

Linda Tenants Corp.
209-10 41st Avenue,
Bayside, New York 11361

PROCEDURE FOR RESALE OF APARTMENTS

THE PURCHASE APPLICATION AND ACKNOWLEDGMENT FORMS MUST BE COMPLETED IN ITS ENTIRETY. ANY MISSING DOCUMENTS OR INCOMPLETE FORMS WILL RESULT IN UNNECESSARY DELAYS, AND/OR THE APPLICATION BEING RETURNED TO THE PURCHASER. *****Please note that if documents are provided in another language, the parties will be required to have the documents translated at their own expense.*****

Your completed package should be sent to:
John B. Lovett & Associates, Ltd.,
109-15 14th Avenue
College Point, New York 11356
Attention: Yajaira V. Crespo – Colon

***Contact Information for Yajaira: Direct: 718-559-0246 or Email: ycrespo@lovettrealty.com

Please submit (1) Original and (2) Collated Sets of the completed application with the following fees (TOTAL OF 3 SETS OF THE ATTACHED APPLICATION).

****All fees must be paid via certified checks or money orders only!**

- 1) A Non-Refundable Application Fee in the amount of \$350.00. Please make check payable to John B. Lovett & Associates.**
- 2) A Non-Refundable Credit Report Fee PER APPLICANT in the amount of \$75.00. Please make check payable to John B. Lovett & Associates.**
- 3) A Non-Refundable Criminal Report/Drivers License Report Fee PER APPLICANT/OCCUPANT in the amount of \$200.00. Please make check payable to John B. Lovett & Associates**
- 4) A Refundable Move-in Deposit from the purchaser (applicant) in the amount of \$1,000.00. Please make check payable to Linda Tenants Corp. ***
- 5) A Refundable Move-out Deposit from the seller (Shareholder) in the amount of \$1,000.00. Please make check payable to Linda Tenants Corp. ***

*****Please note that all applications are date stamped upon receipt and processed within 3-4 weeks in the order in which they are received. There is an option to have the application processed in our office within 48 hours and forwarded to the board. The expedite fee is not a mandatory fee, however, should you wish to use this service, the fee is \$250 payable to John B. Lovett & Associates, Ltd. Please note that the expedite fee is only to have the application processed by our office within 48 hours of receipt. It does not expedite the board's review, nor does it guarantee that the application will be approved. *****

***PLEASE NOTE: Move in/out security deposits are refundable only after the move is complete, the House Rules have been adhered to, and no damage has been done to any part of the building.**

The package will be reviewed and forwarded to the Board of Directors. Thereafter, a personal interview will be scheduled with the prospective purchaser(s).

Please note all purchasers must meet board requirements

- NO PETS ALLOWED
- DEBT TO INCOME RATIO CANNOT EXCEED 30%
- MAXIMUM FINANCING WILL BE PERMITTED UP TO 80% OF THE PURCHASE PRICE(DOWN PAYMENT CANNOT BE LOWER THAN 20% OF PURCHASE PRICE)
- FLIP TAX IS 3% OF THE SALE PRICE.
- ALL FEES MUST BE SUBMITTED IN THE FORM OF MONEY ORDER OR CERTIFIED CHECK
- ALL INCOMPLETE APPLICATIONS WILL BE RETURNED TO SENDER
- PROCESSING OF YOUR APPLICATION TAKES APPROXIMATELY 3-4 WEEKS.
- Please note that all applicants and occupants age 18 and over must complete the criminal authorization form and provide two reference letters. If employed, an employment letter is required. If enrolled in school, a letter from the school confirming the enrollment status is required.
- All applicants/occupants ages 18 and over, must sign the building acknowledgement forms.
- All applicants/occupants ages 18 and over, must be present to be interviewed by the Board.
- Full paged bank statements for all accounts listed on the financial condition statement are required.
- Please note that if a submission is made before the tax filing deadline, the most recent W2 issued will be required in addition to the completed tax returns requested within the application.
- For applicants who own real estate, please provide a letter from the Management Office for all properties. In addition, the Real Estate/School Tax invoices are required for all properties. If you are receiving rental income, a copy of an executed lease agreement is required.
- If this is an Estate Sale, please provide a copy of the Death Certificate and a copy of the Letters Testamentary/Letters of Administration either before the submission or with the submission. Applications will not be processed if the estate documents are not submitted.
- If the seller or buyer are being represented by a POA (power of attorney representative), please make sure to include a copy of the POA within the submission along with a full force affidavit if the POA was issued over 12 months ago (please contact your attorney for further details).

Debt Ratio is calculated as follows:

- *Annual debt divided by annual gross income*
 - Debt includes the following elements
 - + Annual maintenance on purchase apartment;
 - + Annual assessments on purchase apartment;
 - + Annual mortgage for purchase apartment;
 - + Annual payments on other outstanding mortgages;
 - + Annual loan payments (cars, student loans, home equity, etc.);
 - + Annual minimum credit card payments;
 - + Other financial obligations;
 - = Total Annual Debt.

