



44 Prospect Park West of Brooklyn Corporation  
44 Prospect Park West  
Brooklyn, NY 11215

Application for Sale or Sublease of Apartments

The Board of Directors must give its approval before the sale, sublease or other transfer of any apartment. To facilitate the orderly process of applications for these purposes, the following guidelines have been adopted by the Board of Directors.

Application and Documentation

The Board will not review any application until certain minimum documentation is received (the Board may request additional documentation if it believes this is advisable). The documentation should be given as a whole package, not piecemeal. The complete package should be delivered or mailed to the Management Office at:

Excel Bradshaw Management Group, LLC  
393 Old Country Rd., Suite 204  
Carle Place, NY 11514  
Attn: Elizabeth Madray

For the Sale of an Apartment

- a) Application form completed and signed by prospective purchaser(s).
- b) Copies of loan applications and final commitments from lenders or others supplying funds to the applicant(s).
- c) Copy of contract of sale (signed by all parties).
- d) 2 years of Income Tax Returns with W2 Forms.
- e) Two (2) letters of reference from each applicant:  
One must be from present employer confirming date of employment, current rate of compensation and the likelihood of continued employment.
- f) Four (4) most recent pay stubs.
- g) Copies of all current bank statements.
- h) House Rules acknowledgement and receipt (Enclosed).
- i) Lead Paint Disclosure Form (Enclosed)
- j) Window Guard Rider (Enclosed)
- k) All fees should be included with Application (Co-op, Management)

For the Sublease of an Apartment

- a) Application form completed and signed by prospective subtenant(s).
- b) Copy of signed Sublease Agreement
- c) Two (2) letters of reference from each applicant.  
One must be from present employer confirming date of employment, current rate of compensation and the likelihood of present employment.
- d) Two (2) most recent pay stubs.
- e) House Rules acknowledgement and receipt (Enclosed).
- f) Lead Paint Disclosure Form (Included)
- g) Window Guard Rider (Enclosed)
- h) Rider A to Sublease (Enclosed)
- i) All fees should be included with Application (Co-op, Management, Move-in, etc.)



#### Co-op Application Fees:

A non-refundable application fee of **\$250** is required with every application to purchase or sublet an apartment. A bank check or money form for that amount, made **payable to 44 Prospect Park West of Brooklyn Corp.** must accompany the completed application package.

#### Fees for Purchasing:

A non-refundable application/processing fee of **\$450** is required if purchasing an apartment with every application. If the application consists of three or more adults, an additional \$50 for each applicant must be added to the fee. A bank check or money order for that amount **payable to Excel Bradshaw Management Group, LLC** must accompany the completed application. A **\$75** per person fee is required, payable to **Excel Bradshaw Management Group, LLC** for the credit checks that will be run for all prospective purchasers. In the event that a questionnaire is required, a fee in the amount of **\$125** will be required prior to submission, payable to **Excel Bradshaw Management Group, LLC**.

**At closing, a transfer fee of .5% of the sales price will be due from both the buyer and the seller.**

#### Application Fee for Sublease:

A non-refundable application/processing fee of **\$250** with every application to sublet an apartment. If the application consists of three or more adults, an additional \$50 for each applicant must be added to the fee. A bank check or money order for that amount to be made **payable to Excel Bradshaw Management Group, LLC** must accompany the completed application. A **\$75** per person fee is required, payable to **Excel Bradshaw Management Group, LLC** for the credit checks that will be run for all prospective subtenants.

#### Move-in / Move-out Fee:

A non-refundable Move-in / Move-out fee of **\$250** for weekday moves (**\$500** for weekend or evening moves) is to be provided prior to moving. A money order or bank check **payable to 44 Prospect Park West of Brooklyn Corp.** must be provided at the closing of the sale (or with the application for Sublets).

#### Interview

A personal interview of each applicant and all adults who will be living in the apartment is required. The interview will take place during a regularly scheduled monthly Board meeting. The complete application package should be received at least ten (10) days before the interview.

The Board will make its determination only after the personal interview. The apartment owner and applicant will be notified of the Board's determination within a reasonable amount of time thereafter.

It is the responsibility of those persons interested in the prospective sale or sublease or transfer to arrange their transactions and plans to fit the above schedule. The Board will not be required (nor should be expected) to rush its consideration of any application to suit the convenience of those who disregard these guidelines. Please plan ahead and provide your attorney, your broker and all involved with the above procedures as early in the discussion phase of the transaction as possible.

