tenant must also pay Landlord's expenses as stated in Paragraph 23. D(3).

(2) Landlord may re-rent the Unit and anything in it. The re-renting may be for any Term. Landlord may charge any rent or no rent and give allowances to the new tenant. Landlord may, at Tenant's expense, do any work Landlord feels is needed to put the Unit in good repair and prepare it for renting. Tenant remains liable and is not released in any manner.

(3) Any rent received by Landlord for the re-renting shall be used first to pay Landlord's expenses and second to pay any amounts Tenant owes under this Lease. Landlord's expenses include the costs of getting possession and re-renting the Unit, including, but not only, reasonable legal fees, brokers fees, cleaning and repairing costs, decorating costs and advertising costs.

(4) From time to time Landlord may bring actions for damages. Delay or failure to bring an action shall not be a waiver of Landlord's rights. Tenant is not entitled to any excess of rents collected over the rent paid by Tenant to Landlord under this Lease.

(5) If Landlord re-rents the Unit combined with other space an adjustment will be made based on square footage. Money received by Landlord from the next tenant, other than the monthly rent, shall be considered as part of the rent paid to Landlord. Landlord is entitled to all of it.

Landlord has no duty to re-rent the Unit. If Landlord does re-rent, the fact that all or part of the next tenant's rent is not

collected does not affect Tenant's liability. Landlord has no duty to collect the next tenant's rent. Tenant must continue to pay rent, damages, losses and expenses without offset.

E. If Landlord takes possession of the Unit by Court order, or under the Lease, Tenant has no right to return to the Unit.

24. Jury Trial and counterclaims

Landlord and Tenant agree not to use their right to a Trial by Jury in any action or proceeding brought by either against the other, for any matter concerning this Lease or the Unit. The giving up of the right to a Jury Trial is a serious matter. There are rules of law that protect that right and limit the type of action in which a Jury Trial may be given up. Tenant gives up any right to bring a counterclaim or set-off in any action by Landlord against Tenant on any matter directly or indirectly related to this Lease.

25. Bankruptcy, insolvency

If (1) Tenant assigns property for the benefit of creditors, (2) Tenant files a voluntary petition or an involuntary petition is filed against Tenant under any bankruptcy or insolvency law, or (3) a trustee or receiver of Tenant or Tenant's property is appointed, Landlord may give Tenant 30 days notice of cancellation of the Term of this Lease. If any of the above is not fully dismissed within the 30 days, the Term shall end as of the date stated in the notice. Tenant must continue to pay rent, damages, losses and expenses without offset.

26. No Waiver

Landlord's failure to enforce, or insist that Tenant comply with a term in this Lease is not a waiver of Landlord's rights. Acceptance of rent by Landlord is not a waiver of Landlord's rights. The rights and remedies of Landlord are separate and in addition to each other. The choice of one does not prevent Landlord from using another.

27. Illegality

If a term in this Lease is illegal that term will no longer apply. The rest of this Lease remains in full force.

28. Representations, changes in Lease

Tenant has read this Lease. All promises made by the Landlord are in this Lease. There are no others. This Lease may be changed only by an agreement in writing signed by and delivered to each party.

29. Inability to perform

If due to labor trouble, government order, lack of supply, Tenant's act or neglect or any other cause not fully within the Association's reasonable control, the Association, or Board of Managers is delayed or unable to carry out any of their respective obligations, requirements, promises or agreements, if any, this Lease shall not be ended or Tenant's obligations affected in any manner.

30. Limit of recovery against Landlord

Tenant is limited to Landlord's interest in the Unit for payment of a judgment or other court remedy against Landlord.

31. End of Term

At the end of the Term, Tenant must: leave the Unit clean and in good condition, subject to ordinary wear and tear; remove all of Tenant's property and all Tenant's installations and decorations; repair all damages to the Unit and Building caused by moving; and restore the Unit to its condition at the beginning of the Term. If the last day of the Term is on a Saturday, Sunday or State or Federal holiday the term shall end on the prior business day.

32. Space "as is"

Tenant has inspected the Unit and Building. Tenant states that they are in good order and repair and takes the Unit as is. Sizes of rooms stated in brochures or plans of the Building or Unit are approximate and subject to change. This Lease is not affected or Landlord liable if the brochure or plans do not show obstructions or are incorrect in any manner.

33. Quiet enjoyment

Subject to the terms of this Lease, as long as Tenant is not in default Tenant may peacefully and quietly have, hold, and enjoy the Unit for the Term.

34. Landlord's consent

If Tenant requires Landlord's consent to any act and such consent is not given, Tenant's only right is to ask the Court to force Landlord to give consent. Tenant agrees not to make any claim against Landlord for money or subtract any sum from the rent because such consent was not given.

35. Lease binding on

This Lease is binding on Landlord and Tenant and their heirs, distributees, executors, administrators, successors and lawful assigns.

36. Landlord

Landlord means the owner of the Unit. Landlord's obligations end when Landlord's interest in the Unit is transferred. Any acts Landlord may do may be performed by Landlord's agents.

37. Broker

If the name of a Broker appears in the box at the top of the first page of this Lease, Tenant states that this is the only Broker that showed the Unit to Tenant. If a Broker's name does not appear Tenant states that no agent or broker showed Tenant the Unit. Tenant will pay Landlord any money Landlord may spend if either statement is incorrect.

38. Paragraph headings

The paragraph headings are for convenience only.

39. Rules

Tenant must comply with these Rules. Notice of new or changed Rules will be given to Tenant. Landlord, the Association or Board of Managers need not enforce Rules against other tenants. Landlord is not liable to Tenant if another tenant violates these Rules. Tenant receives no rights under these Rules:

(1) The comfort or rights of other tenants must not be

interfered with. Annoying sounds, smells and lights are not allowed.

(2) No one is allowed on the roof. Nothing may be placed on or attached to fire escapes, sills, windows or exterior walls of the Unit or in the hallway or public areas. Clothes, linens or rugs may not be aired or dried from the Unit or on terraces.

(3) Tenant must give the Landlord keys to all locks. Locks may not be changed or additional locks installed without Landlord's consent. Doors must be locked at all times. Windows must be locked when Tenant is out. All keys must be returned to Landlord at the end of the Term.

(4) Floors of the Unit must be covered by carpets or rugs. Waterbeds or furniture containing liquid are not allowed in the Unit.

(5) Dogs, cats or other animals or pets are not allowed in the Unit or Building. Feeding of birds or animals from the Unit, terraces or public areas is not permitted.

(6) Garbage disposal rules must be followed. Wash lines, vents and plumbing fixtures must be used for their intended purpose.

(7) Laundry machines, if any, are used at Tenant's risk and cost. Instructions must be followed. Landlord may stop their use at any time.

(8) Moving furniture, fixtures or equipment must be scheduled with Landlord. Tenant must not send Landlord's employees on personal errands.

(9) Improperly parked cars may be removed without notice at Tenant's cost.

(10) Tenant must not allow the cleaning of the windows or other part of the Unit or Building from the outside.

(11) Tenant shall conserve energy.

(12) Tenant may not operate manual elevators. Smoking or carrying lighted pipes, cigarettes or cigars is not permitted in elevators. Messengers and trade people must only use service elevators and service entrances.

(13) The entrances, halls and stairways may only be used to go to or leave the Unit.

(14) Professional tenants must not allow patients to wait in public areas.

(15) Inflammable or dangerous things may not be kept or used in the Unit.

(16) No tour of the Unit or Building may be conducted. Auctions or tag sales are not permitted in Units.

(17) Bicycles, scooters, skate boards or skates may not be kept or used in lobbies, halls or stairways. Carriages and sleds may not be kept in lobbies, halls or stairways.

40. Appliances, etc., included in Lease

The Lease includes only personal property itemized on the annexed schedule called the Personal Property schedule.

41. Definitions

a) "Association" means the Unit Owners Association and/or any organization, whether or not incorporated, whose membership is essentially limited to owners of units in the Condominium or in condominiums located in the vicinity.

b) Words defined in applicable statutes have the meanings therein set forth.

c) "Condominium" — See Heading.

d) "Unit" — See Heading.

e) "Board of Managers"—group of persons selected, authorized and directed to manage and operate a condominium, as provided by the Condominium Act, and the Declaration.

f) "Building" — See Article I.

g) "Common Charges"—each unit's share of the Common Expenses in accordance with its Common Interest in the Common Elements of the Condominium.

h) "Common Elements"—that which is described in the Declaration.

i) "Common Expenses"—the actual and estimated expenses of operating the Condominium and any reasonable reserve for such purposes, as found and determined by the Board of Managers plus all sums designated Common Expenses, including, but not limited to, real estate taxes, if applicable, by or pursuant to the Condominium Act, or the declaration.

j) "Common Interest"—the proportionate, undivided interest each Unit-owner has in the Common Elements.

k) "Unit-owner"—the person or persons owning 1 or more units in the Condominium in fee simple.

42. Increase in Common Charges and Real Estate Taxes

A. Tenant shall pay to Landlord, as added rent, all increases in Common Charges, Common Expenses and Association dues related to the Unit, which exceed those charges, expenses or dues payable on the date of this Lease.

B. Tenant shall pay to Landlord, as added rent, any increase in the Real Estate Taxes (including all equivalent, and/or use and/or supplemental taxes and taxes assessed against the Unit as a substitute for Real Estate Taxes) above the Real Estate Taxes assessed or imposed against the Unit (including but not limited to increases in assessed value or tax rate) for the fiscal tax year in effect on the commencement date of the Term of this Lease.

43. No Liability

A. Landlord, the Board of Managers, the Association and their respective agents, contractors and employees, shall not be liable for, injury to any person, or for property damage sustained by Tenant, its licensees, invitees, guests, contractors and agents, or by any other person for any reason except for negligence of Landlord, the Board of Managers or the Association.

B. Tenant agrees to protect, indemnify and save harmless Landlord, the Board of Managers and the Association from all losses, costs, or damages suffered by reason of any act or other occurrence which causes injury to any person or property and is related in any way to the use of the Unit.

44. Automobiles

The use or storage of Tenant's or any other person's automobile whether or not parked or being driven in or about the Building

parking area or garages, if any, shall at all times be at the sole risk of Tenant. Should any employee of the Condominium assist Tenant or take part in the parking, moving or handling of Tenant's or any other person's automobile or other property given to the custody of any employee for any reason whatsoever, that employee is considered the agent of Tenant or such other person and not of Landlord, the Condominium, the Board of Managers or the Association and none of them shall be liable to Tenant or to any other person for the acts or omission of any employee or for the loss of or damage to the automobile or any of its contents.

Any vehicle or personal property belonging to Tenant, which in the opinion of Landlord, the Association or Board of Managers is considered abandoned, shall be removed by Tenant within 1 day after delivery of written notice to Tenant. If Tenant does not remove it, Landlord or the Association may remove the property from the area at Tenant's cost.

45. Garage Space

If a garage space is included in this Lease the fee that Tenant must pay Landlord appears in the box at the top of the first page of this Lease. It is payable as added rent. The number of the garage space will also appear in the box. If a garage space number does not appear Tenant states that no garage space is leased to Tenant.

46. Voting

This Lease relates solely to the use and occupancy of the Unit and as specifically stated. This Lease does not include the transfer or

exchange of any voting rights nor is it to be construed as reducing Landlord's sole right to vote without restriction, with respect to any matter related to the Unit.

47. No Affirmative Obligations of Landlord

Landlord is not obligated to provide or render any services whatsoever to the Tenant or perform any affirmative obligations under the terms of this Lease. Landlord is not liable for damages or otherwise in the event Tenant suffers them as a result of any act committed or omitted to be performed by the Association, Board of Managers, or any other party. Landlord shall not be liable to Tenant, its successors, assigns or subtenants with respect to any of the affirmative obligations to be performed by any third party including the Association or Board of Managers under the Declaration and Landlord is released from liability. Tenant must continue to pay all rent and added rent as required under the terms of this Lease in spite of any failure of performance. None of the terms of this Lease shall in any way be affected as a result of that failure. Landlord will use its reasonable efforts (provided at no expense to Landlord) in demanding the performance, by the party obligated, of its obligations under the applicable agreement including any obligation to provide services. Tenant agrees to indemnify and save Landlord harmless from and against any and all claims, liabilities or demands arising from the Declaration or other agreement related to any act, omission or negligence of Tenant.

Rider Additional terms on page(s) initialed at the end by the parties is attached and made a part of this Lease.

Signatures, effective date Landlord and Tenant have signed this Lease as of the above date. It is effective when Landlord delivers to Tenant a copy signed by all parties.

LANDLORD:

TENANT:

WITNESS.....

GUARANTY OF PAYMENT

Guarantor and address

1. Reason for guaranty I know that the Landlord would not rent the Unit to the Tenant unless I guarantee Tenant's performance. I have also requested the Landlord to enter into the Lease with the Tenant. I have a substantial interest in making sure that the Landlord rents the Premises to the Tenant.

2. Guaranty I guaranty the full performance of the Lease by the Tenant. This Guaranty is absolute and without any condition. It includes, but is not limited to, the payment of rent and other money charges.

3. Changes in Lease have no effect This Guaranty will not be affected by any change in the Lease, whatsoever. This includes, but is not limited to, any extension of time or renewals. The Guaranty will bind me even if I am not a party to these changes.

4. Waive of Notice I do not have to be informed about any default by Tenant. I waive notice of nonpayment or other default.

5. Performance If the Tenant defaults, the Landlord may require me to perform without first demanding that the Tenant perform.

6. Waiver of jury trial I give up my right to trial by jury in any claim related to the Lease or this Guaranty.

7. Changes This Guaranty can be changed only by written agreement signed by all parties to the Lease and this Guaranty.

Date of Guaranty

Signatures

GUARANTOR:

WITNESS:

Guarantor's address:

EPA and HUD Lead Paint Regulations, Effective September 6, 1996¹

Landlords must disclose known lead-based paint and lead-based paint hazards of pre-1978 housing to tenants.² Use the following BLUMBERG LAW PRODUCTS (800 LAW MART) to comply:

3140 Lead Paint Information Booklet

3141 Lead Paint Lease Disclosure Form

¹December 6, 1996 for owners of 1 to 4 residential dwellings.

²Leases for less than 100 days, 0-bedroom units, elderly and handicapped housing (unless children live there) and housing found to be lead-free by a certified inspector are excluded.

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

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

Name of tenant(s): _____

Lease Premises Address: _____

Apartment Number: _____ (the "Leased
Premises")

Date of Lease: _____

CHECK ONE:

1. [] There is NO Maintained and Operative Sprinkler System in the Leased Premises.

2. [] There is a Maintained and Operative Sprinkler System in the Leased Premises.

A. The last date on which the Sprinkler System was maintained and inspected was on_____.

A "Sprinkler System" is a system of piping and appurtenances designed and installed in accordance with generally accepted standards so that heat from a fire will automatically cause water to be discharged over the fire area to extinguish it or prevent its further spread (Executive Law of New York, Article 6-C, Section 155-a(5)).