Example:

1. Gross Annual Income = \$100,000
 - **Exclude** capital gains, if non re-occurring when entering annual Income
2. Total Annual Debt = \$25,000
3. $\$25,000/\$100,000 = .25$ (25% Debt Ratio)

Once the Board of Directors has interviewed and approved the prospective purchaser(s), a closing will be scheduled through the corporation Closing Agent:

Please note that closings are held in the office of the cooperative corporation's attorney:

**Eric Goidel, Esq.
Borah Goldstein, Altshuler & Schwartz
377 Broadway
New York, NY 10013
212- 431-1300**

EXPEDITE AUTHORIZATION FORM

- Please note that all applications are date stamped upon receipt and processed within 3-4 weeks in the order in which they are received.
- There is an option to have the application processed in our office within 72 (business) hours and forwarded to the board.
- The expedite fee is not a mandatory fee, however, should you wish to use this service, the fee is \$250 payable to John B. Lovett & Associates, Ltd. (certified check or money order only).
- Please note that the expedite fee is only to have the application processed by our office within 72 (business) hours of receipt.
- It does not expedite the board's review, nor does it guarantee that the application will be approved.
- The memo must be completed and sent with the submission if this option is selected.

Authorization to Expedite Application

I am aware, as is stated in the Resale and Sublease application agreement; it takes approximately 3 to 4 weeks for the Managing Agent to process, once the application is accepted as complete.

However, I am under a time constraint and I am requesting the Managing Agent expedite the processing of my application. *I am aware the expediting of my application only provides the application will be processed by the Managing Agent within 72 hours of receipt of receiving my completed application, and forwarded to the Board of Directors for consideration.*

I am aware that the expedite fee does not expedite the Board of Directors review of my application, nor does it guarantee approval by the Board of Directors.

Applicants Name _____

Applicants Signature _____

Building _____

Apartment _____

Date _____

IMPORTANT NOTES

Due to the large volume of calls, and applications, received by this office, we kindly ask that you refrain from calling for an update, during the three (3) week processing period. When an update is ready, we will contact your point person, which we recommend should be your Real Estate Broker, or in the absence of a Broker your Attorney. Please advise all parties involved and provide them with the brokers and/or attorney's contact information.

In an effort of fairness, we must process applications on a first come first serve basis.

If you are concerned about the receipt of the package, please use a method of return receipt via USPS, Fed Ex, messenger service or hand delivery, etc.

If there is a problem with the application submitted you will be notified accordingly.

Please be advised that submission of an incomplete package may extend the three week processing period.

After the application is processed and submitted to the Board you will be advised, via telephone, or e-mail, on the next step of the process.

Please provide an e-mail addresses below and advise our office who will be the point person, (main contact). Please be advised that all parties will not be called/emailed, only the main contact.

Brokers: Please download all applications from our website every time there is a new transaction to ensure that you are using the most recent application.

Website: www.lovettrealty.com, **Go to:** Building Documents and search by the location to find the right application. You may also call our office to have an application emailed to you.

Please provide your bank/mortgage broker/appraiser with the information below. Thank you for your cooperation.

MOST REQUESTED ITEMS THAT YOU *MAY* NEED DURING A PURCHASE, REFINANCE & EQUITY LINE OF CREDIT.

Please note personal checks will not be accepted. All payments must be in the form of Bank certified check, Money order or Company Checks, *payable to John B. Lovett & Associates, Ltd.* Credit Cards are not accepted. Please note all contact information and fees for the following items:

<u>ITEM</u>	<u>COST</u>	<u>CONTACT PERSON</u>	<u>CONTACT #</u>	<u>MISC. INFO</u>
Bank Questionnaire	\$250	Mary	(718) 445 9500 x162	Please mail \$250 with questionnaire and reference the Building & Apartment #.
Building Insurance	\$0.00 (Free)	Front Desk	(718) 445 9500 x110	Front Desk will provide Insurance Broker's name and phone number.
Financials	\$20	Front Desk	(718) 445 9500 x110	Please note we charge \$20 for each year. Payment must be received with request
By-Laws	\$25	Front Desk	(718) 445 9500 x110	Located in Offering Plan. Please note payment must be received with request.
Most Recent Amendment	\$25	Front Desk	(718) 445 9500 x110	Located in Offering Plan. Please note payment must be received with request.
Offering Plan (Black Book)	\$300	Front Desk	(718) 445 9500 x110	Please note payment must be received with request.

ALL PAYMENTS, FORMS AND/OR REQUESTS SHOULD BE SENT TO:

**JOHN B. LOVETT & ASSOCIATES, LTD.
109-15, 14TH AVENUE
COLLEGE POINT, NY 11356**

Information for requesting: **Questionnaires, Financial Statements, Amendments, By-laws, Insurance Information**

So that we may process your request in a timely manner, please note the following:

- a) **We only accept Bank Issued Checks or Money Orders made payable to [John B. Lovett & Associates, Ltd.](#) We DO NOT accept personal checks.**
- b) Once received the turnaround time is 2-3 business days.
- c) **Please forward to John B. Lovett & Associates, Attn: Felice Mannix, 109-15 14th Avenue, 2nd Floor, College Point, NY 11356.**
- d) It is very important that you send the check and questionnaire together rather than emailing the questionnaire and sending the check separately.
- e) Please provide the property address, unit # and an email address so I can email all documents to you in a timely fashion.

About the Fees:

- \$250 per questionnaire (No generics available)
- Financial Statements- \$20 per year
- Amendment - \$25 per amendment
- By-laws- \$25 fee

****Copy of Building Master Policy- No charge.** If the lender is requesting a clause to be included, the request will need to be made to the insurance broker directly.