With your cooperation, the process of reviewing applications will be orderly and efficient. We are certain each tenant-shareholder understands that this important function of the Board cannot be undertaken in any other fashion. Please direct all questions regarding this application and any of the forms / procedures to Elizabeth Madray at 516-333-7730 x.205 or LMadray@ebmg.com. Liz can also be reached by fax at 516-333-6182.



AUTHORIZATION FORM FOR CONSUMER REPORTS / CREDIT APPLICATION

In connection with your application for tenancy, understand that consumer reports which may contain public record information may be requested or made on you including consumer credit, criminal records, landlord tenant court records and others. Further, understand that information from various Federal, State, local and other agencies which contain your past activities may be requested.

By signing below, you hereby authorize without reservation, any part or agency contacted by Excel Bradshaw Management Group or CoreLogic SafeRent, Inc., to furnish the above-mentioned information. You also agree that a fax or photocopy of this authorization with your signature be accepted with the same authority as the original. By signing below, you also authorize without reservation CoreLogic SafeRent, Inc. to provide an applicant's information to various government, law enforcement and Consumer Reporting Agencies.

You have the right to make a request of CoreLogic SafeRent, Inc., upon proper identification and the payment of any legally permissible fees, for the information in its files on you at the time of the request.

You hereby authorize and request, without any reservation, any present or former police department, financial institution, consumer reporting agencies or other person or agencies having knowledge about you to furnish CoreLogic SafeRent, Inc. with any and all background information in their possession regarding you, in order that your qualifications may be evaluated.

CoreLogic SafeRent, Inc.  
7300 Westmore Road – Suite 3  
Rockville, MD 20850 – 5223

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Full Name: First \_\_\_\_\_ Middle \_\_\_\_\_ Last \_\_\_\_\_

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

City: \_\_\_\_\_ State \_\_\_\_\_ ZIP \_\_\_\_\_

Social Security Number \_\_\_\_\_

*The following is for identification purposes only to perform the background check.*

Date of Birth \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Gender (M / F)

Signature \_\_\_\_\_

Date \_\_\_\_\_

**PROSPECT PARK WEST OF BROOKLYN CORPORATION**  
**44 Prospect Park West**  
**Brooklyn, New York 11215**

**APPLICATION FOR SALE OR SUBLEASE OF APARTMENT**

**RE:     Apartment No. \_\_\_\_\_**

1. Applicant's Name	1. Applicant's Name
Address:	Address
Home Telephone:	Home Telephone:
Business Telephone:	Business Telephone:

2. Name and address of applicant(s) attorney: \_\_\_\_\_

3. State the exact name or names to appear on the owner's stock certificate, proprietary lease or sublease. If the apartment is to be owned in the name of the applicant's spouse or another; or if jointly, "as joint tenants with right of survivorship" and not as "tenants in common", please specify. \_\_\_\_\_

4. Occupation:	4. Occupation:
Employer's name and address:	Employer's name and address:
Employer's Telephone:	Employer's Telephone:
5. Names, ages and relationship to applicant(s) of all persons who will reside in the apartment:	
6. School(s) & colleges attended:	5. School(s) & Colleges attended:
Degree(s):	Degree(s):

7. Clubs and societies to which applicant(s) belong(s):	
Clubs:	Clubs:
Societies:	Societies:

8. Names of all residents in the building who know the applicant(s):


9. Do(es) the applicant(s) wish to maintain any pets? Please specify.

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10. Do(es) the applicant play any musical instrument? Please specify.

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11. Do(es) the applicant wish to make any alterations to the apartment? Please specify.

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12. Name & address of present landlord	12. Name & address of present landlord
Telephone:	Telephone:
Length of occupancy:	Length of occupancy:
13. Name & address of previous landlord	Name & address of previous landlord
Telephone:	Telephone:
Length of occupancy:	Length of occupancy:

14. Please provide the names and address of three financial references (indicate bank accounts numbers)

Bank:	Bank:

Bank:	Bank:
Account No.	Account No.
Bank:	Bank:
Account No.	Account No.
15. Name & address of person to contact for information regarding applicant's current source of income:	15. Name & address of person to contact for information regarding applicant's current source of income:
Telephone:	Telephone:
16. Personal References (Please list three)	16. Personal References (Please list three)
Name & address:	Name & address:
Telephone:	Telephone:

Name & address:	Name & address:
Telephone:	Telephone:

Name & address:	Name & address:
Telephone:	Telephone:

17. Broker's name and address:

Telephone:

18. State purchase price for apartment and identify all sources of funds:

Price: \$ \_\_\_\_\_

Sources: A:	_____	\$	_____
B:	_____	\$	_____
C:	_____	\$	_____
D:	_____	\$	_____
E:	_____	\$	_____

Total sources of funds:	\$	_____
(should equal purchase price)		

19. Applicant(s) has/have furnished to 44 Prospect Park West of Brooklyn Corporation ("Apartment Corp.") a true copy of the contract of sale/sublease agreement for the subject apartment and true copies of all loan applications and commitments for loans to be used to finance the purchase of the apartment.