Acknowledgment & Signatures:

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

Tenant : Name: _____ Date: _____
Signature: _____

Name: _____ Date: _____
Signature: _____

Owner Name: _____ Date: _____
Signature: _____

THE 322 WEST 57TH STREET CONDOMINIUM

RIDER TO LEASE

Dated: _____ (the "Lease")
between

("Landlord")

("Tenant")

The parties hereto agree as follows:

1. This rider is executed simultaneously with the Lease to which it is annexed. If there are any inconsistencies between the Rider and the Lease, this Rider shall be paramount and controlling.
2. Any rule of construction or interpretation that purports to require that the language in this Rider be construed or interpreted against the Condominium will not be considered in the construction or interpretation of this Rider or any of their provisions.
3. The parties acknowledge that Unit is located in the The 322 West 57th Street Condominium (The "Condominium") and this lease is subject and subordinate to the Declaration, By-Laws and Rules and Regulations of the Condominium (the "Condominium Documents"). Tenant agrees that it will observe and perform all of the terms, covenants and conditions of the Condominium Documents and will not cause or permit any default thereunder to the extent applicable to a tenant or occupant of the Unit.
4. In the event Landlord is in default in payment of common charges or any other charges (e.g. electric) owing to the Condominium for a period of thirty (30) days following the date when these charges are due, and for so long as the Landlord is in default, all rent and any other sums which may become due from Tenant to Landlord under the Lease or otherwise, will, upon notice from the Condominium, be paid by Tenant directly to the Condominium.
5. Any payments by Tenant to the Condominium shall constitute a discharge of obligations of Tenant to Landlord to the extent of the amount so paid.
6. The Condominium may take and apply all or part of payments it receives from Tenant, to amounts owed by Landlord to Condominium including but not limited to common charges, late fees, interest and attorney's fees. Thereafter, the Condominium shall remit to Landlord the remainder, if any, of payments received by Condominium from tenant.
7. Landlord acknowledges and agrees to the Condominium's right as hereinabove described to demand, receive and enforce payment from Tenant, and to bring suit to recover all rents or other sums payable to Landlord under the Lease, all of the foregoing at Landlord's expense.

8. Nothing contained in the Lease shall be deemed to constitute a release of Landlord from any of his/her obligations as unit owner under the Condominium Documents. Landlord shall remain fully liable for the performance of all of the obligations of the unit owner under the Condominium Documents and shall be fully responsible and liable to the Condominium for all acts or omissions of Tenant should any such acts or omissions of Tenant violate any of the obligations of the Landlord under the Condominium Documents. The parties shall be jointly and severally liable to the Condominium for all expenses of the Condominium, including attorney's fees, in enforcing the obligations of either party hereunder.

9. The parties acknowledge that this rider is executed for the benefit of the Condominium, and that the Condominium shall be deemed a third-party beneficiary of the provisions hereof. In case of any conflict between other provisions of the Lease and those contained in this Rider, the provisions of this Rider shall control.

10. As used in this Rider, "Landlord" refers to the owner of Unit _____ at the The 322 West 57th Street Condominium, 322 West 57th Street, New York, NY 10019 "Tenant" refers to the person or persons leasing Unit _____ from Landlord; and "Condominium Documents" refer to the Declaration, By-Laws or Rules and Regulations, the Tenant shall be permitted to use the amenities located in the Building, subject to the policies and procedures governing the use of same, including, without limitation, the imposition of any fees, if applicable.

11. Any rule of construction or interpretation that purports to require that the language in this Lease be construed or interpreted against the drafter will not be considered in the construction or interpretation of this Lease or any of its provisions, it being agreed that this Lease was negotiated by both parties with the aide of counsel.

12. Tenant acknowledges and understands that the Landlord has no obligation to supply or liability in connection with, utilities including, without limitation, gas and electricity, in or to the Unit. Tenant shall be solely responsible for arranging and paying for utilities including payment of electric sub-metering charges, if applicable.

13. Tenant agrees and understands that Owner is entitled to implement such procedures, rules and regulations as, in its discretion, Owner deems appropriate in order to identify and/or screen all Tenants or other would-be entrants into the building and to inspect all packages that such persons wish to bring into the building. In the event the Unit is or becomes occupied by any person other than the Tenant, including but not limited to, family members and/or roommates of Tenant, with the exception of temporary guests, it shall be a substantial obligation of the tenancy and this Lease (in addition to any other independent obligations under law) that Tenant so notify Owner within thirty (30) days of such person taking occupancy and, thereafter, providing to Owner such reasonable information as Owner may request of Tenant regarding each occupant, including, but not limited to, such type of information as Owner requested of Tenant when Tenant applied for permission to initially rent the Unit. Tenant's

failure to provide such notification to Owner and to provide such information upon request of Owner shall constitute a material breach of this Lease.

14. The lease to which this rider is attached may not be modified, amended, extended or assigned without the prior consent, in writing, of the Board of Managers (the "Board") and that the tenant shall not assign his interest in such lease, or sublet the demised premises or any part thereof without the prior consent in writing of the Board and that the Board shall have the power to terminate such lease and/or to bring summary proceedings to evict the tenant in the name of the landlord, in the event of (i) a default by the tenant in the performance of its obligations under the lease or (ii) a foreclosure of a lien.

Owner Signature

Owner Signature

Tenant Signature

Tenant Signature

All unit owners and tenants are required to execute this rider.

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

Lead warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, 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 (check (i) or (ii) below):

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

(ii) _____ Lessor has no knowledge of lead-based paint and /or lead-based paint hazards in the housing.

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

(i) _____ Lessor has provided the lessee with all available records and reports pertaining to lead-based paint and/or lead based paint hazards in the housing (list documents below).

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

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 Acknowledgment (initial)

(e) _____ Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852(d) 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 provided is true and accurate.

| | | | |
|--------|------|--------|------|
| Lessor | Date | Lessor | Date |
| Lessee | Date | Lessee | Date |
| Agent | Date | Agent | Date |

**CONDOMINIUM
LEASE APPLICATION**

Today's Date: _____
Applicant's Last Name(s): _____
Unit #: _____

GENERAL INFORMATION

| | | |
|------------------|------------------------|--------------|
| Building Name | Length of Lease _____ | Unit # _____ |
| Building Address | Lease Start Date _____ | |
| Monthly Rent | Lease End Date _____ | |
| Annual Rent | Security Deposit _____ | |

OWNER'S INFORMATION

| | |
|-----------------|---------------------|
| Owner's Name(s) | Home Phone _____ |
| Current Address | Cell Phone _____ |
| | Email Address _____ |

APPLICANT'S INFORMATION

| | Applicant | | | | Co-Applicant | | | |
|-----------------|-----------|-------|--------------|-------|--------------|-------|--------------|-------|
| Name | | | | | | | | |
| Email Address | | | | | | | | |
| Home Phone | | | | | | | | |
| Cell Phone | | | | | | | | |
| Work Phone | | | | | | | | |
| Current Address | | | | | | | | |
| Time at Address | From | _____ | to | _____ | From | _____ | to | _____ |
| Own or Rent? | Own | Rent | Live at Home | Other | Own | Rent | Live at Home | Other |
| Landlord/Agent | | | | | | | | |
| Address | | | | | | | | |

EMPLOYMENT INFORMATION

| Employment Status | Full-Time | Part-Time | Self Employed | Full-Time | Part-Time | Self Employed | | |
|--------------------|-----------|-----------|---------------|-----------|-----------|---------------|----|-------|
| | Retired | Student | Unemployed | | | | | |
| Profession | | | | | | | | |
| Current Employer | | | | | | | | |
| Empl. Address | | | | | | | | |
| City/State/Zip | | | | | | | | |
| Employment Dates | From | _____ | to | _____ | From | _____ | to | _____ |
| Supervisor's Name | | | | | | | | |
| Supervisor's Phone | | | | | | | | |
| Annual Base Salary | | | | | | | | |
| Prior Employer | | | | | | | | |
| Empl. Address | | | | | | | | |
| City/State/Zip | | | | | | | | |
| Employment Dates | From | _____ | to | _____ | From | _____ | to | _____ |



Exceptional Management
Impeccable Reputation

CONDOMINIUM LEASE APPLICATION

Today's Date: _____

Applicant's Last Name(s): _____

Unit #: _____

Supervisor's Name _____

Supervisor's Phone _____

Education History _____

FINANCIAL INFORMATION

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. Bank Name

Address _____

Account Type _____

Checking

Savings

Loan

Checking

Savings

Loan

4. Stockbroker, CPA or Executor (if any)

Firm Name _____

Address _____

Phone _____

Email Address _____

PERSONAL REFERENCES

1. Name

Phone _____

Email Address _____

2. Name

Phone _____

Email Address _____

3. Name

Phone _____

Email Address _____

PROFESSIONAL REFERENCES

1. Name

Phone _____

Email Address _____

2. Name

Phone _____

Email Address _____



Today's Date: _____

Applicant's Last Name(s): _____

Unit #: _____

CONDOMINIUM LEASE APPLICATION

| | | |
|---------------|-------|-------|
| 3. Name | _____ | _____ |
| Phone | _____ | _____ |
| Email Address | _____ | _____ |

| | | | |
|-----------------------------------|----------|-------------------------------|---|
| GUARANTOR INFORMATION | | <i>Not Applicable</i> | |
| Name of Guarantor | _____ | EMPLOYMENT INFORMATION | |
| Relation to Applicant | _____ | Employment Status | Full-Time Part-Time Self Employed Retired Student Unemployed |
| Guarantor Phone | _____ | Profession | _____ |
| FINANCIAL INFORMATION | | | |
| 1. Bank Name | _____ | | |
| Address | _____ | | |
| Account | Checking | Savings | Loan |
| 2. Bank Name | _____ | | |
| Address | _____ | | |
| Account | Checking | Savings | Loan |
| Current Employer _____ | | | |
| Empl. Address _____ | | | |
| City/State/Zip _____ | | | |
| Employ. Dates From _____ to _____ | | | |
| Supervisor Name _____ | | | |
| Supervisor Phone _____ | | | |
| Annual Base Salary _____ | | | |

| | | | | | |
|--|-------|-------------------|---|-----------|--------------|
| ADDITIONAL INFORMATION | | | | | |
| Names & ages for all occupants | | | | | |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| _____ | _____ | _____ | _____ | _____ | _____ |
| Name(s) of residents in building known by Applicant(s) | | | | | |
| _____ | | | | | |
| Do you have pets? | Yes | No | (Please refer to the building rules regarding pets) | | |
| If yes, list type, breed and age _____ | | | | | |
| Do any occupants smoke? (cigarettes, cigars, pipes, etc.) | | | | | |
| Yes | No | Occupancy will be | Full-time | Part-time | Pied-A-Terre |

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 all financial information submitted is a true and accurate statement of the undersigned as of the date set forth by each signature. The agents neither bear nor assume any responsibility whatsoever for the verification of completeness of the information contained herein. In addition, the undersigned hereby authorize(s) the managing agent and condominium association to share such portions of the application as they may reasonably believe necessary to fulfill the purposes of this application with 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.

| | | | |
|--|-------|------|-------|
| Applicant | _____ | Date | _____ |
| Co-Applicant <i>(If Applicable)</i> | _____ | Date | _____ |
| Guarantor | _____ | Date | _____ |

Financial Statement

Applicant:

Address:

Co-Applicant:

Address:

The following is submitted as being a true and accurate statement of the financial condition of the undersigned on the:

____ day of _____ 20 ____

| ASSETS | | | LIABILITIES | | | | |
|--|--|-----------|--------------|--|--|-----------|--------------|
| | | Applicant | Co-Applicant | | | Applicant | Co-Applicant |
| Cash in banks (<i>Schedule A</i>) | | | | Notes Payable (<i>Schedule E</i>) | | | |
| Money Market Funds | | | | To Banks | | | |
| Contract Deposit | | | | To Relatives | | | |
| Investments: Stocks and Bonds (<i>Schedule B</i>) | | | | To Others | | | |
| Investments in Own Business | | | | Installment Accounts Payable: | | | |
| Accounts and Notes Receivable | | | | Automobile | | | |
| Real Estate Owned (<i>Schedule C</i>) | | | | Other | | | |
| Automobiles: | | | | Other Accounts Payable | | | |
| Year | | | | Mortgages Payable on Real Estate (<i>Schedule F</i>) | | | |
| Make | | | | Unpaid Real Estate Taxes | | | |
| Personal Property and Furniture | | | | Unpaid Income Taxes | | | |
| Life Insurance | | | | Chattel Mortgages | | | |
| Cash Surrender Value | | | | Loans on Life Insurance Policies (Include Premium Advances) | | | |
| Retirement Funds/ IRA | | | | Outstanding Credit Card Debt | | | |
| 401K | | | | Other Debts (<i>Schedule G</i>) | | | |
| KEOGH | | | | TOTAL LIABILITIES | | | |
| Profit Sharing/ Pension Plan | | | | NET WORTH | | | |
| Other Assets (<i>Schedule D</i>) | | | | | | | |
| TOTAL ASSETS | | | | | | | |
| COMBINED ASSETS | | | | COMBINED LIABILITIES | | | |

| SOURCES OF INCOME / MONTHLY | | | PROJECTED EXPENSES / MONTHLY | | | | |
|---|--|-----------|------------------------------|-----------------------|--|-----------|--------------|
| | | Applicant | Co-Applicant | | | Applicant | Co-Applicant |
| Base Salary | | | | Maintenance | | | |
| Overtime Wages | | | | Apartment Financing | | | |
| Bonus and Commissions | | | | Other Mortgages | | | |
| Dividends and Interest Income | | | | Bank Loans | | | |
| Real Estate Income (Net) | | | | Auto Loans | | | |
| Other Income Including Gifts (<i>Schedule H</i>) | | | | Other: | | | |
| TOTAL | | | | TOTAL | | | |
| | | | | COMBINED TOTAL | | | |

| GENERAL INFORMATION | | | CONTINGENT LIABILITIES | | |
|------------------------------|--|-----------|------------------------|--|-------------|
| | | Applicant | Co-Applicant | | |
| Personal Bank Accounts at | | | | An Endorser or Co-maker on Notes | |
| Savings and Loan Accounts at | | | | Alimony Payments (Annual) | |
| Purpose of Loan | | | | Child Support | |
| | | | | Are you a defendant in any legal action? | Yes No |
| | | | | Are there any unsatisfied judgments? | Yes No |
| | | | | Have you ever taken bankruptcy? Explain: | Yes No |

Itemized Schedules

Please include verification statements and proof of liquid assets as required by your coop or condo.

A: ITEMIZED SCHEDULE OF CASH

| Applicant or Co-Applicant | Financial Institution | Type of Account | Account Balance |
|---------------------------|-----------------------|-----------------|-----------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

B: ITEMIZED SCHEDULE OF STOCKS AND BONDS

| Amount/ No. of Shares | Description | Marketable Value | Non-Marketable Value |
|-----------------------|-------------|------------------|----------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

C: ITEMIZED SCHEDULE OF REAL ESTATE

| Description and Location | Date Acquired | Cost | Actual Value | Mortgage Amount | Maturity Date | Monthly Operating Costs | Residential or Commercial (If commercial, what are the gross rents?) |
|--------------------------|---------------|------|--------------|-----------------|---------------|-------------------------|---|
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

D: ITEMIZED SCHEDULE OF OTHER ASSETS

| Description | Amount |
|-------------|--------|
| | |
| | |
| | |
| | |
| | |

E: ITEMIZED SCHEDULE OF NOTES PAYABLE

| To Whom Payable | Date | Amount | Due | Interest | Pledged as Security |
|-----------------|------|--------|-----|----------|---------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

F: ITEMIZED SCHEDULE OF MORTGAGES PAYABLE

| To Whom Payable | Mortgage Amount | Principal Remaining | Maturity Date |
|-----------------|-----------------|---------------------|---------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

G: ITEMIZED SCHEDULE OF OTHER LIABILITIES

| Description | Amount | Date | Payments | Security |
|-------------|--------|------|----------|----------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |

H: ITEMIZED SCHEDULE OF OTHER INCOME

| Source | Amount Last Year | Is this recurring? |
|--------|------------------|--------------------|
| | | |
| | | |
| | | |
| | | |

IF YOU ARE A PRINCIPAL OF OR ARE EMPLOYED BY A FAMILY BUSINESS, PLEASE COMPLETE THIS SECTION:

| | Applicant | Co-Applicant |
|--|-----------|--------------|
| Dividend or partnership income (present year) | | |
| Dividend or partnership income (prior year) | | |
| Dividend or partnership income (second prior year) | | |

The foregoing application has been carefully prepared, and the undersigned hereby solemnly declare(s) and certify(s) that all information contained herein is complete, true, and correct. The information is submitted as being a true and accurate statement of the financial condition of the undersigned on the _____ day of _____, 20 ____.