Mary's contact info:

Email: masantewah@[lovettrealty.com](mailto:masantewah@lovettrealty.com)

Fax: 718-445-9704

Direct Number: 718-445-9500 Ext 162

LINDA TENANTS CORP.

PURCHASE APPLICATION

Managed by:
John B. Lovett & Associates, Ltd.
109-15 14th Avenue
College Point, New York 11356
Phone: 718-445-9500
Fax: 718-445-9704

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SECTION I

CO OPERATIVE PURCHASE APPLICATION

Linda Tenants Corp.
209-10 41st Avenue
Bayside, New York 11361

John B. Lovett & Associates, Ltd.
109-15 14th Avenue
College Point, New York 11356

PURCHASE APPLICATION FOR COOPERATIVE

PURCHASER (S) INFORMATION:

Purchaser: _____
Purchaser: _____
Purchaser's Attorney: _____ Telephone: _____
Fax: _____
Attorney's Firm and Address: _____

SUBJECT BUILDING INFORMATION:

Building Name: _____ Building Address: _____
Number of Shares: _____ Apt No.: _____
Monthly Maintenance: \$ _____
Purchase Price: _____
Name on Stock Certificate and other documents: _____

BANK INFORMATION:

Financing: _____ No _____ Yes Amount: _____
Bank: _____

BROKER INFORMATION:

Broker: _____ Company: _____
Address: _____ Telephone: _____

SELLER (S) INFORMATION:

Seller's Name: _____
Seller's Name: _____
Forwarding Address: _____ Telephone: _____

Seller's Attorney: _____ Telephone: _____
Attorney's Firm and Address: _____

Anticipated Closing Date: _____
Anticipated Date of Possession: _____

INFORMATION REGARDING PURCHASER(S)

Purchaser: _____

Home Address: _____

Email: _____

Telephone: _____

Length of Occupancy: _____

Rent: _____

Employer's Company Name & Address: _____

Telephone: _____

Supervisor: _____

Salary Per Annum: _____

Commission & Bonus: _____

Spouse/Co-Applicant: _____

Employer's Company Name & Address: _____

Telephone: _____

Supervisor: _____

Salary Per Annum: _____

Commission & Bonus: _____

Name of all persons and relationships who will reside in apartment and, if children, please state age: _____

Name of all residents in the building known by applicant: _____

Does applicant wish to maintain any pets? If so, please specify: _____

Does Applicant plan alterations to apartment? If so, please specify: _____

LANDLORD REFERENCES:

Present Landlord or Agent: _____

Address: _____ Telephone: _____

Previous Landlord or Agent: _____

Address: _____

Address of previous residence and approximate length of occupancy:

FINANCIAL REFERENCES: (Please list first the bank, type of account (savings, checking, money market, etc.) and account number with the most assets).

- a.** Bank: _____
Address: _____

Type of Account: _____
Account Number: _____
- b.** Bank: _____
Address: _____

Type of Account: _____
Account Number: _____
- c.** Bank: _____
Address: _____

Type of Account: _____
Account Number: _____
- d.** Bank: _____
Address: _____

Type of Account: _____
Account Number: _____
- e.** Bank: _____
Address: _____

Type of Account: _____
Account Number: _____
- f.** Certified Public Accountant, if any: _____
Address: _____

- g.** For information regarding source(s) of income, contact: _____

BUSINESS PROFESSIONAL REFERENCES:

1. Name & Address: _____

2. Name & Address: _____

3. Name & Address: _____

4. Name & Address: _____

SPECIAL REMARKS:

Please give any additional information which may be pertinent or helpful:

The undersigned hereby affirms that the information contained in this application is true and accurate to the best of her knowledge and belief.

Signature of Purchase Applicant: _____

Signature of Spouse/Co-Applicant: _____

SECTION 2

FINANCIAL CONDITION (NET WORTH)

STATEMENT OF FINANCIAL CONDITION

Please note that all information listed here should have documentation

Name: _____

Address: _____

For the purpose of procuring credit from the above named company, or its assigns, the following is submitted as being a true and accurate statement of the financial condition of the undersigned on the _____ day of _____, 20__

FILL ALL BLANKS, WRITING "NO" OR "NONE" WHERE NECESSARY TO COMPLETE INFORMATION

ASSETS

Cash in Banks: _____

Savings & Loan Shares: _____

Earnest Money Deposited: _____

Investments: Stocks & Bonds: _____
(see schedule)

Investment in own Business: _____

Real Estate owned (see schedule)

Automobiles: (Year & Make)

Personal property & Furniture: _____

Life Insurance:

Cash Surrender Value: _____

Other Assets – itemize: _____

Total Assets: _____

LIABILITIES

Notes Payable:

To Banks: _____

To Relatives: _____

To Others: _____

Installment Accts Payable:

Automobile: _____

Other: _____

Other Accounts Payable: _____

Mortgages Payable on Real Estate:
(see schedule) _____

Unpaid Real Estate taxes: _____

Unpaid Income taxes: _____

Chattel Mortgages: _____

Loans on Life Insurance Policies:
(Include Premium Advance): _____

Other debts – itemize: _____

Total Liabilities: _____

Net Worth: _____

PURCHASER & SPOUSE SOURCE OF INCOME

Base Salary: _____

S/E Income: _____

Bonus & Commissions: _____

Dividends & Interest Income: _____

Real Estate Income (Net): _____

Spouse Income (specify): _____

Other Income – itemize: _____

Total Annual Income: _____

STATEMENT OF FINANCIAL CONDITION (cont'd)