20. Applicant(s) represent(s) that there are and will be no other understandings or agreements concerning the purchase/sublease of the subject apartment except as contained in the contract of sale/sublease agreement.

21. Applicant(s) understand(s) that the information furnished in this application and otherwise furnished by applicant(s) is essential to determining applicant(s) qualifications for purchasing/ subleasing the subject apartment and that the Apartment Corp. is relying on the truth, accuracy and completeness of all such information in making this determination.

22. This application does not constitute any kind of obligation of the Apartment Corp. and is subject to request for additional information and other requirements of the Apartment Corp.

23. Applicant(s) grant(s) permission to the Apartment Corp. to contact all persons listed above as well as credit reporting agencies in connection with this application and applicant(s) shall pay all costs incurred, whether or not this application is approved. It is also understood that 44 Prospect Park West of Brooklyn corporation, Excel Bradshaw Management Group, LLC and its employees are held harmless for any information or decision resulting from this request.

# FINANCIAL STATEMENT

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

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			Notes Payable:		
Money markets Funds			To Banks		
Contract Deposit			To Relative		
Investments: Bonds & Stocks			To Others		
-see schedule			Installment Accounts Payable:		
Investment in Own Business			Automobile		
Accounts and Notes Receivable			Other		
Real Estate Owned - see schedule			Other Accounts Payable		
Year      Make			Mortgages Payable on Real		
Automobiles:			Estate - see schedule		
Personal Property & Furniture			Unpaid Real Estate Taxes		
Life Insurance			Unpaid Income Taxes		
Cash Surrender Value			Chattel Mortgages		
Retirement Funds/IRA			Loans on Life Insurance Policies		
401K			(Include Premium Advances)		
KEOGH			Outstanding Credit Card Loans		
Profit Sharing/Pension Plan			Other Debts - itemize		
Other Assets			<b>TOTAL LIABILITIES</b>		
<b>TOTAL ASSETS</b>			<b>NET WORTH</b>		
<b>COMBINED ASSETS</b>					
<b>SOURCE OF INCOME</b>			<b>COMBINED</b>		
	Applicant	Co-Applicant			
Base Salary			<b>CONTINGENT LIABILITIES</b>		
Overtime Wages			As Endorser or Co-maker on Notes	\$	
Bonus & Commissions			Alimony Payments (Annual)	\$	
Dividends and Interest Income			Child Support	\$	
Real Estate Income (Net)			Are you defendant in any legal action?		
Other Income - itemize			Are there any unsatisfied judgments?		
<b>TOTAL</b>			Have you ever taken bankruptcy? Explain:		
<b>GENERAL INFORMATION</b>					
	Applicant	Co-Applicant			
Personal Bank Accounts at			<b>PROJECTED EXPENSES / MONTHLY</b>		
Savings & Loans Accounts at			Maintenance		
Purpose of Loan			Apartment Financing		
			Other Mortgages		
			Bank Loans		
			Auto Loan		
			<b>TOTAL</b>		



**SCHEDULE OF BONDS AND STOCKS**

Amount of Shares	Description (Extended Valuation in Column)	Marketable Value	Non-Marketable Value

**SCHEDULE OF REAL ESTATE**

Description and Location	Cost	Actual Value	Mortgage Amount	Maturity Date

**SCHEDULE OF NOTES PAYABLE**

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

To Whom Payable	Date	Amount	Due	Interest	Pledged as Security

The foregoing application (pages 1 through 5) has been carefully prepared, and the undersigned hereby solemnly declare(s) and certify(s) that all the information contained herein is true and correct.