X _____ Date _____
Applicant

X _____ Date _____
Co- Applicant



Exceptional Management
Impeccable Reputation

CONSENT FORM – DISCLOSURE OF INFORMATION

Applicant

Name: _____

Date of Birth: _____ Social Security #: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Co-Applicant

Name: _____

Date of Birth: _____ Social Security #: _____

Home Address: _____

City: _____ State: _____ Zip: _____

If Applicable

Guarantor/Other Adult

Name: _____

Date of Birth: _____ Social Security #: _____

Home Address: _____

City: _____ State: _____ Zip: _____

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

According to the Fair Credit Reporting Act (Law 91-508) SS 606:

A person may not procure or cause to be prepared an investigative consumer report on any consumer unless it is clearly and accurately disclosed to the consumers that an investigative consumer report including information as to his character, general reputation, personal characteristics and mode of living and employment history, whichever are applicable, may be made. I also understand that if I am denied tenancy because of the consumer investigation, it is my right to have the name of the agency or agencies disclosed to me within the time allowed. This authorization, in original or copy form, shall be valid for this and any further reports or updates that may be requested.

Applicant's Signature: _____ Date: _____

Co-Applicant's Signature: _____ Date: _____

Guarantor/Other Adult's Signature: _____ Date: _____



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CURRENT UNIT OWNER'S PERSONAL INFORMATION

Unit #: _____

Unit Owner's Name: _____

Unit Owner's Forwarding Address: _____

Unit Owner's Business Address: _____

Unit Owner's Daytime Phone Number: _____

Unit Owner's Evening Telephone Number: _____

Unit Owner's Cell Phone Number: _____

Unit Owner's Email Address: _____



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EMERGENCY CONTACT INFORMATION

| | |
|---|-----------------|
| Tenant's Name: | Personal Email: |
| Business Name: | Business Email: |
| Address: | Cell Phone: |
| City/State/Zip: | Business Phone: |
| Please list any other contact information (vacation home, beeper) | |

| | |
|---|-----------------|
| Co-Tenant's Name: | Personal Email: |
| Business Name: | Business Email: |
| Address: | Cell Phone: |
| City/State/Zip: | Business Phone: |
| Please list any other contact information (vacation home, beeper) | |

| | |
|---|-------------|
| Emergency Contact Information: (other than Tenant) | |
| Name: | |
| Relationship to Tenant(s): | Email: |
| Home Phone: | Cell Phone: |

Please list all names of any additional occupants who will reside on the premises, including children

Additional Occupant**Age****Relationship**

| | | |
|-------|-------|-------|
| ----- | ----- | ----- |
| ----- | ----- | ----- |
| ----- | ----- | ----- |
| ----- | ----- | ----- |
| ----- | ----- | ----- |



APPLICANT'S RELEASE

Re: _____

Unit #: _____

The undersigned applicant(s) is (are) submitting an application to purchase/lease the above referenced unit.

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

Applicant acknowledges that the application to purchase/lease the unit may or may not be approved by the Board of Managers of the Condominium Association in its sole discretion and that if the application is not approved, no reason for the disapproval needs to be given. Whether the application is approved or not approved, certain costs and expenses will be incurred and the fees described above will not be refunded to the applicant(s). The applicant releases both the Condominium Association and the managing agent from any liability for the return of these funds incurred in processing the application, and agrees that in the event the applicant seeks recovery of such fees, the applicant shall be liable for all costs and expenses (including attorney's fees) incurred by the Condominium Association and/or managing agent.

Applicant's Signature _____ Date: _____

Co-Applicant's Signature _____ Date: _____

Guarantor's Signature (if applicable) _____ Date: _____



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RIGHT OF ACCESS

The undersigned acknowledge(s) that all residential unit owners must permit access to their unit to the managing agent, superintendent and/or any other authorized worker for the purpose of making inspections, correcting any conditions requiring repair that originate in the unit and threaten another unit or the Common Elements, removing violations, curing defaults under the Declaration of Condominium, By-Laws, or Rules and Regulations, as for the purpose of performing installations, alterations or repairs to portions of the building systems that are located or accessible from the unit. Requests for access will be made at least one day in advance except in cases of emergencies where no prior notice is required.

Unit #: _____

Applicant's Name

Co-Applicant's Name

Applicant's Signature

Co-Applicant's Signature

Date: _____

Date: _____

If Applicable:

Guarantor's Name

Guarantor's Signature

Date: _____

ACKNOWLEDGEMENT OF BUILDING POLICIES

The 322 West 57th Street Condominium

Unit #: _____

Please initial each policy and sign the form below.

Tenant Co-Tenant Guarantor Acknowledgement

Building and Sky Club Rules & Regulations:

The Undersigned have received and read the Rules & Regulations for the above referenced building and understand that, as either a unit owner or as a subtenant, are bound by these Rules & Regulations and any subsequent revision thereto.

Damage Responsibility:

The Undersigned, as either unit owner or subtenant, agree to accept responsibility for any damage incurred to the elevators and public areas during my / our move into / out of the above referenced building.

Move In / Move Out Policy:

The Undersigned have received and read the Move In / Move Out Policy for the above referenced building and agree to, as either a unit owner or as a subtenant, follow the policy and pay all required fees and deposits.

Pet Policy:

The Undersigned, as either unit owner or subtenant, have read and understand the Pet Policy for the above referenced building.

Date: _____

Date: _____

If Applicable:

Date: _____



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To: Lessee/Tenant at The 322 West 57th Street Condominium (the "Condominium")

From: Condominium Board of Managers (the "Condominium Board")

Subject: INSURANCE COVERAGE

In connection with your lease of a Unit at the Condominium, the Condominium Board is requiring you obtain and maintain insurance coverage, as set forth below.

The Lessee(s) of the Unit, at their own cost and expense, are required to maintain comprehensive personal liability insurance in the minimum amount of One Million (\$1,000,000.00) Dollars. The 322 W. 57th Street Condominium (the "Condominium") shall be named an Interested Party. This coverage shall consist of *either* A or B, as listed below.

A. In the form of One Million (\$1,000,000.00) Dollars on a primary policy, in what is known as comprehensive personal liability insurance.

B. In a combination of Five Hundred Thousand (\$500,000.00) Dollars on a primary underlying policy with the additional Five Hundred Thousand (\$500,000.00) Dollars coverage to be provided under by a personal umbrella policy.

For your own protection, the board strongly suggests the umbrella policy with limits of \$5,000,000

All applicants are required to submit a binder with proof of insurance as part of their application, providing proof of coverage for the personal liability requirements provided above. Each Lessee is obligated to provide proof of the required insurance to the Board of Managers of the Condominium annually by January 31 of each calendar year. This is for your own protection and failure to provide the required proof of insurance shall result in a fine of One Thousand (\$1,000.00) dollars.

Please acknowledge receipt of a copy of this memorandum by signing a copy hereof and returning it, along with your proof of coverage, to AKAM Associates, Inc.

RECEIPT ACKNOWLEDGED:

Unit #: _____

Date: _____

LESSEE/TENANT SIGNATURE

Date: _____

UNIT CO-LESSEE/CO-TENANT SIGNATURE



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An AKAM® Living Services Company

260 Madison Avenue
12th Floor
New York, New York 10016
Phone: 212.986.0001
Fax: 212.986.0002
www.akam.com

PET REGISTRATION FORM

Building Name: _____ Unit #: _____

Name of Pet Owner: _____

Home/Cell Telephone: _____

Work Telephone: _____

PET POLICY

A maximum of two pets per unit, up to 35 lbs. each, with a maximum combined weight of no more than 60 lbs. In addition, the following dog breeds are prohibited:

- a. Pit Bull
- b. Rottweiler
- c. German Shepherd
- d. Husky
- e. Wolf-Dog Hybrid
- f. Malamute
- g. Doberman
- h. Chow Chow
- i. Great Dane
- j. St. Bernard

Cat Owners are required to install and maintain window screens. All Pet Registration forms are to be submitted as part of the application and must include a \$100 non-refundable Pet Registration Fee.

PET INFORMATION

Please list all pets separately

| <u>Pets Name</u> | <u>Type</u> | <u>Breed</u> | <u>Age</u> | <u>Weight</u> | <u>License of I.D.# (NYC Registered Pet)</u> |
|------------------|-------------|--------------|------------|---------------|--|
| | | | | | |
| | | | | | |

PET REFERENCES

Veterinarian: _____ Phone: _____

PET'S EMERGENCY CARETAKER

Name: _____ Phone: _____

Address: _____

Please attach the following to this form:

- Recent photo of your pet(s)
- Copy of the registration with the City of New York
- Immunization records
- A check or money order for the payment of the non-refundable Pet Fee in the amount of \$100.00. Please make payable to: "322 West 57th Street Condo, Inc."

RESIDENT CAT OWNERS

As a resident cat owner, Building Policy requires you to install and maintain screens on all windows within your unit. Should you need a recommendation of a screen installer, please contact Kokona Sclavos via email at KSclavos@akam.com or telephone at 212-581-8973 x3.

I understand that I am required to immediately disclose any and all pets residing in my unit and am required to obtain consent from Building Management. I have also read and understand the Rules and Regulations pertaining to the pet policy for the above referenced building, and I and the members of my household promise to fully comply.

Pet Owner Signature: _____ Date: _____

Approval Signature: _____ Title: _____ Date: _____



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,*

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

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

CHECK ALL THAT APPLY

- | | |
|---|--|
| <input type="checkbox"/> CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT | <input type="checkbox"/> WINDOW GUARDS ARE INSTALLED IN ALL WINDOWS* |
| <input type="checkbox"/> NO CHILDREN 10 YEARS OF AGE OR YOUNGER LIVE IN MY APARTMENT | <input type="checkbox"/> WINDOW GUARDS ARE NOT INSTALLED IN ALL WINDOWS* |
| <input type="checkbox"/> I WANT WINDOW GUARDS EVEN THOUGH I HAVE NO CHILDREN 10 YEARS OF AGE OR YOUNGER | <input type="checkbox"/> WINDOW GUARDS NEED MAINTENANCE OR REPAIR |
| | <input type="checkbox"/> WINDOW GUARDS DO NOT NEED MAINTENANCE OR REPAIR |

Tenant (Print)

Tenant's Signature:

Date

Tenant's Address

Apt No.

RETURN THIS FORM TO:

**AKAM Associates, Inc.
260 Madison Ave, 12th Floor
New York, NY 10016**

**For Further Information Call:
Window Falls Prevention (212) 676-2162**

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



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CORPORATION'S DESIGNATION OF OCCUPANT

Name of Corporation: _____ **Unit #:** _____

Name(s) of each individual designated to occupy unit (if children, include age(s)):

Term of Occupancy: _____

**Occupant's relationship
to the Corporation:** _____

Name & Title of Authorized Officer

Signature of Authorized Officer

Date

SMOKE DETECTOR ACKNOWLEDGEMENT FORM

Date: _____

Re: 322 West 57th Street
New York, NY 10019

Condominium Unit: _____

I/We acknowledge that an operational smoke detector has been properly installed in the above referenced unit. I/we further agree that I/we are responsible for the maintenance of the smoke detector during my/our ownership/tenancy of the unit.

Owner's Signature

Owner's Signature

Tenant's Signature

Tenant's Signature

**LEASE
FIRE SAFETY ACKNOWLEDGEMENT FORM**

I/we _____ hereby agree that I/we/
(Tenants Name)

am/are responsible for the posting and maintenance of the fire safety notice on my respective apartment entrance door. The fire safety notice must be posted on the inside surface of the apartment entrance door so that no part of the notice is lower than four feet from the floor and no higher than five and one-half feet from the floor.

I/we _____ hereby acknowledge receipt of the
(Owner's Name)

attached fire safety plan in connection with the lease of Unit _____ at the premises known as 322 West 57th Street, New York, NY 10016.

READ, AGREED AND ACCEPTED

Tenant Name (Print)

Owner's Name (Print)

Tenant Signature

Owner's Signature

Tenant Name (Print)

Owner's Name (Print)

Tenant Signature

Owner's Signature

Date: _____



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IMPORTANT BUILDING DOCUMENTS TO REVIEW

Please read these documents carefully before initialing and signing the "ACKNOWLEDGEMENT OF BUILDING POLICIES" document.

Please keep these documents for your reference and do not submit them with your application.

Documents contained herein:

- Building Rules & Regulations
- Guidelines for Moving
- Sky Club Rules & Regulations
- Welcome to the Sheffield Brochure
- The Sheffield Staff List
- "Protect your family from Lead in your home" Pamphlet

**SCHEDULE A
RULES AND REGULATIONS OF THE RESIDENTIAL SECTION**

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of the Residential Section shall not be obstructed or used for any other purpose than ingress to and egress from the Residential Section Units.
2. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed in any of the passages, public halls, vestibules, corridors, stairways or fire tower landings of the Residential Section, nor shall any fire exit thereof be obstructed in any manner. Nothing shall be hung or shaken from any doors, windows or roofs or placed upon the window sills of the Residential Section.
3. Neither occupants nor their guests shall play in the entrances, passages, public halls, elevators, vestibules, corridors, stairways or fire towers of the Residential Section.
4. No public hall or public elevator vestibule of the Residential Section shall be decorated or furnished by any Residential Section Unit Owner in any manner.
5. Each Residential Unit Owner shall keep his or her Unit and any Limited Common Elements appurtenant thereto in a good state of preservation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance.
6. No window guards or window decorations shall be used in or about any Residential Unit, unless otherwise required by law, except such as shall have been approved in writing by the Residential Board or the managing agent of the Residential Section, which approval shall not be unreasonably withheld or delayed.
7. No radio, television aerial, satellite or similar device shall be attached to or hung from the exterior of the Residential Section and no sign, notice, advertisement or illumination shall be inscribed or exposed on or at any door or window or other part of the Residential Section except such as are permitted pursuant to the Declaration or the By-Laws or shall have been approved in writing by the Residential Board or the managing agent of the Residential Section, nor shall anything be projected from any door or window of the Residential Section without similar approval.
8. No ventilator or air conditioning device shall be installed in any Residential Unit without the prior written approval of the Residential Board, which approval may be granted or refused in the sole discretion of the Residential Board.
9. All radio, television or other electrical equipment of any kind or nature installed or used in each Residential Unit shall fully comply with all rules, regulations, requirements or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction and the Residential Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Residential Unit Owner's Unit.
10. No bicycles, scooters or similar vehicles shall be allowed in any of the elevators other than the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the passages, public halls, vestibules, corridors or other public areas of the Residential Section.

11. No Residential Unit Owner shall make or permit any disturbing noises or activity in the Residential Section, or do or permit anything to be done therein, which will interfere with the rights, comfort or convenience of other Unit Owners or the tenants or occupants of the Commercial Section. No Residential Unit Owner shall play or suffer to be played any musical instrument, or practice or suffer to be practiced vocal music, or operate or permit to be operated a phonograph or radio or television set or other loud speaker in such Unit Owner's Unit between 11:00 P.M. and the following 9:00 A.M., if the same shall disturb or annoy other occupants of the Building, unless the same shall have the prior written consent of the Residential Board. No construction or repair work or other installation involving noise shall be conducted in any Residential Unit except on weekdays (not including legal holidays) and only between the hours of 9:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency or unless such work is performed by Declarant.