Form II

CONTINGENT LIABILITIES

As Endorser or Co-maker on Notes: _____

Alimony Payments (Annual): _____

Are you a defendant in any legal action?: _____

Are there any unsatisfied judgments?: _____

Have you ever taken bankruptcy?: _____

Explain: _____

GENERAL INFORMATION

Personal Bank Accounts carried at: _____

Savings & Loan Account at: _____

Purpose of Loan: _____

SCHEDULE OF STOCKS AND BONDS

<u>Amount or No. Shares</u>	<u>Description</u>	<u>Marketable Actual Market Value</u>	<u>Non-Marketable (Unlisted Securities) Estimated Worth</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

SCHEDULE OF CASH IN BANKS AND BROKERAGE

<u>Location</u>	<u>Account</u>	<u>Balance</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

STATEMENT OF FINANCIAL CONDITION (cont'd)

Form II

SCHEDULE OF REAL ESTATE

<u>Description & Location</u>	<u>Cost</u>	<u>Actual Market Value</u>	<u>Mortgage</u>	
			<u>Amount</u>	<u>Maturity</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

SCHEDULE OF NOTES PAYABLE

Specify any assets pledged as collateral, indicating the liabilities which they secure:

<u>To Whom Payable</u>	<u>Date</u>	<u>Amt</u>	<u>Due</u>	<u>Interest</u>	<u>Assets Pledged as Security</u>
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

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

Date:_____ Signature of Purchase Applicant:_____

Signature of Spouse/Co-Applicant:_____

**INSERT
CONTRACT OF SALE
HERE**

**IF BUYING OR SELLING OTHER REAL
ESTATE, PLEASE PROVIDE A COPY OF
THE CONTRACT OF SALE.**

- **If this is an Estate Sale, please provide a copy of the Death Certificate and a copy of the Letters Testamentary/Letters of Administration either before the submission or with the submission. Applications will not be processed if the estate documents are not submitted.**
- **If the seller or buyer are being represented by a POA (power of attorney representative), please make sure to include a copy of the POA within the submission along with a full force affidavit if the POA was issued over 12 months ago (please contact your attorney for further details).**

SECTION 4

INSERT COMMITMENT LETTER, LOAN APPLICATION & 3 ORIGINAL AZTECH RECOGNITION AGREEMENTS HERE

(Corporation requires a minimum cash down payment of 20% of the purchase price. The maximum financing is 80%)

- **Monetary gifts must be documented via a notarized letter. The letter must list the name of the donor and relationship to the applicant.**
- **Please note, Aztechs must be signed by the Bank officer & applicant (s) prior to being given to management. If the lender doesn't have the aztechs available at the time that the submission is made, then please have the fully executed aztechs delivered to the transfer agent in advance of the closing. Closing documents can not be prepared unless the aztechs are received.**

SECTION 5

**INSERT LAST TWO (2) YEARS OF
COMPLETE FEDERAL TAX RETURNS WITH
ALL SCHEDULES INCLUDED & W-2 FORMS
HERE**

- **Please note that if a submission is made before the tax filing deadline, the most recent W2 issued will be required in addition to the completed tax returns requested within the application.**

SECTION 6

INSERT LETTER FROM PREVIOUS LANDLORD INDICATING LENGTH OF STAY & CURRENT PAYMENT HISTORY HERE

- **For applicants who own real estate, please provide a letter from the Management Office for all properties. In addition, the Real Estate/School Tax invoices are required for all properties. If you are receiving rental income, a copy of an executed lease agreement is required.**

SECTION 7

**INSERT
LIST OF ALL
PERSONAL LOANS
HERE**

**(NOTE PAYABLE, MORTGAGE PAYABLE, VEHICLE
PAYABLE
STUDENT LOANS, ETC...)**

SECTION 8

**INSERT
LETTER FROM EMPLOYER
HERE**

**MUST INDICATE EMPLOYMENT DATE,
ANNUAL SALARY INCULDING ANY BONUS, EMPLOYMENT
POSITION, AND PROSPECT FOR CONTINUED EMPLOYMENT**

**(IF RETIRED, PLEASE SUBMIT THE FOLLOWING: SOCIAL SECURITY AWARD
LETTER, PENSION AWARD LETTER, BANK INTEREST FORM 1099 AND
DIVIDEND FORM 1096)**

**(IF SELF-EMPLOYED, INCOME MUST BE VERIFIED BY ACCOUNTANT'S
CERTIFICATION AND A BUSINESS FINANCIAL STAEMENT FROM YOUR
ACCOUNTANT IS REQUIRED AS WELL AS LAST TWO YEARS BUSINESS OR
CORPORATION TAX RETURNS SHOULD BE SUBMITTED)**

SECTION 9

INSERT THREE (3) PERSONAL REFERENCE LETTERS HERE

- **Reference Letters can be drafted for more than one person.**
 - **Example: If the purchase is being made by a couple and both are referenced on the letter, then that one letter satisfies this requirement for both.**

Reference Letters should never be identical and should be drafted by the person known to the applicant(s).