Date \_\_\_\_\_ 20\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_ 20\_\_\_\_

Signature \_\_\_\_\_

**Excel Bradshaw Management Group  
As Agent for: 44 Prospect Park West  
501 Surf Avenue  
Brooklyn, NY 11224**

**AUTHORIZATION TO OBTAIN A CREDIT REPORT**

**IN ORDER TO COMPLY WITH THE PROVISIONS OF SECTION 6.06  
(A) OF THE FEDERAL FAIR CREDIT REPORTING ACT, I  
AUTHORIZE YOU TO RETAIN A CREDIT REPORTING AGENCY,  
WHICH AGENCY MAY OBTAIN, FURNISH AND USE  
INFORMATION ON MY CHARACTER, AND GENERAL  
REPUTATION, AS WELL AS INFORMATION REGARDING MY  
EMPLOYMENT, INCOME, CREDIT ACCOUNTS, AND BANKING  
INFORMATION.**

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

**SS#:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

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

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

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

**SS#:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_

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

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



44 Prospect Park West of Brooklyn Corp.

HOUSE RULES ACKNOWLEDGEMENT

Re: Apartment \_\_\_\_\_

I have received a copy and read the current House Rules for 44 PROSPECT PARK WEST OF BROOKLYN CORP. and abide by them.

I also understand that I may not move into the building until:

- The Board of Directors has approved my application
- I/we have paid all required move-in fees and deposits and have scheduled a move-in date with the Superintendent.

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

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

## **HOUSE RULES**

**44 PROSPECT PARK WEST OF BROOKLYN CORP.**

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## **A. Rules Governing Apartments**

### **1. Maintenance**

1.1 Each Lessee shall keep the apartment in a good state of preservation and cleanliness. The Lessor or its designees shall have the right to enter any apartment should questions arise regarding hazards within an apartment, such as, but not limited to, conditions causing leaks or the presence of vermin, and to take such steps as the Lessor deems necessary to repair such conditions.

1.2 Washing machines, dryers, jacuzzis, whirlpools or similar devices are not permitted in any apartment.

1.3 Bath tubs, sinks, toilets, plumbing fixtures and other plumbing devices in the apartment shall not be used for any purposes other than those for which they were constructed nor shall any rubbish, rags or other foreign particles be disposed of intentionally or accidentally through the plumbing system. The cost of repairing any damage resulting from any such misuse shall be paid for by the Lessee in whose apartment it shall have been caused.

1.4 Windows may not be disassembled, altered or defaced in any manner whatsoever. Any and all damage resulting from misuse of windows shall be the personal responsibility of the Lessee.

1.5 No articles, signs, antennas, awnings or items of any kind shall be placed on or affixed to the exterior of the building or hung from the windows.

1.6 Nothing shall be placed on window sills or fire escapes.

1.7 Window air conditioners shall be placed only in locations where they do not constitute a hazard to those below, as determined by the Managing Agent. Nothing shall be projected out any window of the building without similar approval.

1.8 When in the Board's sole discretion it is necessary, for the health or safety of residents, for the Board to carry out work that is a shareholder's responsibility but that the shareholder has not performed, the Board will levy a surcharge of 20% of all work and work-related costs to compensate the Corporation for arranging and supervising the work.

### **2. Noise**

2.1 No resident, visitor, or invitee in any apartment shall make or permit any disturbing noises or activity in the building which will interfere with the rights, comfort, or convenience of others.

2.2 No resident, visitor, or invitee shall play or allow to be played any musical instrument, audio, or electronic equipment between 10:00 pm and the following 8:00 am if the same shall annoy or disturb other occupants of the building.

2.3 No resident, visitor, or invitee shall operate exercise equipment such as stationary bicycles, treadmills or perform floor exercises between 10:00 pm and the following 8:00 am if the same shall annoy or disturb other occupants of the building.

2.4 Construction work, repair work or installations are allowed only from 9:00 am to 4:00 pm, Monday-Friday (not including legal holidays). There is an hour's grace at the beginning and end of the workday when equipment can be moved in and out of the apartment. All workers must be out of the building by 5:00 pm. On Saturdays work may only take place between 10:00 am and 4:00 pm, with an hour's grace at the beginning and ending of the work day. All workers must be out of the building by 5:00 pm. Work that produces excessive noise that may disturb neighbors (e.g., the use of power tools or heavy machinery) is not permitted on Saturdays.

2.5 Apartment floors, other than those located in bathrooms, kitchens and closets, must be covered by rugs, carpeting or equally effective noise-reducing materials over at least 80% of each room.

## **B. Use of Common and/or Public Areas**

**FOR THE PURPOSES OF THESE RULES AND REGULATIONS, THE FOLLOWING CONSTITUTE COMMON AND/OR PUBLIC AREAS: HALLS, STAIRWAYS, ELEVATORS, SIDEWALKS, GROUNDS, BASEMENT FACILITIES, AND LOBBY**

### **1. Lobbies, Grounds, etc.**

1.1 Smoking is prohibited in all indoor public areas. Consumption of food or drink from open containers is not permitted in the lobby, common hallways, stairways, laundry room, storage room, or elevator.