12. No more than (2) pets shall be permitted, kept or harbored in a Residential Unit without the same in each instance having been expressly permitted in writing by the Residential Board or the managing agent of the Residential Section and such consent, if given, shall be revocable by the Residential Board or such managing agent in their sole discretion, at any time. Dogs may not be walked on the Property and all Residential Unit Owners must clean-up after their pets. In no event shall any bird, reptile, or animal be permitted in any public elevator in the Residential Section, other than the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, or in any of the public portions of the Residential Section, unless carried or on a leash. No pigeons or other birds or animals shall be fed from the window sills or other public portions of the Residential Section or on the sidewalk or street adjacent to the Building. Each Residential Unit Owner who keeps any type of pet in his Residential Unit shall be required to indemnify and hold harmless the Condominium, all Unit Owners and the managing agent from all claims and expenses resulting from acts of such pet.

13. Messengers and tradespeople visiting in the Residential Section shall use the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, for ingress and egress, and shall not use any of the other elevators for any purpose, except that nurses, caregivers, babysitters and cleaning personnel in the employ of Residential Unit Owners or their guests or tenants may use any of the other elevators when accompanying said Unit Owners, guests or tenants. However, a guest or visitor of a Residential Unit Owner may use any of the elevators freely, if authorized by such Unit Owner.

14. All service and delivery persons will be required to use the service entrance. All packages, whenever feasible, will be required to be delivered by outside personnel to the package room in the lobby where such packages will be held for pick-up by Residential Unit Owners. Deliveries, if made, will be made from the package room to individual Residential Units only by building personnel. Such deliveries will be made only at such times as a Unit is occupied by the resident thereof or an authorized person and said resident or authorized person is willing to accept delivery. If the Residential Unit is not so occupied or delivery is declined, the package will be held in the package room until the resident or authorized person returns or requests delivery. In the case of packages containing perishable food items, service or delivery persons who are registered with building personnel will be permitted to make deliveries directly to individual Residential Units after such service or delivery persons have received approval for such delivery from the Residential Unit Owner.

15. Trunks and heavy baggage shall be taken in or out of the Residential Section by the elevators designated by the Residential Board or the managing agent of the Residential Section for that purpose, and through a designated entrance only.

16. No refuse from the Residential Units shall be sent to the below grade levels of the Building except at such times and in such manner as the Residential Board or the managing agent of the Residential Section may direct.

17. Water-closets and other water apparatus in the Residential Section and in any Common Area shall not be used for any purpose other than those for which they were designed, nor shall any sweepings, rubbish, rags or any other article be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Residential Unit shall be repaired and paid for by the Owner of such Unit.

18. No occupant of the Residential Section shall send any employee of the Residential Section or of the managing agent thereof out of the Building on any private business.

19. The agents of the Residential Board or the managing agent, and any contractor or worker authorized by the Residential Board or the managing agent of the Residential Section, may enter any room or Residential Unit at any reasonable hour of the day, on at least one day's prior written notice to the Residential Unit Owner, for the purpose of inspecting such Residential Unit for the presence of 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; however, such entry, inspection and extermination shall be done in a manner so as not to unreasonably interfere with the use of such Residential Section Unit for its permitted purposes.

20. Corridor doors shall be kept closed at all times except when in actual use for ingress or egress to and from public corridors.

21. The Residential Board or the managing agent of the Residential Section may retain a passkey to each Residential Unit that has locks. If any lock is altered or a new lock is installed, the Residential Board or the managing agent of the Residential Section shall be provided with a key thereto immediately upon such alteration or installation. If the Residential Unit Owner is not personally present to open and permit an entry to his Unit at any time when an entry therein is necessary or permissible under these Rules and Regulations or under the By-Laws and has not furnished a key to such Board or such managing agent, then the Residential Board or such managing agent or their agents (but, except in an emergency, only when specifically authorized by an officer of such Board or an officer of the managing agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if during such entry reasonable care under the circumstances is given to such Unit Owner's property).

22. No vehicle belonging to a Residential Unit Owner or to a member of the family or guest, tenant or employee of a Residential Unit Owner shall be parked in such manner as to impede or prevent ready access to any entrance to or exit from the Building by another vehicle.

23. Complaints regarding the services of the Residential Section shall be made in writing to the Residential Board or to the managing agent of the Residential Section.

24. Any consent or approval given under these Residential Rules and Regulations may be granted, refused, added to, amended or repealed, in the sole discretion of the Residential Board, at any time by resolution of the Residential Board. Further, any such consent or approval may, in the discretion of the Residential Board, be conditional in nature.

25. Except as permitted under the Declaration and By-Laws, Residential Unit Owners, their families, guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not at any time or for any reason whatsoever enter upon or attempt to enter upon the roof of the Building.

26. Residential Unit Owners, their guests, servants, employees, agents, visitors, tenants, sublessees or licensees shall not cause or permit any unusual or objectionable noise or odors to be produced upon or to emanate from their Units.

27. No Residential Unit Owner or any of his agents, servants, employees, licensees, tenants, sublessees or visitors shall at any time bring into or keep in his Unit any inflammable, combustible or explosive fluid, material, chemical or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

28. If any key or keys are entrusted by a Residential Unit Owner or by any member of his family or by his agent, servant, employee, tenant, sublessee, licensee or visitor to an employee of the Residential Board or the managing agent of the Residential Section, whether for such Unit Owner's Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Residential Board nor the managing agent of the Residential Section shall (except as provided in paragraph 21 above) be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

29. Nothing shall be done or kept in any Residential Unit or in the General or Limited Common Elements which will increase the rate of insurance of the Building or contents thereof without the prior written consent of the Condominium Board. No Residential Unit Owner shall permit anything to be done or kept in his Unit or in the General or Limited Common Elements which will result in the cancellation of insurance on the Building or which would be in violation of any law. No waste shall be committed in the General or Limited Common Elements.

30. The Boards shall have the right from time to time to relocate any portion of the Common Elements devoted to storage or service purposes.

31. No group tour or exhibition of any Residential Unit or its contents shall be conducted, nor shall any auction sale be held in any Residential Unit, without the prior consent of the Residential Board or the managing agent of the Residential Section.

32. In the event that any Residential Unit is used for home occupation purposes which are permitted by law and the by-laws, in no event shall any patients, clients or other invitees be permitted to wait in any lobby, public hallway or vestibule.

33. Unless expressly authorized by the Residential Board in each case, at least 80% of the floor area of each Residential Unit (excepting only kitchens, pantries, bathrooms and closets) must be covered with rugs, carpeting or equally effective noise-reducing material.

34. The Residential Board reserves the right to rescind, alter, waive or add, as to one or more or all occupants, any rule or regulation at any time prescribed for the Residential Section when, in the reasonable judgment of the Residential Board, the Residential Board deems it necessary or desirable for the reputation, safety, character, security, care, appearance or interests of the Residential Section, or the preservation of good order therein, or the operation or maintenance of the Residential Section, or the equipment thereof, or the comfort of Unit Owners, occupants or others in the Residential Section. No rescission, alteration, waiver or addition of

any rule or regulation in respect of one Residential Unit Owner or other occupant shall operate as a rescission, alteration or waiver in respect of any other Residential Unit Owner or other occupant.

35. No children may be left unattended in any Common Area of the Building, including but not limited to the hallways and lobby.

the sheffield

Sky Club Lounge Rules and Regulations Agreement

- Either lounge can be rented for one of two time slots – 10:00 AM to 4:00 PM or 4:00 PM to 10:00 PM.
- Both lounges cannot be rented on the same day, even if the rental times do not overlap.
- Both lounges can never be rented at the same time.
- The Sunrise (58th Floor) Lounge may be booked for an event from 10:00 AM to 4:00 PM or 4:00 PM to 10:00 PM once from Monday-Thursday and once from Friday-Sunday.
- The Sunset Lounge (57th Floor) may be rented several times throughout the week, in congruence with the above stated policy.
- The lounges cannot be rented on “blackout dates” and holidays (as prescribed in the Sky Club Rules and Regulations).
- All reservations must be made through BuildingLink.
- Reservations will not be approved until all necessary paperwork and associated rental fees are submitted and received. Confirmation of receipt by the Sky Club manager is required.
- The Sunrise Lounge and Deck, on the 58th floor can be booked for a \$1200 fee for either time slot. There will also be a \$1,000.00 security deposit, which is refundable after the lounge and deck have been cleaned and inspected confirming there are no damages. If there are damages, an itemized list will be provided to the member that booked the room and the cost for repairs will be deducted from the security deposit. Should the damage exceed \$1,000.00 the Unit Owner will be charged as additional Common Charges. All food and drink should be taken with the member when the event is over. Nothing can be stored in any area of the Sky Club.
- The Sunset Lounge and Billiards Room, on the 57th floor, can be booked for an \$800 fee for either time slot. There will also be a \$1000.00 security deposit, which is refundable after the lounge has been cleaned and inspected confirming there are no damages. Checks must be made payable to ‘322 West 57th Street Condo, Inc.’ and submitted to the Sky Club front desk. Should the member choose not to cover the billiards table during the event, the deposit fee will be \$2000.
- Residents cannot come into a lounge before their time slot and must begin setting up for their event within their reserved time. No exceptions will be made. If a delivery arrives before the reserved window, it will be turned away. Sky Club staff is not responsible for any deliveries, nor will any member of the staff sign for the deliveries.
- An owner who is renting out his/her apartment at the Sheffield does not have use of the Sky Club facilities including reserving the lounge.
- Residents must be finished with their event and have all furniture back in place with everything cleaned up including all food, drinks and decorations used during their event by the end of their time slot. The \$1000 deposit check will be deposited should guests remain 15 minutes after the scheduled reservation end-time or if the clean up and restoration requires the additional time of Sky Club staff.
- If Resident rents equipment from an outside supplier, the delivery cannot be stored in the lounge before the reservation time. If equipment arrives before start time, resident can look into options such as storing in one's apartment or leaving at Service Entrance but must make arrangements prior. The Resident can then bring equipment up at the start of their time slot. At the end of the event, the rental equipment must be picked up or brought down to the Service Entrance. No equipment or any other outside furniture or belongings can be stored in the lounge or Sky Club before or after the approved reservation time.

- It is the member's responsibility to inform the Sky Cub staff that they are finishing up the party; however, the hired Sky Club staff member will appear and gently remind the member of the party's upcoming end time 10 minutes prior to scheduled reservation end time.
- All decorations used in the lounge must be pre-approved with a Sky Club Manager before the start of the event. Decorations cannot be attached to the walls (wall paper or wood), ceiling, window dressings, light fixtures, light shades or outside of the lounge in any way. Tape cannot be used at any time. Candles (with the exception of LED candles) are prohibited.
- If an event in either lounge is a children's party, there must be at least 2 adults present at all times during the event.
- Live bands and DJs are not allowed in either lounge.
- Music must be kept to an acceptable level considering that there are apartments next to and below the lounges. The Sky Club staff will determine an appropriate volume.
- The number of people allowed in either lounge cannot exceed the maximum allowed by law: Sunset Lounge on the 57th floor – 48 people, Sunrise lounge on the 58th floor – 37 inside and 10 on the outside decks.
- A guest list must be provided to the Sky Club staff upon reservation.
- Before each event, a Sky Club staff member will perform a pre-event inspection. At the end of each event, the employee will perform a post-event inspection, making note of any damage to the room. Both the Resident and the Sky Club employee should sign these inspection sheets. Any costs associated with damage repairs will be deducted from the security deposit. If damages exceed the security deposit the additional amount will be added to the monthly maintenance statement for the Resident's apartment.
- Lounge Reservation Cancellation Policy- Should you need to cancel your reservation, you are required to provide building management with written notice. Cancellation of an event at either the Sunset or Sunrise Lounge is subject to the following fees: \$0 if made 14 days or more prior to the event date; 50% of the rental fee if cancelled between 7-13 days prior to the event date; and 100% of the rental fee if cancelled fewer than 7 days prior to the event.
- The space that is being rented is the lounge only. Guests of the party are not allowed in any other part of the Sky Club.
- The Billiards table cannot be moved.
- Furniture cannot be moved out of the lounge at any time. Tables and chairs are available subject to prior reservation and availability.

I have read and I understand the Sky Club Rules and Regulations and agree to follow them as set forth.

Resident Signature _____ Date _____

Manager _____ Date _____

Party Date _____ Party Time _____

the sheffield SKY CLUB RULES AND REGULATIONS

These Sky Club Rules and Regulations provide more detail as to the Sky Club Policies. All Members and their Guests must comply with all Sky Club Policies, Rules and Regulations.

Location & Hours of Operation

The Sheffield Sky Club is located on the 57th, 58th and 59th floors of The Sheffield at 322 West 57th Street. The Sky Club includes the following areas, categorized by building floor, with their corresponding hours of operation:

57th Floor

- **Sunset Lounge:** 6:00 AM to 12:00 AM Monday through Friday
7:00 AM to 12:00 AM Saturday and Sunday
- **Fitness Center:** 6:00 AM to 12:00 AM Monday through Friday
7:00 AM to 12:00 AM Saturday and Sunday
Guests are not permitted to enter the Fitness Center after 10PM.
- **Children's Playroom:** 6:00 AM to 10:00 PM Monday through Friday;
7:00 AM to 10:00 PM Saturday and Sunday

58th Floor

- **Exercise Studio:** 6:00 AM to 12:00 AM Monday through Friday;
7:00 AM to 12:00 AM Saturday and Sunday
- **Pool and Pool Deck** 6:00 AM to 10:00 PM Monday through Friday;
7:00 AM to 10:00 PM Saturday and Sunday
- **Locker Rooms and Sauna and Steam Rooms:**
6:00 AM to 12:00 AM Monday through Friday;
7:00 AM to 12:00 AM Saturday and Sunday
(Locker rooms must be vacated by 12:00 AM sharp each night)
- **Spa Treatment Rooms (2):** by appointment only
- **Sunrise Lounge and Terrace:**
6:00 AM to 12:00 AM Monday through Friday
7:00 AM to 12:00 AM Saturday and Sunday
- **All Surrounding Decks:** same as for Sunrise Lounge

59th Floor

- **Barbeque Grill Deck:** 6:00 AM to 12:00 AM Monday through Friday;
7:00 AM to 12:00 AM Saturday and Sunday
- **West-Facing Rooftop Sun Deck and All Surrounding Decks:** Same as Barbeque Grill Deck

Holidays/Revised Hours (Blackout Dates): The Sky Club will operate on abbreviated hours

Entry to the Sky Club

1. Access to the Sky Club is via the main entrance on the 57th Floor by use of a key fob, which Members must have in their possession at all times. Sky Club staff are not required to allow anyone entry without a key fob.

2. When entering the Sky Club, one must pass the key fob in front of the black wall plate to the right of the glass entry door. This action provides the Sky Club attendant with a photograph of the Member and confirms the Member's eligibility to enter.
3. Key fobs (ONE PER RESIDENT WHO ARE MEMBERS OF CLUB) are available from the Sky Club staff at a cost of \$20 each, payable by check or money order payable to: "322 West 57th Street Condo, Inc."
4. Unit Owners' Tenants (listed on BuildingLink) can purchase additional key fobs at a cost of \$20 each via check made payable to 322 West 57th Street Condominium.
5. Members under the age of 16 do not need a key fob but must be accompanied by an adult 18 years or older. The adult must remain with the minor at all times.
6. Membership to the Sky Club is not transferable.

Guests

Sponsor Unit Tenants' Registration Procedure: According to the Sponsor's Club Membership Agreement, "Club Members or Occupants may have Guests. All Members are required to register their Guests and pay a Guest fee (\$15.00 per person/per day) prior to admission and usage of the Sky Club. The Guest Fee is for use of the entire Sky Club. However, only RESIDENT Members are permitted to rent out or reserve the party lounges. Member is responsible for each Guest's conduct. Management reserves the right at any time to limit the number of Guests. Guest fee payments are made payable by personal check, by the Member, to 322 West 57th Street Condominium. No Guest reservations will be allowed. Please see the Sky Club staff to register your Guest(s)."