SECTION 10

SUBSTANTIATING DOCUMENTATION

INSERT COPIES OF MOST RECENT STATEMENTS, AS LISTED ON THE FINANCIAL STATEMENT, SECTION #2, SUCH AS, CHECKING, SAVINGS, 401 (K), IRA, INVESTMENTS, STOCK, BOND, ETC.

- **Online summary snap shots are not accepted.**
- **The full bank statement (all pages) must be provided.**

ACKNOWLEDGMENTS & AUTHORIZATIONS

**John B. Lovett & Associates, Ltd.
109-15 14th Avenue
College Point, New York 11356
Phone: 718-445-9500
Fax: 718-445-9704**

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SECTION 1

WINDOW GUARD QUESTIONNAIRE

LEASE NOTICE TO TENANT

WINDOW GUARDS REQUIRED

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 you ask him to install window guards at any time (you need to give a reason),

OR

If a child 10 years of age or younger lives in your apartment.

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

Check One:

_____ Children 10 years of age or younger live in my apartment

_____ No Children 10 years of age or younger live in my apartment

_____ I want window guards even though I have no children 10 years of age or younger

Tenant: _____

Tenant's Signature: _____ Date: _____

Tenant's Address: _____

Return this form to:

Owner Manager: John B. Lovett & Associates, Ltd.
109-15 14th Avenue
College Point, New York 11356

For further information call: Window Falls Prevention 212-676-2158

SECTION 2

MOVE IN / MOVE OUT SECURITY DEPOSIT FORM

MOVE-IN/MOVE-OUT AGREEMENT

**Linda Tenants Corp.
John B. Lovett & Associates, Ltd., Managing Agent
109-15 14th Avenue
College Point, New York 11356
718-445-9500**

The undersigned hereby agree to comply with the provisions of the Rules and Regulations of the Linda Tenants Corp. in the delivery (Move-In) or the removal (Move-Out) of furniture, furnishings, and personal property from the apartment identified below. In addition, the undersigned agrees to the following policy and procedures established by the Board of Directors:

1. The payment of the following fees at the time of scheduling and in advance of the **Move-IN/OUT:**
 - a. **One Thousand (\$1,000.00) Dollars**, payable to Linda Tenants Corp., as a Security Deposit, which shall be refunded to the under signed, subject to the condition as hereafter provided. (see list of fees on page 1)
2. The date of the Move-In or Move-Out from the apartment must be scheduled with the Superintendent's Office one week in advance. It is understood that the total amount of the Security Deposit shall be forfeited if the resident fails to do the following:
 - a. Schedule the Move-In or Move-Out of property with the Superintendent's Office (or arrange for the delivery or removal of property from the apartment at other than the time scheduled).
3. Any carrier engaged for the delivery or removal of property shall be advised to comply with the instructions of the Building Staff assigned for the monitoring and supervision of the Move-In or Move-Out.
4. **In addition, a Certificate of Insurance from your moving company for Workmen's Compensation and Public Liability Insurance in the amount of \$500,000 property damage and \$100,000/\$5,000,000 bodily injury must be provided to the Managing Agent. The certificate must name Linda Tenants Corp. and John B. Lovett & Associates, Ltd. as Additional Insured and as Certificate Holders**
5. The undersigned shall be responsible for damages caused in the common elements, including, but not limited to lawn, landscaping, all interior areas, fixture, flooring, etc. of the Linda Tenants Corp. during the process of the Move-In or Move-Out.
6. The cost for repairs and replacements for damages to the common elements caused by and during the Move-In or Move-Out shall be deducted from the amount of the Security Deposit. The amount of the cost for any repairs and replacements resulting from the damages attributed to the Move-In or Move-Out from the apartment shall be the sole determination of the Managing Agent which shall be based upon prevailing costs for similar repairs and replacements.

7. It is understood that the Linda Tenants Corp., shall return to the undersigned the full amount of the Security Deposit within thirty (30) days of the date of the Move, or the net amount of the Security Deposit after deducting the amount of the cost of repairs and replacements, if any, within thirty (30) days after the date of determination of the cost thereof. In the event of a Move-Out the refund should be sent to the forwarding address indicated below. **DEPOSIT FOR MOVE OUT IS NOT REFUNDED UNLESS THE SUPERINTENDENT (OR OWNER IF A RENTAL/SUBLET) RECEIVES THE ALL MAILBOX KEY(S), BUILDING ACCESS KEY(S) TO THE BUILDING, AND THE GARAGE KEY(S), AND DOOR OPERNER(S).**
8. It is further understood that the amount due or payable to the undersigned from the **SECURITY DEPOSIT** may not be assigned to another party.
9. Renters and sublet tenants must show a copy of the lease and a photo ID
10. All belongings must be staged outside the building, not in the hallway.
11. Moving truck/van is not allowed on the sidewalk at anytime. The driveway must never be blocked at anytime. Side entrance to the building must be used for all deliveries, not the main lobby entrance.
12. **WEEKEND MOVE IN/OUT PROCEDURES:**
(At discretion of building Superintendent)
 - a. Non-refundable move in/out fee of \$500.00, payable to Linda Tenants Corp. (Payment must be in forms of Money Order/ Certified Check ONLY) this fee is based on 8 hours of overtime rate. The current rate of Local 32BJ contract or the higher rate in effect on the date of the move shall apply.