1.2 Public access areas shall not be obstructed or used for any purposes other than that of entry to or exit from the building.

1.3 Tricycles, bicycles, baby carriages, shopping carts, packaging cases, open umbrellas, and the like shall not be left in the common areas of the building. Wet shoes/boots and other personal property shall not be left in the hallways overnight.

1.4 In the event that any apartment is used for home occupation purposes which are permitted by law, no patients, clients or other invitees may be permitted to wait in any lobby, public hallway, or vestibule.

1.5 No signs, notices, or advertisements shall be displayed in public areas without the prior consent of the Board of Directors.

1.6 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 the Lessees to whose apartments such hall serves as a means of passage; in the event of disagreement among such Lessees, the Board of Directors shall decide the issue.

1.7 Residents shall not cause any disturbances in the common areas that might interfere with other Lessee rights and comfort. Children shall not be permitted to play in the halls, stairways or lobby of the building.

1.8 Neither the apartment owner nor their family, guests, invitees, household employees, agents, and tenants shall enter upon the roof of the building except as directed by the Board.

1.9 Tricycles, bicycles and rollerblades are prohibited in common areas.

1.10 No heavy deliveries shall be made through the main entrance of the building nor shall any heavy items be carried out through the main entrance of the building.

1.11 Lawns may not be used for any purpose that may impair their condition.

1.12 The use of wading pools in the back yard is forbidden.

## **2. Elevator**

2.1 Smoking is prohibited in the elevator.

2.2 Open containers of food or beverage are not permitted in the elevator.

2.3 Children are not permitted to play in the elevator, and must be accompanied by a responsible adult while in the elevator if under seven years of age.

## **3. Laundry Room and Laundry Machines**

### **NOTE: NO WASHING MACHINE OR DRYER IS PERMITTED IN ANY APARTMENT IN THE BUILDING**

3.1 Lessees are not permitted to use the laundry facilities except on days and hours as designated by the Board of Directors.

3.2 Lessees are responsible for the proper use of the laundry equipment. Damage to laundry equipment due to improper use by a resident shall be paid for by that resident.

3.3 The Lessor shall have the right from time to time to curtail or relocate any space devoted to laundry purposes.

## **4. Storage**

4.1 Lessees who utilize the storage room must place articles in a space designated by the Lessor.

4.2 All articles must be labeled with the Lessee's name and apartment number.

4.3 Rubber tires, mattresses, or any other kinds of combustible items are not permitted in the storage room.

4.4 The Lessor may curtail or relocate, at its discretion, any allocated storage space.

## **5. Bicycles**

5.1 Bicycles shall be stored in a separate, locked room adjacent to the back door.

5.2 Bicycles are stored at the Lessee's risk.

## **6. Service Rooms and Trash Compactor**



- 6.1 No trash is to be deposited on the floor of the service room
- 6.2 Day-to-day household refuse must be wrapped in drip-free bags and dropped into the compactor chute in the service room on each floor.
- 6.3 Combustible or highly inflammable substances, such as oil-soaked rags, aerosol cans, and paint cans shall not be dropped into the compactor chute; these items shall be placed neatly in the designated areas in the basement.
- 6.4 Tobacco products (lighted cigarettes, cigars, matches or tobacco cinders) are not permitted to be deposited in the compactor chute.
- 6.5 Kitty litter, contents of vacuum bags or similar materials shall not be dropped down the compactor chute. These items shall be placed in securely-sealed plastic bags in the basement in designated collection areas.
- 6.6 Bulky items, such as large cartons or furniture, shall be placed in designated areas in the basement.
- 6.7 Residents and their guests, employees, or invitees may not place any items outside the building or on the grounds or sidewalks for intended pick-up by the New York City trash collection personnel or recycling trucks.

## **7. Recycling**

- 7.1 Lessees shall comply with all laws and regulations regarding recycling, as well as rules and regulations that may be adopted by the Lessor from time to time. Any costs incurred by the Lessor in the enforcement of these rules, of recycling laws or regulations, or in the defense of alleged violations of same caused by any Lessee, shall be borne by the Lessee including, but not limited to, attorney's fees, costs, fines or other penalties. Such costs shall be payable by the Lessee to the Lessor as additional rent.
- 7.2 Recyclable materials such as glass, metal, or plastic shall not be dropped into the compactor chute; such materials shall be rinsed to remove food residue and thereafter placed in specified areas indicated in the basement of the building.
- 7.3 Newspapers and magazines are to be placed in designated recycling areas.