Accompanied Guests

1. Members must always accompany their Guest(s) into the Sky Club to sign them in. Guests under the age of 16 must remain with the Member.
2. Children over the age of 6 months are counted as a guest.
3. Any Guest entering the Sky Club must have a signed Sky Club waiver on file with the Sky Club.

Registering Guests -- Unaccompanied Guests

1. If a Member has Guests staying with him/her at the Sheffield for a number of consecutive days, the houseguest may be registered and provided use of the Sky Club without being accompanied by the Member upon each visit. **The Member must register Guests by doing the following:** accompanying the Guest upon his/her initial visit, signing the waivers (both the Guest and Members must do this). The Guest will then be put on the registered Guest list for the designated amount of time or a **maximum of two (2) weeks**.
2. The Member does not have to sign the Guest in each additional day after the first day up to a maximum of fourteen (14) consecutive days, nor will the Guest(s) receive a key fob.
3. If Guests will be visiting on and off over time, the Member must sign Guests in or inform the Sky Club manager via email that the Guest will be using the facility. The Guest will not be required to sign the waiver again.
4. Written consent from a Member is acceptable only for Guests who have gone through the initial registration process with the Member present.

General Rules of Conduct – in addition to the Sky Club Policies

1. Members are responsible for the behavior and actions of their Guests.
2. Members and their Guests shall not participate in inappropriate or offensive behavior in any area of the Sky Club.
3. **Smoking is not permitted in the Sky Club or any common area of the building.**
 - a. For any violation of this rule, the Residential Board of Managers may impose a fine on any Member or Member's Guest.
 - b. Such fine may not exceed \$250.00 for the first offense and shall not exceed \$500.00 for the second or any subsequent violation of this rule by the Member or Member's Guest.
 - c. In addition to any fines imposed on the Member, if three or more violations of this rule are committed by a Unit Owner's Tenant or that Tenant's Guest, it shall be grounds for eviction of the Unit Owner's Tenant.
4. Pets are not allowed in the Sky Club.
5. Carriages and carts are not permitted anywhere other than directly outside of the Children's Playroom.
6. Bicycles, scooters, tricycles and other such sports equipment for any age are not permitted in the Sky Club.
7. Plastic bottles of water or energy drinks only may be brought into the Fitness Center.
8. Music is allowed in the Sky Club only when headphones are used.

9. **Towels** are available at the Sky Club desk for use only in the Sky Club and **must not be removed** from the Sky Club. **Deposit used towels** in the proper container by the receptionist desk or in other designated receptacles throughout the Sky Club.
10. Anyone who damages or vandalizes any property of the Sky Club will be responsible for the repair or replacement of the damaged property.
11. The Sky Club staff, NFC Fitness, the Condominium Association and its Residential Board of Managers will not be responsible for the loss, damage or theft of any personal property brought into the facility by the Member or his/her Guest. A Lost and Found is available at the front desk of the Sky Club.
12. **Use of outside personal trainers:**
 - a. Members who wish to train with an outside personal trainer may do so after registering the trainer with the Sky Club. This registration of the personal trainer includes providing evidence of insurance and other professional certification as approved by NFC.
 - b. The personal trainer will be permitted access into only the Fitness Center and Exercise Studio, and the personal trainer must work directly with the Member and not on other equipment separate from the Member. The trainer must always be accompanied by the Member.
 - c. Once the Member finishes his/her training session, the personal trainer must leave the Sky Club.
13. All equipment in the Sky Club, including fitness equipment, is used at the user's own risk.
14. People may not leave any personal possessions in the Sky Club for storage.

Rules for Specific Areas of the Sky Club – Note the Maximum Capacity for Each

Fitness Center (Maximum Capacity: 35)

1. Children under 16 are not permitted to use the Fitness Center equipment, nor are they permitted to accompany an adult while the adult is using the Fitness Center.
2. Members must familiarize themselves with the Fitness Center equipment prior to its use.
3. If there are persons waiting, a time limit of 30 minutes applies to all cardio equipment.
4. Each Member must clean equipment after use.
5. Free weights and other equipment must be returned to the storage racks after use.
6. **WEIGHTS OR HEAVY BALLS MUST NOT BE CARELESSLY THROWN ON FLOOR AS RESIDENT HOMES ARE BELOW.**
7. Appropriate workout attire must be worn in the Fitness Center at all times. Bathing suits, sandals, robes, slippers, etc. are not appropriate attire for the Fitness Center.
8. Personal belongings must be kept with the Member at all times while in the Fitness Center so as to avoid cluttering of the space as well as out of consideration to other Members.

Exercise Studio (Maximum Capacity: 16)

1. Children under 16 are not permitted in the Exercise Studio, nor are they permitted to accompany an adult unless attending a class, geared towards younger ages or if under the supervision of Sky Club staff or personal trainer. The one exception is for the use of the ping pong table.
2. The Exercise Studio is open during regular Sky Club hours for stretching, warming up, speed bag use and heavy bag use, etc. Hanging on the heavy bag and kicking it is prohibited.
3. This room may not be rented for an event or reserved for personal use unless approved by the Board.

Pool and Pool Deck (Pool Maximum Capacity: 45; Pool Deck Maximum Capacity: 8)

1. **NO ONE IS PERMITTED IN THE POOL WHILE THE LIFEGUARD IS NOT ON DUTY.**
2. **GLASSWARE OF ANY KIND IS STRICTLY PROHIBITED IN THE POOL AREA AND POOL DECK.**
3. There are four daily lifeguard breaks which are scheduled during the following times:

| | |
|---------------------------|---|
| <u>Monday – Friday:</u> | 8:15-8:30AM 2:00-2:30PM 8:00-8:15PM |
| <u>Saturday – Sunday:</u> | 10:30-11:00AM 6:00-6:30PM |

4. Lifeguards may take bathroom breaks as needed.
5. All persons using the pool do so at their own risk.
6. Everyone must rinse off under the shower each time before entering the pool.

7. Bathing suits are required.
8. All persons with hair that is shoulder-length or longer should have hair tied up securely or wear a swim cap.
9. Jumping and diving into the pool, including diving off the shoulders, are prohibited.
10. All running, jumping, wrestling, yelling, and horseplay are prohibited on pool decks.
11. Anyone whose behavior is deemed inappropriate or presents a danger to him/herself or others by the lifeguard and/or the Sky Club staff will be asked to leave.
12. Children under the age of 16 must be accompanied by an adult when in the pool area.
13. The Sky Club Staff may not be asked to watch children and will not be responsible for children.
14. Children who are not toilet trained must wear diaper cover (i.e. Swim Diapers) to prevent leakage in the pool.
15. Only flotation devices issued by the Sky Club Personnel may be used in the pool or those deemed acceptable and hygienic at the discretion of the Sky Club staff and the lifeguard.
16. Persons with inflamed eyes, nasal or ear discharges, boils, open sores, bandaged wounds, or other evident skin or bodily infections are not permitted in the pool or locker room facilities. Should Sky Club staff witness a Member using the facility in an unhygienic manner, the manager will remove the person from the pool and/or locker room facilities.
17. Urinating, defecating, or blowing one's nose in the pool is prohibited. Anyone who has defecated or vomited in the pool must notify the lifeguard immediately.
18. Alcoholic beverages are strictly prohibited in the pool area and pool deck. Abuse of this rule can lead to suspension of Sky Club rights at the discretion of the Sky Club manager in accordance with Sheffield management.
19. NO GLASS BOTTLES AT ANY TIME IN POOL OR DECK AREA.
20. Changing clothes is permitted only in the locker rooms.

Sauna and Steam Rooms

1. All persons must be 18 years of age or older to use the Sauna or Steam Room.
2. Sauna and steam room use is at one's own risk.
3. Members and their Guests with the following conditions are advised not to use the sauna or steam room: low or high blood pressure, cardiac irregularities, respiratory problems and pregnancy. Consulting a physician before use is recommended for all individuals.
4. It is recommended that Members limit themselves to a maximum of 10 minutes.
5. It is recommended that Members allow at least 5 minutes after exercising to cool down before entering the steam or sauna room.
6. Pouring water on the sauna heater or tampering with any sensors or mechanism in either unit is strictly prohibited.
7. Persons with inflamed eyes, nasal or ear discharges, boils, open sores, or other evident skin or bodily infections are not permitted in the sauna or steam room.
8. After using the sauna or steam room, a shower is required before entering the pool.
9. No food or drink is allowed inside these rooms.
10. Eucalyptus spray is permitted only in the steam room.
11. No newspapers, magazines, or paper products are permitted in steam or sauna room.
12. To preserve the wood and to maintain a clean environment, Members are required to sit on a towel or wear clothes to protect wood from perspiration.
13. Shoes, sneakers, sandals or slippers used outside may not be worn in the sauna or steam room.
14. It is prohibited to hang bathing suits, towels, or any flammable material over the sauna heater.
15. It is suggested that one remove all jewelry before entering the sauna or steam room.
16. It is recommended that plenty of water be consumed before entering the sauna or steam room.
17. It is requested that Members allow themselves at least 5 minutes after exiting the sauna or steam room and before proceeding throughout the Sky Club.

Locker Rooms

1. **NO CHILDREN OR ADULTS OF THE OPPOSITE SEX ARE PERMITTED IN THE LOCKER ROOMS. Four bathrooms and one changing room on the 57th floor are available as alternatives (one in the playroom and three outside of the Fitness Center).**
2. All Members and Guests must clean up after themselves, placing towels in the designated bin.
3. Members and Guests are responsible for all personal belongings in the Sky Club.
4. Members and Guests may use lockers only while they are using the Sky Club.

5. Lockers have a built in combination lock. To use:

- Open locker door
- Place belongings in locker
- Program lock by punching in a 3 digit number
- Close door
- Shuffle the digits to ensure nobody can open it
- When locker door is opened using the 3-digit code, it automatically goes back to “open mode” and will remain unlocked until reset with another 3-digit code number
- Any lockers not vacated at the end of each day will be emptied by Sky Club staff and placed in the lost and found compartment/department.

Children's Playroom (Maximum Capacity: 10)

1. No adults are allowed in the Children's Playroom without a child under the age of 11.
2. Children must always be accompanied by a person 16 years of age or older.
3. Children cannot be left alone at any time.
4. After use, books and toys should be placed back in their proper location on the designated shelves.
5. Changing diapers is not permitted in the playroom. A diaper-changing table is provided in the restroom.
6. In the interest of hygiene, all persons entering the Children's Playroom must remove their shoes and wear socks throughout their stay.

Nannies and Caretakers

1. The Children's Room has a capacity of **10 people**. Nannies/caretakers, parents, and all other adults are expected to abide and respect this rule.
2. Nannies are permitted to enter the Children's Playroom as a representative of the Member.
3. Members must register their nannies by accompanying the nanny upon his/her first visit to the Sky Club. **The Member will have to sign a waiver assuming complete liability for the nanny and their children.**
4. The nanny will be granted access to the Sky Club as the guardian of the child/children.
5. Nannies are not permitted in the Sky Club without the child/children.
6. Nannies can receive a key fob for the additional fee of \$20. The Member has to be present to obtain a key fob for the nanny.
7. Nannies are required to sign in upon each visit.
8. All individuals entering the Children's Playroom must abide by the playroom rules posted on the wall.
9. Nannies of non-Members' children are not permitted into the Children's Playroom.

Rooftop Barbeque Grill Deck (Maximum Capacity: 30)

1. Use of the rooftop barbecue grill is on a first-come, first-served basis.
2. The Member is responsible for cleaning the barbecue and the outdoor kitchen area when finished. The Sky Club provides necessary cleaning materials.
3. All food must be removed from the barbecue, refrigerator, and the outdoor kitchen area upon exiting.
4. The barbecue and deck are not available for private rental.

Lounges -- General Rules and Regulations

1. The Sky Club has two lounges (Sunrise on 58th floor and Sunset on the 57th floor) that are available to relax, read, watch television, or to listen to music via headphones.
2. No one under the age of 16 will be allowed in the lounges unless accompanied by an adult (another Member 16 years or older).
3. Anyone playing billiards will be responsible for damage to the billiard table, including felting, cues, balls and the table itself. There will be a 30-minute time limit for billiards play or watching specific television channels if someone else is waiting.
4. If a Member is waiting to play billiards or to watch a specific television channel, he/she should make it known to the Member present beforehand.
5. The television and radio system should not be turned up to a level that is considered loud or disruptive to others in or around the lounge.
6. Lounge chairs may not be removed from one deck to another.

Sunrise Lounge and Terraces (58th Floor) (Lounge Maximum Capacity – 37; (Terrace Maximum Capacity: 10)

1. Members are limited to renting the Sunrise Lounge (and Terraces) the following number of events per week:
 - a. Winter Schedule: The Sunrise Lounge may be rented for a maximum of two events in one week: one event from Monday-Thursday and one event from Friday-Sunday.
 - b. Summer Schedule (Memorial Day Weekend to Sept. 30): The Sunrise Lounge may be rented for a maximum of one event per week: Monday-Friday only.
2. For rental purposes, an “event” can be rented for one of two time periods:
 - a. from 10:00 AM to 4:00 PM or
 - b. from 4:00 PM to 10:00 pm.
3. The Sunrise Lounge may never be rented at the same time or on the same day as the Sunset Lounge.
4. The Sunrise Lounge may not be rented during holidays as these are days when the Sky Club has limited hours of operation.
5. For groups of 11 or more Guests, a reservation and rental are required. Multiple Members cannot combine Guest allowances to exceed 11 people.
6. The three terraces surrounding the Sunrise Lounge are included as part of the Sunrise Lounge rental. The terraces will be reserved for the exclusive use of an event and will not be available to other Members or Guests during that time. Members are welcome to use the recreational spaces on the 57th and 59th floor in the event the lounge and its surrounding terraces are booked.
7. The fee for a 6-hour rental period of the lounge is \$1200 inclusive of cleanup. Those renting this Lounge are expected to leave the space in the manner in which it was received with the exception of vacuum needs and counter top cleaning. These areas are included in the rental fee and as part of the “cleanup” referred to above.
8. There is a \$1000 security deposit, which is refundable after the lounge and terrace have been cleaned and inspected, confirming there is no damage.
9. Should Members and Guests remain 15 minutes past scheduled reservation end time, and if final inspection is not completed by this time, the Member will be charged an additional fee of \$100/hour. This will be at the discretion of the Sky Club or Sheffield management.
10. If any damage is incurred during the event, an itemized list will be provided to the Member who booked the room, and the cost for repairs will be deducted from the security deposit. Should the damage exceed \$1000, the applicable charges will be charged to the Member’s common charges.
11. All lounge reservations must be requested through BuildingLink or directly with the Sky Club staff. Once the reservation is requested and in the BuildingLink calendar, a Sky Club manager will contact the Member to discuss reservation details.
12. **Reservations are considered approved and confirmed only after the receipt of all required payment and forms are confirmed and will be indicated in the BuildingLink calendar.**
13. Member must supply Sky Club staff with a list of all invited Guests 24 hours prior to reservation start time to distribute to door staff and to have onsite to maintain capacity due to strict New York City fire codes.
14. A Sky Club staff member assigned to the event will do a formal “walk through” with the Member before and after the event to assess damage.
15. Members are required to arrive 15 minutes before the event begins.
16. The Member and the Sky Club staff representative will sign the sheet, which signifies the agreement of the conditions before and after the event.
17. All rentals and other event-related deliveries must be coordinated with the Sky Club and Sheffield management.
18. Member must remove all food and drink upon conclusion of the event.
19. Storage of food, drink, or any other personal items is not permitted.
20. Owners who do not reside at the Sheffield and whose apartments are occupied by Unit Owners’ Tenants are not permitted to rent the lounge.