AGREED:

DATE OF MOVE:_____

Name of Shareholder:_____ Apt. No.:_____

Signature of Shareholder:_____ Date:_____

Name of Purchaser/Subtenant:_____ Date:_____

Signature of Purchaser/Subtenant:_____

FORWARDING ADDRESS FOR RETURN OF MOVE-OUT DEPOSIT (PLEASE PRINT NAME AND ADDRESS CLEARLY). IF THE UNIT IS CURRENTLY VACANT AND A MOVE-OUT DEPOSIT IS NOT REQUIRED, PLEASE INDICATE "N/A" BELOW.

SECTION 3

AUTHORIZATION FOR CREDIT AND CRIMINAL BACKGROUND CHECKS

- Please note that all applicants and occupants age 18 and over must complete the criminal authorization form.
 - The criminal background fee is due per applicant/occupant.

CREDIT AGENCY AUTHORIZATION

Authorization for The Lovett Group
to obtain a credit report

In order to comply with the provisions of 15 U. S. C. Section 1681(d) of the Federal Fair Credit Reporting Act, I (we) authorize **The Lovett Group**, to obtain, prepare and furnish an investigative consumer report including information on my character and general reputation, personal characteristics and mode of living, whichever are applicable, as well as information regarding employment, credit, criminal, and current financial position. If this is an application, I (we) further authorize **The Lovett Group**, at its discretion, to make a copy of such credit report available to the owner of the unit, which I (we) propose to lease. In addition, within a reasonable period of time, upon written request to **The Lovett Group**,

I (we) may obtain a complete and accurate disclosure of the nature and scope of the investigation requested.

Receipt is acknowledged to the summary of rights enclosed herewith.

Purchaser/Shareholder/Lessee (Print): _____

Purchaser/Shareholder/Lessee Signature: _____

Address: _____

Social Security #: _____

Purchaser/Shareholder/Lessee (Print): _____

Purchaser/Shareholder/Lessee Signature: _____

Address: _____

Social Security #: _____

Date: _____

Building Reference: _____ **Apt #** _____

**RELEASE OF INFORMATION AUTHORIZATION
AUTHORIZATION FOR THE LOVETT GROUP TO OBTAIN A
CRIMINAL, SEX OFFENDER AND TERRORIST WATCH LIST INQUIRY**

I hereby authorize any individual, company or institution to release to **The Lovett Group**, and/or its representative any and all information that they have concerning any **criminal activity on a State and/or Federal Level.**

I hereby release the individual, company or institution and all individuals connected therewith from all liability for any damage whatsoever incurred in furnishing such information.

Print Name: _____ Date of Birth _____

Address: _____ Sex: Male ☐ Female ☐

City/State/Zip: _____

Social Security Number: _____

Signature: _____

Print Name: _____ Date of Birth _____

Address: _____ Sex: Male _____ Female _____

City/State/Zip: _____

Social Security Number: _____

Signature: _____

(FOR OFFICE USE ONLY)

PLEASE RETURN TO:

The Lovett Group

ATTN: _____

FAX: 718-445-9704

BUILDING REFERENCE: _____ **/APT#** _____

SECTION 4

NAMEPLATE REQUEST & KEY APPROVAL

NAME PLATE REQUEST & KEY APPROVAL

**John B. Lovett & Associates, Ltd.
109-15 14th Avenue
College Point, New York 11356
718-445-9500**

Please complete the information requested on the form and acknowledge that you will supply the superintendent with a set of keys upon moving into your apartment.

Apt. No.: _____

Name on Mailbox: _____

Name on Directory: _____

I (we) acknowledge that a set of keys to the apartment must be given to the superintendent upon moving in.

Signature: _____

Date: _____

SECTION 5

ACKNOWLEDGMENT OF HOUSE RULES AND ACKNOWLEDGMENT OF APPLICANT'S RELEASE FORM

HOUSE RULES

- 1) The public halls and stairways of the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Apartments in the Building, and the fire towers shall not be obstructed in any way.
- 2) No patient of any doctor who has offices in the Building shall be permitted to wait in the lobby.
- 3) Children shall not play in the public halls, courts, stairways, fire towers or elevators and shall not be permitted on the roof unless accompanied by a responsible adult.
- 4) No public hall above the ground floor of the Building shall be decorated or furnished by any Lessee in any manner without the prior consent of all of the Lessees to whose Apartments such hall serves as a means of ingress and egress; in the event of disagreement among such Lessees, the Board of Directors shall decide.
- 5) No Lessee shall make or permit any disturbing noises in the Building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of other Lessees. No Lessee shall play upon or suffer to be played upon an musical instrument or permit to be operated a phonograph or a radio or television loud speaker in such Lessee's Apartment between the hours of 11:00 p.m. and the following 8:00 o'clock a.m. if the same shall disturb or annoy other occupants of the Building. No construction or repair work or other installation involving noise shall be conducted in any Apartment except on weekdays (not including legal holidays) and only between the hours of 8:30 a.m. and 5:30 p.m.
- 6) No article shall be placed in the halls or on the staircase landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces or balconies or placed upon the windowsills of the Building.
- 7) No awnings, window air-conditioning units or ventilators shall be used in or about the Building except such as shall have been expressly approved by the Lessor or the managing agent, nor shall anything be projected out of any window of the Building without similar approval.
- 8) No sign, notice, advertisement or illumination shall be inscribed or exposed on or at any window or other part of the Building, except such as shall have been approved in writing by the Lessor or the managing agent.
- 9) No velocipedes, bicycles, scooters or similar vehicles shall be allowed in a passenger elevator and baby carriages and the above mentioned vehicles shall not be allowed to stand in the public halls, passageways, areas or courts of the Building.
- 10) Messengers and trades people shall use such means of ingress and egress as shall be designated by the Lessor.
- 11) Kitchen supplies, market goods and packages of every kind are to be delivered only at the service entrance of the Building and through the service elevator to the Apartment when such elevator is in operation.
- 12) Trunks and heavy baggage shall be taken in or out of the Building through the service entrance.
- 13) Garbage and refuse from the Apartments shall be disposed of only at such times and in such manner as the superintendent or the managing agent of the Building may direct.
- 14) Water closets and other water apparatus in the building shall not be used for any purposes other than those for which they were constructed, nor shall any sweepings, rubbish, rags or any other article be thrown into the water closets. The cost of repairing any damage resulting from misuse of any water closets or other apparatus shall be paid for by the Lessee in whose Apartment it shall have been caused.