## **C. Security**

- 1.1 No resident shall buzz in a person from outside the building whose presence in the building is not anticipated by him or her. Any unexpected person purporting to be a service repairman, Con Edison representative, letter carrier, cable TV representative, UPS employee and the like shall show proper credentials to the doorman or be referred to the building's superintendent for access.
- 1.2 Lessees are required to deposit with the Lessor duplicate keys for all entry locks to any apartment. In the event of a lock replacement, Lessees are required to provide a new key to the Lessor for each lock replaced.

1.3 If locks or keys are changed and/or the Managing Agent does not have an access key, the Managing Agent or his designee shall have the right to enter an apartment by breaking the locks and/or door if an emergency arises. Emergency conditions shall be determined at the discretion of the Managing Agent. The resident shall pay the total cost of restoration for any damage incurred.

1.4 The agents of the Lessor Corporation shall, upon reasonable notice, be allowed access to the apartment for the purpose of making needed repairs or inspections, provided that such access is during the normal working day (8:00 am to 6:00 pm) except in case of emergency. If said inspection reveals the need for corrective measures, e.g., repairs, cleanup or removal of material/equipment due to a resident's conduct or negligence, then the cost incurred for accomplishing such corrective measures shall be borne by the Lessor.

1.5 *Lost keys:* The co-op will charge a \$50.00 fee to anyone whose loss of keys requires assistance by building staff outside normal working hours. It will apply to all requests for keys after 5:00 pm on weekdays; on weekends; or if building staff have to make a special trip to the building to open a resident's apartment. The fee will appear on the resident's next maintenance bill.

#### **D. Moving In or Out**

1.1 Moves into or out of the building should take place between Monday and Friday, and are subject to a \$250 fee. Those wishing to move in or out on an evening, holiday, Saturday or Sunday may only do so with prior approval from the Board of Directors; the fee for such moves is \$500.

1.2 The move in/move out fee must be paid in advance of the move in the form of a check or money order made payable to 44 Prospect Park West of Brooklyn Corp.

1.3 This fee applies to all moves into or out of the building, whether the result of the sale or sublease of an apartment. The only exception will be for an apartment that is sublet fully furnished, requiring no furniture or equipment to be brought into or taken out of the building.

#### **E. Alterations and/or Changes to Interiors of Apartments**

1.1 Any shareholder desiring to make any alteration or change to the interior of an apartment must submit a completed Alteration Agreement to the Board for approval. A refundable security deposit of \$500 is required for any project (e.g. rewiring, new kitchen cabinets) that does not involve demolition of walls or alterations to the layout of an apartment. The deposit will be used to offset costs incurred by the co-op as a result of the work with unexpended amount returned to the shareholder on completion of the project. Consent from the Board of Directors will be in writing and will contain clauses assuring that the Corporation will not bear any additional costs in insurance or as a result of damage to other units and may specify any additional criteria as deemed necessary by the Board to protect the Corporation and building from harm as a result of the work.

1.2 For renovations requiring demolition or alteration of walls and floors and/or any construction requiring DOB permits, shareholders must complete a long-form Alteration Agreement and submit it to the Board for approval. The Board may, at its discretion, have the proposed work reviewed by an independent architect or structural engineer. The cost of such a review and all related administrative and legal costs will be borne by the requesting shareholder(s). For this type of renovation project, the refundable security deposit will be \$3,000. The deposit will be used to offset costs incurred by the co-op as a result of the work, such as damage to common areas or to the building's mechanical systems. It does not cover the cost to repair any damage to the interiors of apartments resulting from renovations in another apartment. The unexpended amount shall be returned to the shareholder on completion of the project. Consent from the Board of Directors will be in writing and will contain clauses assuring that the Corporation will not bear any additional costs in insurance or as a result of damage to other units and may specify any additional criteria as deemed necessary by the Board to protect the Corporation and building from harm as a result of construction.

1.3 If the proposed work will expose under-floor or in-wall plumbing (e.g., re-tiling a bathroom floor), the co-op must be allowed to have its designated plumber inspect and replace any pipes revealed. The cost of the work to inspect and, if necessary, replace any pipes will be borne by the co-op.

1.4 Where DOB permits are required, the co-op does not allow for self-certification of DOB documents.

## **2. Combining apartments**

2.1 If the combination of 2 apartments is approved by the Board, the maintenance for the combined apartments will be the sum of the maintenance of the 2 original apartments, and the shares of the combined apartment will be the sum of the shares of the 2 original apartments.