Sunset Lounge (Maximum Capacity: 48)

1. Members can rent the Sunset Lounge anytime throughout the week for one (1) event per day unless the Sunrise Lounge is booked on that day. The Sunset Lounge may never be booked at the same time or on the same day as the Sunrise Lounge.
2. The Sunset Lounge may be booked for an event either (a) from 10:00 AM to 4:00 PM or (b) 4:00 PM to 10:00 PM.
3. The Sunset Lounge may not be rented during holidays.

4. The rental fee is \$800 inclusive of clean up plus a \$1000 refundable security deposit upon inspection of the lounge pre and post event.
5. Those renting this Lounge are expected to leave the space in the manner in which it was received, with the exception of vacuum needs and counter top cleaning. These areas are included in the rental fee and as part of the "cleanup" referred to above.
6. If any damage is incurred during the event, an itemized list will be provided to the Member who booked the room, and the cost for repairs will be deducted from the security deposit. Should the damage exceed \$1000, the applicable charges will be charged to the Member's common charges by the building.
7. Should Members and Guests remain 15 minutes past scheduled reservation end time, and if final inspection is not completed by this time, the Member risks being charged an additional fee of \$100/hour. This will be at the discretion of the Sky Club management and the Board.
8. When renting the Sunset Lounge, you have the option of covering the billiards table. Should the Member choose not to cover the billiards table during the event, the deposit fee will be \$2000. The deposit fee will be refunded upon completion of a formal walkthrough and if no damage is found.
9. A Sky Club staff member assigned to the event will do a formal "walk through" with the Members before and after the event to assess damage.
10. Members are required to arrive 15 minutes before the event begins.
11. The Member and the Sky Club staff representative will sign the sheet, which signifies the agreement of the condition before and after.
12. All rentals and other event-related deliveries must occur within the reservation time slot. Storage beforehand is not permitted.
13. All lounge reservations must be requested through BuildingLink or directly with Sky Club staff. Once the reservation is requested and in the calendar, a Sky Club manager will contact the Member to discuss reservation details.
14. Reservations are considered approved and confirmed only after the receipt of all required payment and forms is confirmed and will be indicated in the BuildingLink calendar.
15. Member must supply Sky Club staff with a list of all invited Guests 24 hours prior to reservation start time to distribute to door staff and have onsite to maintain capacity due to strict New York City fire codes.
16. Member must remove all food and drink upon conclusion of the event.
17. Owners who do not reside at the Sheffield and whose Units are occupied by Unit Owners' Tenants are not permitted to rent the lounge.
18. The television and radio system should not be turned up to a level that is considered loud or disruptive to other Members in or around the lounge. Due to the lounge hours (open 24 hours a day), Members and their Guests are responsible for being considerate and respectful of neighbors during all hours, especially those during which the Sky Club is unstaffed.

Lounge Cancellation Policy

Cancellation of an event at either the Sunset or Sunrise Lounge is subject to the following fees:

- \$0 if made 14 days or more prior to the event date;
- 50% of the rental fee if made no more than 7 days prior to the event date; and
- 100% of the rental fee if canceled fewer than 7 days prior to the event date.

GUIDELINES FOR MOVING & DELIVERIES

322 West 57th Street Condominium

**322 West 57th Street
New York, NY 10019
Phone (212) 581-8973
Fax (212) 245-5881**

All residents **must** provide notice to the management office to schedule moves and deliveries at least seven (7) business days in advance. Please contact Kokona Sclavos, Asst. Property Manager, by email at KSclavos@akam.com or by phone at **212-581-8973 x3** to coordinate your move and/or delivery. Upon scheduling, please provide the moving/delivery company's phone number. An insurance certificate must also be furnished by the move/delivery date, by the move/delivery company.

Move-In/Move-Out's – are only permitted as follows:

- Monday through Friday: 9:00 A.M. to 5:00 P.M. Sharp
 - Saturday: 9:00 A.M. to 1:00 P.M. (Based on Availability)
 - **Sunday & Holidays: No moves are permitted**
- Unit Owners/Tenants must provide Kokona Sclavos of the Management Office with a certified check or money order (**no cash**) in the amount of **\$500.00** representing a (**non-refundable**) move in/move out processing fee payable to: **322 West 57th Street Condominium**
- Unit Owners/Tenants who do NOT provide a Certificate of Insurance must provide the Management Office with a certified check or money order in the amount of \$500.00 representing a (**refundable**) security deposit check payable to: **322 West 57th Street Condominium**
- The moving company must furnish a Certificate of Insurance with a **minimum of \$1,000,000 of liability insurance per occurrence and evidence of Workman's Compensation providing for the statutory limits.**
- The moving company must provide and use **Masonite** from the service elevator landing to the unit door, to protect the hallway floors.

Large Store Deliveries - (i.e. furniture & appliances) may be scheduled during the following hours:

- Monday through Friday: 9:00 A.M. to 5:00 P.M. Sharp
 - Saturday: 9:00 A.M. to 1:00 P.M. (Based on Availability)
 - **Sunday & Holidays: No moves are permitted**
- The delivery company must furnish a Certificate of Insurance with a **minimum of \$1,000,000 of liability insurance per occurrence and evidence of Workman's Compensation providing for the statutory limits.**
- The delivery company must provide and use **Masonite** from the service elevator landing to the unit door, to protect the hallway floors.

LIABILITY/AUTOMOTIVE/UMBRELLA INSURANCE CERTIFICATES SHOULD BE WRITTEN AS FOLLOWS:

Listed as the Certificate Holder:

(Insert Unit Owner's Name)

322 W. 57th Street, Apt. ____ (Insert Unit #)
New York, NY 10019

Listed as Additionally Insured

- 1) 322 West 57th Street Condominium, 322 West 57th Street, New York, NY 10019;
- 2) AKAM Associates, Inc., 260 Madison Avenue, 12th Fl., New York, NY 10016;
- 3) UT Borrower, LLC.
- 4) 434 Holding II C/O Rose Associates, Inc., 200 Madison Avenue, 5th Fl. New York, NY 10016
- 5) (Insert Unit Owner's Name), Unit.____, 322 West 57th Street, New York, NY 10019.

WORKMAN'S COMPENSATION CERTIFICATES SHOULD BE WRITTEN AS FOLLOWS:

Certificate Holder:

(Insert Unit Owner's Name)

322 West 57th Street, Unit# ____ (Insert Unit: #)
New York, NY 10019

Revised 11.14

SKY CLUB POLICIES

Guest Policy

In order to optimize the use and enjoyment of The Sky Club amenities for its members and their accompanied guests, the following policies will take effect immediately. In addition to the current Summer Guest Policy, which permits each household four (4) guests from Monday through Thursday and two (2) guests from Friday through Sunday, residents will have the option of hosting additional guests in The Sky Club. Guest privileges will vary by ownership percentage and will grant guests the right to use the amenities, subject to the discretion of Management, the Rules and Regulations of the Sky Club and those of the Condominium.

- To accommodate occasional extra guests, residents will be eligible to receive a specific number of guest passes, in accordance with the size of their unit (Studios-5, One BR-10, Two BR-15, Three BR-20 and 4BR-25). Guest Passes will be distributed to residents on ____, 2014. Residents will be able to retrieve the passes from the Concierge Desk.
- Residents will be required to escort their guests to the Sky Club and provide the guest pass to the front desk person. Each Guest Pass is used on a one-time basis.
- Children over the age of 6 months are counted as a guest.
- Residents and their guests will be required to sign a waiver for every entry into the club.
- Each area of the club has maximum occupancy limits that are governed by City Codes. Once an area is filled to capacity, no one will be permitted to enter that area until space becomes available.
- We ask all residents and their guests to please be considerate of the comfort, privacy and safety of all guests and residents.
- No louds music, radios, cell phones and any other personal belongings that may be invasive of other's space.
- Please discard any garbage and/or food or drink containers in the waste receptacles.
- Absolutely no items of any kind may be placed on building ledges where wind could blow them off.
- No running, jumping, splashing or playing in the pool or amenity areas.
- Please shower before entering the pool and each time after you apply sun lotion.
- The towels are the property of The Sheffield. As a guest, it is your responsibility to return all towels to the designated bins before exiting The Sky Club.

Pool and Surrounding Decks

- Pool users must abide by all posted rules and lifeguard directives. Failure to do so can result in ejection from the facility.
- No one is permitted in the pool unless the Lifeguard is on duty.
- Absolutely no glass containers are allowed in the pool or pool deck.
- Residents and/or guests 16 years of age or under must be accompanied by their parent/legal guardian (who must remain onsite) while using the pool and/or pool deck. In addition, no more than three children may be under the supervision of one adult.
- Bathing suit cover-ups are required in the Sky Club with the exception of the pool area and sundecks.
- All changing of clothes must be done in the Locker Rooms. No one is permitted to change clothes on the pool deck.
- Residents must wear flip flops or 'water shoes' when exiting the pool deck area.
- Pool chairs shall not be reserved or left unattended for more than 15 minutes, unless the person is in the pool or in the pool area.

Sunrise Lounge Rental (58th Floor)

The renting of the Sunrise Lounge will be limited to one rental from Monday through Friday effective July 1, 2014 through September 1, 2014. Residents will not have the option to rent the room on Saturdays or Sundays so that the lounge remains open to all residents' for their quiet enjoyment. Any reservations that were approved prior to the change will be honored. Please check the calendar on Buildinglink for availability details.

akam[®]

Associates, Inc.

1983-2013

Celebrating 30 years of
exceptional management
service to New York's
co-op, condo, and
condop community

Exceptional Management
Impeccable Reputation

Welcome to **The Sheffield**

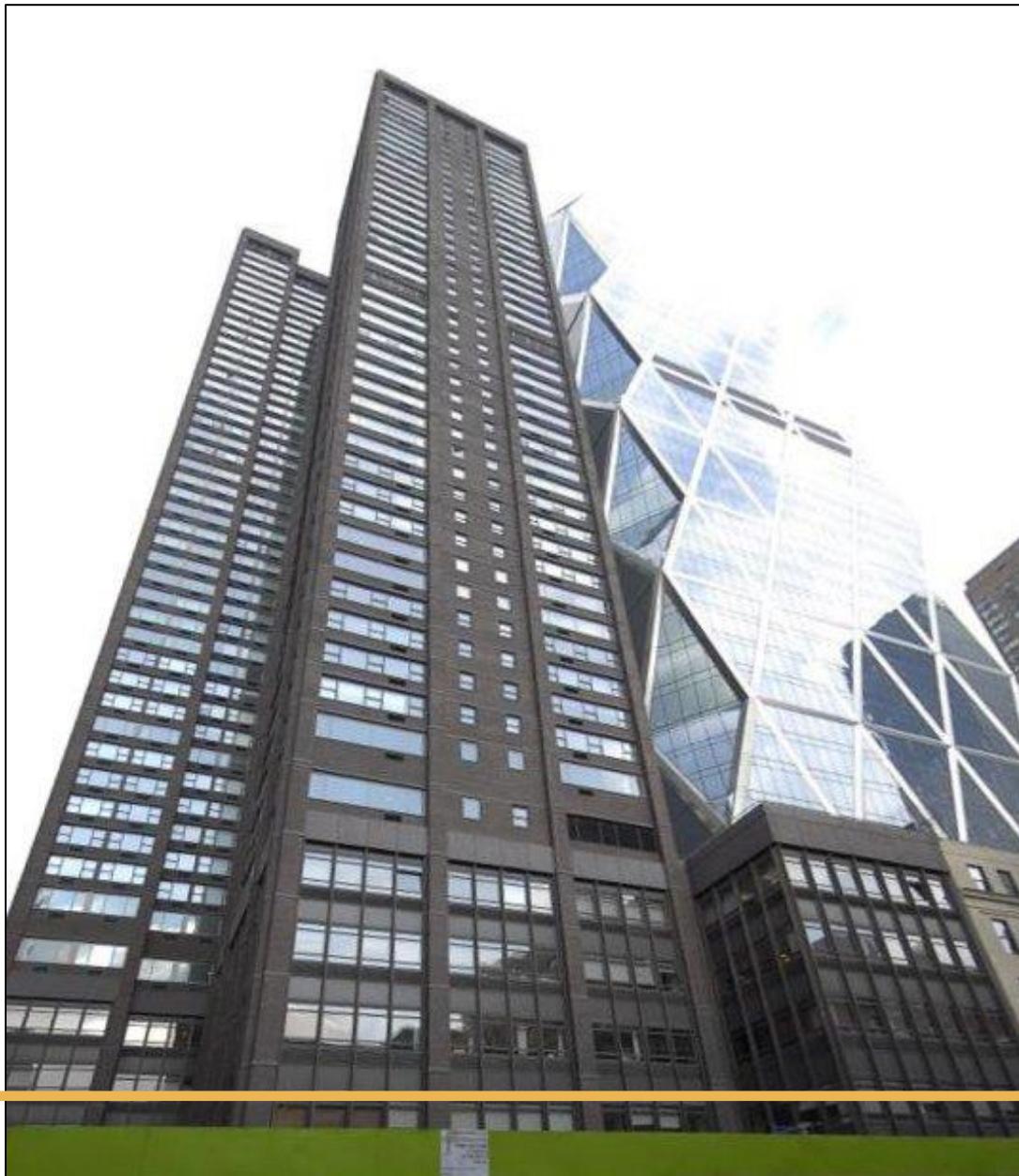


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1. Welcome to Your New Home
2. Management & Emergency Contact Information
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12. Neighborhood Information

Welcome to Your New Home

AKAM Associates, Inc. welcomes you to The Sheffield!

This document provides important and helpful information about living in The Sheffield. Please keep this document in a safe place and refer to it often when you have questions regarding contact information, procedures, policies, and protocol.

The Sheffield is managed by AKAM Associates, Inc. AKAM is the full-service professional resident management company entrusted with managing the day-to-day and long-term affairs of this property.

Edward Johnson is the AKAM agent who manages this building. For the fastest response, all communication regarding your residency in this property should be directed to him in writing.

On the next page, you will find a full list of management, in-house, service, and emergency contact information for your easy reference. Subsequent pages contain the House Rules and Guidelines that govern residency in The Sheffield, and helpful information about living here.

AKAM welcomes you again to The Sheffield, and pledges to provide our best service to you and your fellow unit owners for as long as you live here.

Sincerely,

Your Management Team

Management & Emergency Contact Information

MANAGEMENT:

AKAM Associates, Inc.
Main Office
260 Madison Avenue – Floor 12
New York, New York 10016

| | | |
|--|--------------|-------------------|
| Edward Johnson, Management Executive | 212-581-8973 | ejohnson@akam.com |
| Kokona Sclavos, Asst. Management Executive | 212-581-8973 | ksclavos@akam.com |
| Michal Gatenio, Transfer Agent | 212-271-0320 | mgatenio@akam.com |
| Main Office (<i>Business Hours</i>) | 212-986-0001 | |
| AKAM Emergency Line | 212-986-0001 | |

IN-HOUSE AND SERVICES CONTACT INFORMATION:

| | | |
|---------------------------------------|--------------|----------------------|
| Superintendent Liam Birmingham | 212-581-8973 | lbermingham@akam.com |
| Asst. Superintendent Aiden O'Sullivan | 212-581-8973 | aosullivan@akam.com |
| Lobby Desk | 212-581-8973 | sheffield@akam.com |

EMERGENCY CONTACT INFORMATION:

| | |
|---|--------------|
| AKAM Emergency Line | 212-986-0001 |
| Midtown North Police Precinct 306 West 54 th Street New York, New York 10019 | 212-767-8400 |

***In the event of a life-threatening emergency, please call 911!**

Rules and Guidelines

About This Document

This document contains Rules and Regulations for The Sheffield. Violation of any of these rules and guidelines by any unit owner or resident shall constitute a violation of the Occupancy Agreement and/or By Laws of this Condominium, and shall entitle the Condominium to invoke its remedies under the Occupancy Agreement and/or By Laws at the cost and expense of the shareholder.