- 15) No Lessee shall send any employee of the Lessor out of the Building on any private business of a Lessee
- 16) No bird or animal shall be kept or harbored in the Building unless the same in each instance be expressly permitted in writing by the Lessor; such permission shall be revocable by the Lessor. In no event shall dogs be fed from the windowsills, terraces, balconies or in the yard, court spaces or other public portions of the Building, or on the sidewalks or street adjacent to the Building.
- 17) No radio or television aerial shall be attached to or hung from the exterior of the Building without the prior written approval of the Lessor or the managing agent.
- 18) No vehicle belonging to a Lessee or to a member of the family or guest, subtenant or employee of a Lessee shall be parked in such manner as to impede or prevent ready access to any entrance of the Building by another vehicle.
- 19) The Lessee shall use the available laundry facilities only upon such days and during such hours as may be designated by the Lessor or the managing agent.
- 20) The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
- 21) Unless expressly authorized by the Board of Directors in each case, the floors of each apartment must be covered with rugs or carpeting, or equally effective noise-reducing material, to the extent of at least eighty (80%) percent of the floor area of each room excepting only kitchens, pantries, bathrooms, maid's rooms, closets and foyer.
- 22) No group tour or exhibition of any Apartment or its content shall be conducted, nor shall any auction sale be held in any Apartment without the consent of the Lessor or its managing agent.
- 23) The Lessee shall keep the windows of the Apartment clean. In case of refusal or neglect of the Lessee during ten (10) days after notice in writing from the Lessor or the managing agent to clean the windows, such cleaning may be done by the Lessor, which shall have the right, by its officers or authorized agents, to enter the Apartment for the purpose and to charge the cost of such cleaning to the Lessee.
- 24) The passenger and service elevators, unless of automatic type and intended for operation by a passenger, shall be operated only by employees of the Lessor, and there shall be no interference whatever with the same by Lessees or members of their families or their guests, employees or subtenants.
- 25) Complaints regarding the service of the Building shall be made in writing to the managing agent of Lessor.
- 26) Any consent or approval given under these House Rules by the Lessor shall be revocable at any time.
- 27) If there be a garage in the Building, the Lessee will abide by all arrangements made by the Lessor with the garage operator with regard to the garage and the driveways thereto.
- 28) The following rules shall be observed with respect to compactor or incinerator equipment:
 - i. All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel.

- ii. Debris should be completely drip-free before it leaves the Apartment and carried to the incinerator or compactor closet in a careful manner and in a drip-proof container; then placed into the hopper for disposal.
 - iii. No bottles or cans shall be dropped down the flue before 10:00 a.m. or after 5:00 p.m., but shall be left in a neat manner in service elevator area, if such items must be disposed of before 10:00 a.m. or after 5:00 p.m.
 - iv. Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into hopper opening. Bulky items should be left at service elevator area between 10:00 a.m. and 6:00 p.m. and service employee summoned to dispose of them by way of the service elevator.
 - v. Under no circumstance should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustible substances or lighted cigarettes or cigar stubs be thrown into the flue.
 - vi. Vacuum cleaner bags must never be emptied into the flue. Such dust, dirt, etc. should be wrapped in a securely tied bag or package and then be placed through hopper door panel into flue.
- 29) No Lessee shall install any plantings on the terrace, balcony or roof without the prior written approval of the Lessor. Plantings shall be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace, balcony or roof surface, and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. It shall be the responsibility of the Lessee to maintain the containers in good condition, and the drainage tiles and weep holes in operation condition.
- 30) The agents of the Lessor, and any contractor or workman authorized by the Lessor, may enter any Apartment at any reasonable hour of the day for the purpose of inspecting such Apartment to ascertain whether measures are necessary or desirable to control or exterminate any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin insects or other pests. If the Lessor takes measures to control or exterminate carpet beetles, the cost thereof shall be payable by the Lessee, as additional rent.
- 31) These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Lessor.

ACKNOWLEDGMENT OF HOUSE RULES AND APPLICANT'S RELEASE FORM

During my occupancy of the premises, I will not harbor any pets in the apartment. Further, I agree that this condition shall be binding upon any subtenant who occupies the premises during my ownership of the apartment.