2.2 If the Board approves the work in principle, the shareholder must submit to the Board a long-form Alteration Agreement and the plans for the proposed work, drawn up by a qualified architect or engineer, along with the results of any environmental tests carried out (e.g., lead, asbestos). For this type of renovation project as well, the refundable security deposit will be \$3,000. The deposit will be used to offset costs incurred by the co-op as a result of the work with unexpended amount returned to the shareholder on completion of the project.

2.3 The Board will have the proposed work reviewed by an independent architect or structural engineer. The cost of the review and all administrative and legal costs related to the project will be borne by the requesting shareholder(s). Consent from the Board of Directors will be in writing and will contain clauses assuring that the Corporation will not bear any additional costs in insurance or as a result of damage to other units and may specify any additional criteria as deemed necessary by the Board to protect the Corporation and building from harm as a result of construction.

Renovation work is not deemed approved until all conditions set by the board and its appointed engineer or architect are satisfied and final Board consent is granted in writing.

2.4 The maximum duration of the project may not exceed 16 weeks. Only decorative work (e.g., painting, wallpapering, carpeting) may continue beyond the completion date without specific written permission by the Corporation. If the work shall not have been completed by the completion date, the Corporation shall be entitled to apply, from the security deposit, the sum of \$100 per day for each calendar day the work remains undone.

2.5 If the proposed work will expose under-floor or in-wall plumbing, the co-op must be allowed to have its designated plumber inspect the pipes and determine if any need to be replaced. The cost of the work to inspect and, if necessary, replace any pipes will be borne by the co-op. The owner's contractor may carry out the work if plumbing has been subcontracted to a plumber, but the building's plumber must be called in to consult on the work and to provide the Board with an estimate of the cost of reimbursable work. Reimbursement of the owner will be based on this estimate, not the actual amount billed by the contractor unless the contractor's final bill is lower. If no plumbing contractor is involved the work will be done by the building's plumber.

### **3. *Notifications***

3.1 Shareholders who are planning work that produces fumes must notify the Board and the superintendent at least 48 hours in advance of the work so that notices may be posted alerting residents to the possibility of fumes.

### **4. *Weekend work***

4.1 Work on Saturday may only take place between 10:00 am and 4:00 pm. There is an hour's grace at the beginning and end of the workday when equipment can be moved in and out of the apartment. All workers must be out of the building by 5 pm. (see §2.2.4., above). No work is permitted on Sundays.

4.2 No work that produces noise (see §2.2.4, above) or fumes is permitted on Saturday. Such work includes but is not limited to major plumbing repairs (except in an emergency), sanding and/or refinishing floors, resurfacing bathtubs.

### **5. *Damage to adjacent apartments***

5.1 The repair of any damage to the interior of one apartment caused by the action or inaction of the owner of another apartment is the sole responsibility of the shareholder(s) who caused the damage, not the corporation, and the corporation shall not be held liable for any such repair and/or damage. The owner(s) of the damaged apartment(s) must present their claim to the shareholder(s) whose action caused the damage. All arrangements for making the necessary repairs are to be handled in a timely manner by the shareholders involved, without the intervention of the Board of Directors of the corporation.

## **F. Sales and Subleases of Apartments**

A non-refundable application fee of \$250 is required with every application to purchase an apartment. A check for that amount, made payable to 44 Prospect Park West of Brooklyn Corp., must accompany each completed application package.

## **1. Transfer Fee**

1.1 A transfer fee of 0.5% of the sale price of the apartment will be charged to both the seller and the buyer. This fee is to be paid at the closing in the form of a check or money order made payable to 44 Prospect Park West of Brooklyn Corp.

## **2. Sublet Policy**

2.1 With written Board approval, a Lessee may sublet his/her apartment for a period of one year. Under special circumstances, and at the Board's discretion, the sublet may be extended for one additional year. Board approval of the subtenant for the second year of subletting (whether the original subtenant or a new subtenant) will also be required.

2.2 *Application:* The prospective subtenant(s) must complete an application form, supply a copy of the sublease, and appear before the Board for a personal interview. The application must be accompanied by a check for the non-refundable fee of \$250, made payable to 44 Prospect Park West of Brooklyn Corp. The fee is imposed on the prospective subtenant(s).