These rules and guidelines may be modified, amended, and/or supplemented by the Board of Managers with or without notice. If you are in doubt or have questions about anything contained in this document, contact your AKAM Management Executive.

About The Sheffield

The Sheffield is a condominium building first constructed in 1978 and converted in 2009. The building contains over 580 residential units. Both the residential and fiscal operations of the condominium are overseen by a nine member Residential Board of Managers, which, with the help of professional management, legal counsel, and corporate accountant, bears fiduciary responsibility for the management of the condominium's affairs. The Board is elected at the Condominium's Annual Meeting, which is held in the winter months. The following individuals comprise the Corporation's Board of Managers and/or serve as Chair of the following committees:

| Name | Title |
|-------------------|----------------|
| Kathy Gaffney | President |
| Ronnie Eldridge | Vice President |
| Taylor Hanex | Secretary |
| Arthur Warady | Treasurer |
| Frank Carucci | Board Member |
| Robert Barasciano | Board Member |
| Joel Ehrlich | Board Member |
| Leslie Morioka | Board Member |

Financial Information

Common Charges Payments

Common charges are due on the first of the month. Payments are considered late if not received by the 10th of the month. Late Payments are subject to the greater amount of either a \$150 fine or 1% late fee, and interest on the unpaid amount at the rate of 1.5% per month. The common charge is based on floor space, subject to the location of such space and the additional factors of relative value to other space in the Condominium, the uniqueness of the Unit, the availability of common elements for exclusive or shared use and the overall dimensions of the particular Unit.

Resale, Refinance and Sublet

Unit owners planning to sell, refinance, or sublet their apartment must receive Board approval. Contact the Management Office for information, and to obtain the appropriate package, at least two months before the proposed transaction. Any shareholder who sublets without Board approval is subject to having the lease or sale voiced by the Residential Board, the purported tenant or owner evicted, and the unit owner responsible for all fees and expenses including attorneys' fees and disbursements.

Home Owners Insurance

Every unit owner and tenant is required to have insurance for his or her apartment. Many insurance companies offer policies specific to unit owners or renters. Please make sure that you get a policy which has coverage for both personal property and liability that meets the minimum requirements enforced by The Sheffield's building policy.

Financial Statements and Annual Meeting

The Sheffield holds its annual meeting during the winter months. At that time, Managers for the Board are elected, the audited financial statements for the Condo are presented, and any other business is conducted. Unit owners should keep their copies of the current financial statements as well as the Offering Plan and Amendments as they will be needed for refinancing and resale.

The Sheffield depends on timely and complete payment of common charges by each unit owner in order to meet its financial obligations. The amount of common charges is determined by the Board of Managers on an annual basis.

Maintenance & Repairs

Repair Work

For routine repairs and maintenance please submit work order requests through the BuildingLink system, inform the Management Office at 212-581-8973 or contact the building superintendent, Liam Birmingham at 212-581-8973.

On weekdays from 5 P.M. to 11 P.M. and on weekends and holidays from 8 a.m. to 11 P.M., handymen are on duty to respond to emergencies in your apartment. Call 212-581-8973. After midnight, call the doorman or security at 212-581-8973.

Alterations & Renovations

All alterations and renovations require Board approval. Please contact the Management Office for the alteration guidelines.

Outside Contractors

If you hire contractors to perform cosmetic work (i.e. painting, wallpaper, carpentry, sanding and refurbishing floors, building shelves in your closets, etc.) in your apartment, those contractors are required to have \$1 million of general liability insurance as well as workman's compensation insurance; a copy of the certificate of insurance must be on file in the Management Office. Before engaging a contractor, contact the Management Office for additional requirements.

Inspections

Management inspects apartments prior to the Board reviewing resale, sublet and refinancing packages. Apartments with unauthorized alterations will not be considered.

Freight Elevator: Move-In/ Move-Out/ Large Deliveries

Residents who are moving in, moving out, or having a major delivery need to contact the Management Office to reserve the service elevator between 9:00 A.M. and 5:00 P.M. on weekdays, and between 9:00 A.M. and 1 P.M. on Saturday. Moves and deliveries are not permitted on holidays. A \$500 fees is associated with each move in and/or move out.

Unit Owner Repair Responsibilities

A Unit owner is responsible for any repairs to items in the unit belonging to the unit owner except for issues arising from outside the apartment. The appliances have a one year warranty from the original date of occupancy of the apartment. The A/C units have a two year warranty on parts and labor and a six year warranty on the compressor, labor not included from the original date of occupancy of the unit.

Private Work

The building superintendent and/or building staff is permitted to perform private work for residents on their own time after work hours. All work must be approved by the Residential Manager. The Residential Board of Managers and the Condominium assume no liability for any work done by a staff member on their own time.

Building Information

Board Communications

The Board of Managers meets monthly. The Board holds periodic unit owner meetings in order to share information about The Sheffield. Periodic updates are posted on lobby bulletin boards and newsletters are sent to unit owners and residents from time to time to keep you informed.

BuildingLink

The Sheffield uses BuildingLink, a web-based system that manages day-to-day communications, recordkeeping, and task tracking for residents, building staff, and building management. The program runs on secure web servers so that residents may access building information from anywhere in the world. BuildingLink screens in the mailrooms provide notice to residents of items being held for them at the concierge desk. In addition, BuildingLink hosts a variety of internal electronic bulletin boards and is used to distribute announcements from management. A registration form is included in this welcome package, or speak with the Management Office to obtain a log in and password.

Bicycles

A locked bicycle storage room is in the basement for use by our residents. Space is limited. Spaces are assigned by the Management Office as available. Some residents use their bicycles frequently, so floors must be kept clear and bicycles may not be placed so as to block access to another bicycle. This includes children's bicycles as well as those of adults. The current fee for owners and tenants is \$10.00 per month.

Garage Keys

If you park your car in the garage at The Sheffield, you may access the building with your Sky Club key fob. To obtain the garage option, please show the Sky Club your garage lease and the application will be added to your key fob.

Air Conditioners

Each unit has their own specific A/C unit. It is your responsibility to maintain these units; however, sometimes the building staff is able to make minor repairs. In the spring, if you request, they will replace the filters in each of your air conditioners at the current price of the filters.

Cable TV/Internet

There are two choices for cable/internet providers: Verizon FIOS and Time Warner Cable.

Exterminator

The building provides an exterminator weekly on Mondays. Please enter your request on BuildingLink several days in advance if you require this service, which is free of charge. If there is a serious problem, please let management know so that they may take additional steps.

Smoke & CO Detectors

As required by law, smoke and CO detectors have been installed in each apartment. You own the detectors and are responsible for their maintenance and replacement. Upon request, however, the building will send maintenance to replace the battery in a detector.

Building Information (Continued)

Floor Coverings

The building requires that 80% of the floor, excluding bathrooms and kitchens, must have a floor covering for noise attenuation.

Garage/Parking

Parking is available in the basement of the building. Please see the garage in regards to available spots as it is not owner nor operated by the condominium.

Laundry Room

Each floor in the building has its own laundry room with washers and dryers.

Washing Machines/Dryers/Dishwashers in Units

Most units are equipped for a washer and/or dryer. If your unit is not equipped, please speak with an architect about adding one for your individual unit. Dishwashers are allowed in each unit.

Garbage & Recyclables

The Sheffield participates in the City's new and modified recycling program. Each floor in the building has its own garbage room. Place clean cans and other metal containers in the recycling receptacles in your compactor room. Newspapers and corrugated cardboard should be stacked neatly. Household trash and garbage should be inside a bag and must be put down the trash chute.

Storage Facilities

Storage units are available and for sale to unit owners throughout the building. Please see the management office for more information.

Windows/Window Guards

A New York City law requires that all apartments with children ten (10) years or younger must have window guards. If you need or want window guards, please contact the Management Office. If you do not have children ten (10) years or younger living in your apartment and wish to have the guards removed, call the Management Office.

Building Amenities

Location & Hours of Operation

The Sheffield Sky Club is located on the 57th, 58th and 59th floors of The Sheffield at 322 West 57th Street. The Sky Club includes the following areas, categorized by building floor, with their corresponding hours of operation:

Hours of Operation

57th Floor

- **Sunset Lounge:** 6:00 AM to 12:00 AM Monday through Friday
7:00 AM to 12:00 AM Saturday and Sunday
- **Fitness Center:** 6:00 AM to 12:00 AM Monday through Friday
7:00 AM to 12:00 AM Saturday and Sunday
Guests are not permitted to enter the Fitness Center after 10PM.
- **Children's Playroom:** 6:00 AM to 10:00 PM Monday through Friday;
7:00 AM to 10:00 PM Saturday and Sunday

58th Floor

- **Exercise Studio:** 6:00 AM to 12:00 AM Monday through Friday;
7:00 AM to 12:00 AM Saturday and Sunday
- **Pool and Pool Deck** 6:00 AM to 10:00 PM Monday through Friday;
7:00 AM to 10:00 PM Saturday and Sunday
- **Locker Rooms and Sauna and Steam Rooms:**
6:00 AM to 12:00 AM Monday through Friday;
7:00 AM to 12:00 AM Saturday and Sunday
(Locker rooms must be vacated by 12:00 AM sharp each night)
- **Spa Treatment Rooms (2):** by appointment only
- **Sunrise Lounge and Terrace:** 6:00 AM to 12:00 AM Monday through Friday
7:00 AM to 12:00 AM Saturday and Sunday
- **All Surrounding Decks:** same as for Sunrise Lounge

59th Floor

- **Barbeque Grill Deck:** 6:00 AM to 12:00 AM Monday through Friday;
7:00 AM to 12:00 AM Saturday and Sunday
- **West-Facing Rooftop Sun Deck and All Surrounding Decks:** Same as Barbeque Grill Deck

Holidays/Revised Hours (Blackout Dates): The Sky Club will operate on abbreviated hours

Building Policies

Pet Policy

A maximum of two pets per unit, up to 35 lbs. each, with a maximum combined weight of no more than 60 lbs. Please check the approved list of dogs which is attached to this packet. Cat Owners are required to install and maintain window screens. All Pet Registration forms are to be submitted as part of the application and must include a \$100 non-refundable Pet Registration Fee.

Neighbor Complaint Policy

Should you need to make a complaint about a neighbor, please speak with a staff member who will handle the situation appropriately.

Staff Complaint Policy

Should you need to make a complaint about building staff and/or management performance, residents can speak with the on-site property executive or the assistant on-site property executive about staff. To speak with someone about the on-site management, please call AKAM directly and ask to speak with the Director of Management.

Emergency Access/Safe Key Policy

The building keeps a security key for each apartment locked for use in case of an emergency or when a resident has misplaced their key. The key must be signed for and returned immediately.

Visitor Policy

Visitors must be announced before going up to a unit. Any guest(s) entering a unit when a resident is not home will be asked to sign a waiver and have their photos taken. All guests are required to provide ID upon request.

Noise Policy

Please see the Building Rules & Regulations. We urge all residents to keep noise levels down and to please always be mindful of your neighbors' right to their quiet enjoyment.

Lobby Policy

Please see the Building Rules & Regulations.

Alteration Policy

Please see the attached Alteration Agreement.

Moving In and Moving Out Policy

Please see the attached Requirements for Deliveries & Moves. Please email KSclavos@akam.com for any move-in/move-out requests.

Transfer/Sales Policy

Please see the attached Sales Policy Packet.

Lease Agreement Policy

Please see the attached Lease Policy Packet.

Fire Safety

Please review the enclosed FIRE SAFETY TIPS carefully and make sure that children and others in your household observe them. Another copy of the NYC Fire Department's fire safety rules can be picked up in the Management Office. In accordance with New York City Law, Fire Safety notices, which may be obtained from the Management Office, must be posted in every apartment.

About Your Neighborhood

The Sheffield is just steps from Central Park at Columbus Circle and located at the nexus of culture, commerce, fine dining and luxury retailing in Manhattan. The 58-story residential tower is a world-class condominium with a sophisticated array of personal services and superlative residential design. The school zoned for your new address is PS 111 Adolph S Ochs for K – 8th grade.

Conveniently located at two blocks from The Sheffield is The Shops at Columbus Circle featuring Hugo Boss, Cole Haan, H & M, Whole Foods, Coach, J. Crew as well as a plethora of restaurants, bars and an Equinox gym.

Many transit options are available to you. In addition to taxi service, the following subway lines are conveniently located nearby:

NEARBY TRANSIT

A C B D 1 at 59th St-Columbus Circle (under 500 feet)

N Q R at 57th St (0.3 miles)

B D E at 7th Av (0.3 miles)

C E at 50th St (0.4 miles)

1 at 50th St (0.4 miles)

F at 57th St (0.4 miles)

N R at 49th St (0.5 miles)

AKAM Associates is honored to have played a part in the search for your new residence. We sincerely hope you enjoy your new home.





Protect Your Family From Lead in Your Home



United States
Environmental
Protection Agency



United States
Consumer Product
Safety Commission



United States
Department of Housing
and Urban Development

Are You Planning to Buy or Rent a Home Built Before 1978?

Did you know that many homes built before 1978 have **lead-based paint**? Lead from paint, chips, and dust can pose serious health hazards.

Read this entire brochure to learn:

- How lead gets into the body
- About health effects of lead
- What you can do to protect your family
- Where to go for more information

Before renting or buying a pre-1978 home or apartment, federal law requires:

- Sellers must disclose known information on lead-based paint or lead-based paint hazards before selling a house.
- Real estate sales contracts must include a specific warning statement about lead-based paint. Buyers have up to 10 days to check for lead.
- Landlords must disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a specific warning statement about lead-based paint.

If undertaking renovations, repairs, or painting (RRP) projects in your pre-1978 home or apartment:

- Read EPA's pamphlet, *The Lead-Safe Certified Guide to Renovate Right*, to learn about the lead-safe work practices that contractors are required to follow when working in your home (see page 12).



Simple Steps to Protect Your Family from Lead Hazards

If you think your home has lead-based paint:

- Don't try to remove lead-based paint yourself.
- Always keep painted surfaces in good condition to minimize deterioration.
- Get your home checked for lead hazards. Find a certified inspector or risk assessor at epa.gov/lead.
- Talk to your landlord about fixing surfaces with peeling or chipping paint.
- Regularly clean floors, window sills, and other surfaces.
- Take precautions to avoid exposure to lead dust when remodeling.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe certified renovation firms.
- Before buying, renting, or renovating your home, have it checked for lead-based paint.
- Consult your health care provider about testing your children for lead. Your pediatrician can check for lead with a simple blood test.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat healthy, low-fat foods high in iron, calcium, and vitamin C.
- Remove shoes or wipe soil off shoes before entering your house.

Lead Gets into the Body in Many Ways

Adults and children can get lead into their bodies if they:

- Breathe in lead dust (especially during activities such as renovations, repairs, or painting that disturb painted surfaces).
- Swallow lead dust that has settled on food, food preparation surfaces, and other places.
- Eat paint chips or soil that contains lead.

Lead is especially dangerous to children under the age of 6.

- At this age, children's brains and nervous systems are more sensitive to the damaging effects of lead.
- Children's growing bodies absorb more lead.
- Babies and young children often put their hands and other objects in their mouths. These objects can have lead dust on them.