By signing below, I (we) acknowledge receipt of the Linda Tenants Corp. House Rules and will abide by them. Further, the undersigned applicant(s) is (are) submitting an application to purchase/sublease said apartment.

Applicant has submitted payment for certain fees including, but not limited to, fees to check applicant's credit/back ground and to process the application.

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

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

Applicant (s) acknowledges that all application submitted to the Managing Agent/Cooperative Corporation will **NOT BE RETURNED**.

Apt. No.: _____

Name of Purchaser(s): _____

Signature of Purchaser(s): _____

Date: _____

SECTION 6

LEAD DISCLOSURE STATEMENTS

DISCLOSURE OF INFORMATION ON LEAD-BASED PAINT AND LEAD-BASED PAINT HAZARDS

Lead Warning Statement

Every purchaser of any interest in residential real property on which a residential dwelling was built prior to 1978 is notified that such property may present exposure to lead from lead-based paint that may place young children at risk of developing lead poisoning. Lead Poisoning in young children may produce permanent neurological damage, including learning disabilities, reduced intelligence quotient, behavioral problems, and impaired memory. Lead poisoning also poses a particular risk to pregnant women. The seller of any interest in residential real property is required to provide the buyer with any information on lead-based paint hazards from risk assessments or inspections in the seller's possession and notify the buyer of any known lead-based paint hazards. A risk assessment or inspection for possible lead-based paint hazards is recommended prior to purchase.

Seller's Disclosure (initial)

- _____ a) Presence of lead-based paint and/or lead-based paint hazards (check one below):
() Known lead-based paint and/or lead-based hazards are present in the housing
(explain): _____

() Seller has no knowledge of lead-based paint and/or lead-based paint hazards in the housing.
- _____ b) Records and reports available to the seller (check one below):
() Seller has provided the purchaser with all available records and reports pertaining to lead-based paint and/or lead-based paint hazards in the housing (list documents below).

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

Purchaser's Acknowledgments (initial)

- _____ c) Purchaser has received copies of all information listed above.
- _____ d) Purchaser has received the pamphlet *Protect Your Family from Lead in Your Home*.
- _____ e) Purchaser has (check one below):
() Received a 10-day opportunity (or mutually agreed upon period) to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards;
or
() Waived the opportunity to conduct a risk assessment or inspection for the presence of lead-based paint and/or lead-based paint hazards.

Agent's Acknowledgment (initial)

- _____ (f) Agent has informed the seller of the seller'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 provided by the signatory is true and accurate.

Seller: _____ Date: _____ Seller: _____ Date: _____

Agent: _____ Date: _____ Agent: _____ Date: _____

Purchaser: _____ Date: _____ Purchaser: _____ Date: _____

SECTION 7

ASSUMPTION OF ALTERATION AS IS AFFIDAVIT

PURCHASER'S ASSUMPTION OF "AS IS" CONDITIONS

Transferor: _____
Transferee: _____
Address: _____
Unit ____ (the "Premises")
Date: _____ 20____

I/We acknowledge and represent and warrant that I/we have inspected the Premises and am/are taking possession of the **Premises AS IS**.

I/we acknowledge that it is my/our obligation to insure that the Premise is in good condition and that it complies with the Rules and Regulations of the Cooperative. In no event shall the Cooperative or John B. Lovett & Associates, Ltd., the Management Company, be responsible to the Purchaser (s) or to any other party for any condition in or caused by the Premises other than obligations of the Cooperative which are specifically set forth in the Proprietary Lease.

I/we understand that the Cooperative or Management has not inspected the Premises and that any alterations which may have been made to the Premises by the Transferor, or prior owners of the Premises, including alterations not made in conformity with the Cooperative's Proprietary Lease, house rules, or local building codes are the sole responsibility of the Purchaser(s). The Cooperative makes no representation that any alterations to the Premises is, or was, approved by the Cooperative.

I/we agree that, in the event that there are or were any illegal or improper alterations to the Premises, or if there are repairs otherwise needed to the Premises necessitated by the conduct of the Transferor or former owners of the Premises, the correction of and the cost of such correction(s) and/or repair(s) shall be borne solely by the Purchaser.

[If applicable] I/we have been provided with copies of the annexed alteration agreements provided by the Transferor or former owners of the Premises to the Cooperative to perform alterations to the Premises (the "Alteration Agreement"). In order to induce the Corporation to consent to, and register on the records of the Corporation, the transfer of the Shares and Lease to the Premises to the undersigned, for good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged, the Seller hereby assigns and the Buyer ASSUMES AND AGREES TO PERFORM AND OBSERVE all the terms, covenants and conditions of the Alteration Agreement as if they were a signatory thereto. Henceforth, the term "Shareholder" as used in the Alteration Agreement shall mean the undersigned with the same force and effect as though the undersigned had been the original Shareholder thereunder. Any breach of this Assumption of the Alteration Agreement or of the Alteration Agreement shall constitute a breach of the Lease appurtenant to the Apartment. This Assumption of Alteration Agreement shall be binding on, and enforceable against, the undersigned and the undersigned's estate, heirs, executors, administrators, personal representatives, successors and assigns.

Seller

Buyer

Seller

Buyer

Notarizations on next page

State of New York } **ss**
County of }

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

Notary Public

State of New York } **ss**
County of }

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

Notary Public

**LAST
PAGE
OF THIS
DOCUMENT**