Women of childbearing age should know that lead is dangerous to a developing fetus.

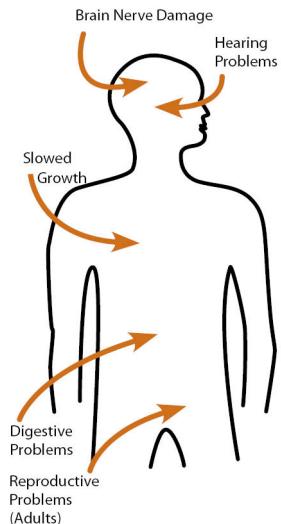
- Women with a high lead level in their system before or during pregnancy risk exposing the fetus to lead through the placenta during fetal development.

Health Effects of Lead

Lead affects the body in many ways. It is important to know that even exposure to low levels of lead can severely harm children.

In children, exposure to lead can cause:

- Nervous system and kidney damage
- Learning disabilities, attention deficit disorder, and decreased intelligence
- Speech, language, and behavior problems
- Poor muscle coordination
- Decreased muscle and bone growth
- Hearing damage



While low-lead exposure is most common, exposure to high amounts of lead can have devastating effects on children, including seizures, unconsciousness, and, in some cases, death.

Although children are especially susceptible to lead exposure, lead can be dangerous for adults, too.

In adults, exposure to lead can cause:

- Harm to a developing fetus
- Increased chance of high blood pressure during pregnancy
- Fertility problems (in men and women)
- High blood pressure
- Digestive problems
- Nerve disorders
- Memory and concentration problems
- Muscle and joint pain

Check Your Family for Lead

Get your children and home tested if you think your home has lead.

Children's blood lead levels tend to increase rapidly from 6 to 12 months of age, and tend to peak at 18 to 24 months of age.

Consult your doctor for advice on testing your children. A simple blood test can detect lead. Blood lead tests are usually recommended for:

- Children at ages 1 and 2
- Children or other family members who have been exposed to high levels of lead
- Children who should be tested under your state or local health screening plan

Your doctor can explain what the test results mean and if more testing will be needed.

Where Lead-Based Paint Is Found

In general, the older your home or childcare facility, the more likely it has lead-based paint.¹

Many homes, including private, federally-assisted, federally-owned housing, and childcare facilities built before 1978 have lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint.²

Learn how to determine if paint is lead-based paint on page 7.

Lead can be found:

- In homes and childcare facilities in the city, country, or suburbs,
- In private and public single-family homes and apartments,
- On surfaces inside and outside of the house, and
- In soil around a home. (Soil can pick up lead from exterior paint or other sources, such as past use of leaded gas in cars.)

Learn more about where lead is found at epa.gov/lead.

¹ "Lead-based paint" is currently defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter (mg/cm²), or more than 0.5% by weight.

² "Lead-containing paint" is currently defined by the federal government as lead in new dried paint in excess of 90 parts per million (ppm) by weight.

Identifying Lead-Based Paint and Lead-Based Paint Hazards

Deteriorating lead-based paint (peeling, chipping, chalking, cracking, or damaged paint) is a hazard and needs immediate attention. **Lead-based paint** may also be a hazard when found on surfaces that children can chew or that get a lot of wear and tear, such as:

- On windows and window sills
- Doors and door frames
- Stairs, railings, banisters, and porches

Lead-based paint is usually not a hazard if it is in good condition and if it is not on an impact or friction surface like a window.

Lead dust can form when lead-based paint is scraped, sanded, or heated. Lead dust also forms when painted surfaces containing lead bump or rub together. Lead paint chips and dust can get on surfaces and objects that people touch. Settled lead dust can reenter the air when the home is vacuumed or swept, or when people walk through it. EPA currently defines the following levels of lead in dust as hazardous:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) and higher for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ and higher for interior window sills

Lead in soil can be a hazard when children play in bare soil or when people bring soil into the house on their shoes. EPA currently defines the following levels of lead in soil as hazardous:

- 400 parts per million (ppm) and higher in play areas of bare soil
- 1,200 ppm (average) and higher in bare soil in the remainder of the yard

Remember, lead from paint chips—which you can see—and lead dust—which you may not be able to see—both can be hazards.

The only way to find out if paint, dust, or soil lead hazards exist is to test for them. The next page describes how to do this.

Checking Your Home for Lead

You can get your home tested for lead in several different ways:

- A lead-based paint **inspection** tells you if your home has lead-based paint and where it is located. It won't tell you whether your home currently has lead hazards. A trained and certified testing professional, called a lead-based paint inspector, will conduct a paint inspection using methods, such as:
 - Portable x-ray fluorescence (XRF) machine
 - Lab tests of paint samples
- A **risk assessment** tells you if your home currently has any lead hazards from lead in paint, dust, or soil. It also tells you what actions to take to address any hazards. A trained and certified testing professional, called a risk assessor, will:
 - Sample paint that is deteriorated on doors, windows, floors, stairs, and walls
 - Sample dust near painted surfaces and sample bare soil in the yard
 - Get lab tests of paint, dust, and soil samples
- A combination inspection and risk assessment tells you if your home has any lead-based paint and if your home has any lead hazards, and where both are located.



Be sure to read the report provided to you after your inspection or risk assessment is completed, and ask questions about anything you do not understand.

Checking Your Home for Lead, continued

In preparing for renovation, repair, or painting work in a pre-1978 home, Lead-Safe Certified renovators (see page 12) may:

- Take paint chip samples to determine if lead-based paint is present in the area planned for renovation and send them to an EPA-recognized lead lab for analysis. In housing receiving federal assistance, the person collecting these samples must be a certified lead-based paint inspector or risk assessor
- Use EPA-recognized tests kits to determine if lead-based paint is absent (but not in housing receiving federal assistance)
- Presume that lead-based paint is present and use lead-safe work practices

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency for more information, visit epa.gov/lead, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.³

³ Hearing- or speech-challenged individuals may access this number through TTY by calling the Federal Relay Service at 1-800-877-8399.

What You Can Do Now to Protect Your Family

If you suspect that your house has lead-based paint hazards, you can take some immediate steps to reduce your family's risk:

- If you rent, notify your landlord of peeling or chipping paint.
- Keep painted surfaces clean and free of dust. Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner. (Remember: never mix ammonia and bleach products together because they can form a dangerous gas.)
- Carefully clean up paint chips immediately without creating dust.
- Thoroughly rinse sponges and mop heads often during cleaning of dirty or dusty areas, and again afterward.
- Wash your hands and your children's hands often, especially before they eat and before nap time and bed time.
- Keep play areas clean. Wash bottles, pacifiers, toys, and stuffed animals regularly.
- Keep children from chewing window sills or other painted surfaces, or eating soil.
- When renovating, repairing, or painting, hire only EPA- or state-approved Lead-Safe Certified renovation firms (see page 12).
- Clean or remove shoes before entering your home to avoid tracking in lead from soil.
- Make sure children eat nutritious, low-fat meals high in iron, and calcium, such as spinach and dairy products. Children with good diets absorb less lead.

Reducing Lead Hazards

Disturbing lead-based paint or removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.

- In addition to day-to-day cleaning and good nutrition, you can **temporarily** reduce lead-based paint hazards by taking actions, such as repairing damaged painted surfaces and planting grass to cover lead-contaminated soil. These actions are not permanent solutions and will need ongoing attention.
- You can minimize exposure to lead when renovating, repairing, or painting by hiring an EPA- or state-certified renovator who is trained in the use of lead-safe work practices. If you are a do-it-yourselfer, learn how to use lead-safe work practices in your home.
- To remove lead hazards permanently, you should hire a certified lead abatement contractor. Abatement (or permanent hazard elimination) methods include removing, sealing, or enclosing lead-based paint with special materials. Just painting over the hazard with regular paint is not permanent control.



Always use a certified contractor who is trained to address lead hazards safely.

- Hire a Lead-Safe Certified firm (see page 12) to perform renovation, repair, or painting (RRP) projects that disturb painted surfaces.
- To correct lead hazards permanently, hire a certified lead abatement professional. This will ensure your contractor knows how to work safely and has the proper equipment to clean up thoroughly.

Certified contractors will employ qualified workers and follow strict safety rules as set by their state or by the federal government.

Reducing Lead Hazards, continued

If your home has had lead abatement work done or if the housing is receiving federal assistance, once the work is completed, dust cleanup activities must be conducted until clearance testing indicates that lead dust levels are below the following levels:

- 40 micrograms per square foot ($\mu\text{g}/\text{ft}^2$) for floors, including carpeted floors
- 250 $\mu\text{g}/\text{ft}^2$ for interior windows sills
- 400 $\mu\text{g}/\text{ft}^2$ for window troughs

For help in locating certified lead abatement professionals in your area, call your state or local agency (see pages 14 and 15), or visit epa.gov/lead, or call 1-800-424-LEAD.

Renovating, Remodeling, or Repairing (RRP) a Home with Lead-Based Paint

If you hire a contractor to conduct renovation, repair, or painting (RRP) projects in your pre-1978 home or childcare facility (such as pre-school and kindergarten), your contractor must:

- Be a Lead-Safe Certified firm approved by EPA or an EPA-authorized state program
- Use qualified trained individuals (Lead-Safe Certified renovators) who follow specific lead-safe work practices to prevent lead contamination
- Provide a copy of EPA's lead hazard information document, *The Lead-Safe Certified Guide to Renovate Right*



RRP contractors working in pre-1978 homes and childcare facilities must follow lead-safe work practices that:

- **Contain the work area.** The area must be contained so that dust and debris do not escape from the work area. Warning signs must be put up, and plastic or other impermeable material and tape must be used.
- **Avoid renovation methods that generate large amounts of lead-contaminated dust.** Some methods generate so much lead-contaminated dust that their use is prohibited. They are:
 - Open-flame burning or torching
 - Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment and
 - Using a heat gun at temperatures greater than 1100°F
- **Clean up thoroughly.** The work area should be cleaned up daily. When all the work is done, the area must be cleaned up using special cleaning methods.
- **Dispose of waste properly.** Collect and seal waste in a heavy duty bag or sheeting. When transported, ensure that waste is contained to prevent release of dust and debris.

To learn more about EPA's requirements for RRP projects visit epa.gov/getleadsafe, or read *The Lead-Safe Certified Guide to Renovate Right*.

Other Sources of Lead

While paint, dust, and soil are the most common sources of lead, other lead sources also exist:

- **Drinking water.** Your home might have plumbing with lead or lead solder. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might contain lead:

- Use only cold water for drinking and cooking.
- Run water for 15 to 30 seconds before drinking it, especially if you have not used your water for a few hours.

Call your local health department or water supplier to find out about testing your water, or visit epa.gov/lead for EPA's lead in drinking water information.

- **Lead smelters** or other industries that release lead into the air.
- **Your job.** If you work with lead, you could bring it home on your body or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture. Call your local health department for information about hobbies that may use lead.
- Old **toys** and **furniture** may have been painted with lead-containing paint. Older toys and other children's products may have parts that contain lead.⁴
- Food and liquids cooked or stored in **lead crystal** or **lead-glazed pottery or porcelain** may contain lead.
- Folk remedies, such as "**greta**" and "**azarcon**," used to treat an upset stomach.

⁴ In 1978, the federal government banned toys, other children's products, and furniture with lead-containing paint (16 CFR 1303). In 2008, the federal government banned lead in most children's products. The federal government currently bans lead in excess of 100 ppm by weight in most children's products (76 FR 44463).

For More Information

The National Lead Information Center

Learn how to protect children from lead poisoning and get other information about lead hazards on the Web at epa.gov/lead and hud.gov/lead, or call **1-800-424-LEAD (5323)**.

EPA's Safe Drinking Water Hotline

For information about lead in drinking water, call **1-800-426-4791**, or visit epa.gov/lead for information about lead in drinking water.

Consumer Product Safety Commission (CPSC) Hotline

For information on lead in toys and other consumer products, or to report an unsafe consumer product or a product-related injury, call **1-800-638-2772**, or visit CPSC's website at cpsc.gov or saferproducts.gov.

State and Local Health and Environmental Agencies

Some states, tribes, and cities have their own rules related to lead-based paint. Check with your local agency to see which laws apply to you. Most agencies can also provide information on finding a lead abatement firm in your area, and on possible sources of financial aid for reducing lead hazards. Receive up-to-date address and phone information for your state or local contacts on the Web at epa.gov/lead, or contact the National Lead Information Center at **1-800-424-LEAD**.

Hearing- or speech-challenged individuals may access any of the phone numbers in this brochure through TTY by calling the toll-free Federal Relay Service at **1-800-877-8339**.

U. S. Environmental Protection Agency (EPA) Regional Offices

The mission of EPA is to protect human health and the environment. Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

Region 1 (Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)

Regional Lead Contact
U.S. EPA Region 1
5 Post Office Square, Suite 100, OES 05-4
Boston, MA 02109-3912
(888) 372-7341

Region 2 (New Jersey, New York, Puerto Rico, Virgin Islands)

Regional Lead Contact
U.S. EPA Region 2
2890 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 321-6671

Region 3 (Delaware, Maryland, Pennsylvania, Virginia, DC, West Virginia)

Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103
(215) 814-2088

Region 4 (Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)

Regional Lead Contact
U.S. EPA Region 4
AFC Tower, 12th Floor, Air, Pesticides & Toxics
61 Forsyth Street, SW
Atlanta, GA 30303
(404) 562-8998

Region 5 (Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)

Regional Lead Contact
U.S. EPA Region 5 (DT-8J)
77 West Jackson Boulevard
Chicago, IL 60604-3666
(312) 886-7836

Region 6 (Arkansas, Louisiana, New Mexico, Oklahoma, Texas, and 66 Tribes)

Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue, 12th Floor
Dallas, TX 75202-2733
(214) 665-2704

Region 7 (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact
U.S. EPA Region 7
11201 Renner Blvd.
WWPD/TOPE
Lenexa, KS 66219
(800) 223-0425

Region 8 (Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)

Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop St.
Denver, CO 80202
(303) 312-6966

Region 9 (Arizona, California, Hawaii, Nevada)

Regional Lead Contact
U.S. EPA Region 9 (CMD-4-2)
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-4280

Region 10 (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact
U.S. EPA Region 10
Solid Waste & Toxics Unit (WCM-128)
1200 Sixth Avenue, Suite 900
Seattle, WA 98101
(206) 553-1200

Consumer Product Safety Commission (CPSC)

The CPSC protects the public against unreasonable risk of injury from consumer products through education, safety standards activities, and enforcement. Contact CPSC for further information regarding consumer product safety and regulations.

CPSC

4330 East West Highway
Bethesda, MD 20814-4421
1-800-638-2772
cpsc.gov or saferproducts.gov

U. S. Department of Housing and Urban Development (HUD)

HUD's mission is to create strong, sustainable, inclusive communities and quality affordable homes for all. Contact HUD's Office of Healthy Homes and Lead Hazard Control for further information regarding the Lead Safe Housing Rule, which protects families in pre-1978 assisted housing, and for the lead hazard control and research grant programs.

HUD

451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
(202) 402-7698
hud.gov/offices/lead/

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IMPORTANT!

Lead From Paint, Dust, and Soil in and Around Your Home Can Be Dangerous if Not Managed Properly

- Children under 6 years old are most at risk for lead poisoning in your home.
- Lead exposure can harm young children and babies even before they are born.
- Homes, schools, and child care facilities built before 1978 are likely to contain lead-based paint.
- Even children who seem healthy may have dangerous levels of lead in their bodies.
- Disturbing surfaces with lead-based paint or removing lead-based paint improperly can increase the danger to your family.
- People can get lead into their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- People have many options for reducing lead hazards. Generally, lead-based paint that is in good condition is not a hazard (see page 10).