2.3 *Sublet fees:* If the Board approves a Lessee's request to sublet his/her apartment, the shareholder shall pay the following fee:

first year of sublet	one month's maintenance
second year of sublet	two months' maintenance

The Board will notify the shareholder, in writing, of its decision about the request to sublet. If the sublet is approved, the sublet fee will appear on the first maintenance bill after the date of notification of approval.

2.4 Sublessees shall be bound by these *House Rules and Regulations*. Sublessors are responsible to the Corporation for compliance with these Rules and Regulations. Sublessees may not prevent nor impede the Sublessors from fulfilling their obligations to the Corporation.

2.5 The provisions of this section do not apply to holders of unsold shares or sponsor-owned apartments as outlined in the Proprietary Lease and the Offering Plan including Amendments thereto.

2.6 Apartments may not be used as bed-and-breakfasts. No income producing, short term rentals, either privately arranged or brokered by external agencies, will be allowed under any circumstances.

## **3. Open Houses**

3.1 Shareholders who wish to hold an open house on Saturday or Sunday before the start of the weekend security guard's shift must contact the managing agent at least 5 business days before the event to arrange security guard coverage for the duration of the open house.

3.2 The shareholder will be billed the amount charged by the contracted security company for the additional security coverage.

3.3 Shareholders who fail to arrange for the required security guard will be fined as follows:

*First occurrence:* double the cost of the security coverage

*Subsequent occurrences:* four times the cost of security coverage.

Security costs and fines will be added to the shareholder's next maintenance bill.

## **G. Refinancing and Home Equity Lines of Credit**

1.1 Secured debt on any apartment may never exceed 80% of the apartment's appraised value.

1.2 Board approval is required for any refinance or HELOC that meets one of the following criteria:

(a) The refinance is being sought within the first 2 years of ownership AND the refinanced amount is greater than the original mortgage plus closing costs.

(b) A *new* HELOC *in any amount* is being sought within the first 2 years of ownership.

(c) After 2 years of ownership the refinance or HELOC will increase the shareholder's total debt secured by co-op shares by \$50,000 or more.

1.3 Refinancing in the 3<sup>rd</sup> year of ownership or later for the amount of an existing mortgage or HELOC or for a mortgage/HELOC that increases secured debt by *less* than \$50,000 will not normally require Board approval.

1.4 Should the cumulative effect of a refinance and a subsequent application for a HELOC raise a shareholder's *cumulative* debt above the \$50,000 limit of the mortgage/HELOC that existed at the time of the first refinance/HELOC, the Board may require that the shareholder submit an application for the second loan.

1.5 In all cases, the Board may refuse to approve either a refinance or a HELOC application if it feels the total secured debt poses excessive risk to the Corporation.

## **H. Maintenance Payments**

Monthly maintenance payments are payable on the first of the month to 44 Prospect Park West of Brooklyn Corp. Payments received after the 15<sup>th</sup> of the month are subject to a late fee of \$25, which will appear on the next month's maintenance bill.

## **I. Pets**

1.1 A maximum of 2 dogs and/or 3 cats is permitted in any apartment.

1.2 Dogs are permitted on the elevator and in any of the public portions of the building on a leash. No pigeons or other birds or animals shall be fed from the window sills, in

the yard, court spaces, other public portions of the building, or on the sidewalk of the street adjacent to the building. Bird feeders are strictly prohibited on the property.

1.3 Dogs must be properly licensed by the appropriate city agency.

1.4 Any damage caused by a shareholder's pet shall be fully reimbursed to the Corporation by the shareholder.

## **J. Staff**

1.1 Complaints or concerns about services in the building shall be submitted in writing to the Managing Agent and/or Superintendent, specifying details of the problem and the time and names of individuals involved, if relevant. Complaints must be signed and dated.

1.2 If the complaint cannot be resolved by the Managing Agent, the Board of Directors shall review the complaint and make a disposition.

1.3 Employees associated with or working for the Corporation are prohibited from performing private work for anyone, whether on or off the property, during their regular working hours.

1.4 No resident may interfere with the duties of any property staff member, nor shall any resident attempt to give personal orders to any member of the property staff.



## RIDER A TO SUBLEASE OF COOPERATIVE UNIT

This rider dated \_\_\_\_\_ attached to and part of lease dated \_\_\_\_\_ between \_\_\_\_\_ as landlord and \_\_\_\_\_ as subtenant in Apt. # \_\_\_\_\_ at 44 Prospect Park West of Brooklyn Corp. in Brooklyn, NY.

This agreement made part of lease dated \_\_\_\_\_ as follows;

In the event of bank foreclosure or if maintenance charges, etc. become delinquent on the unit \_\_\_\_\_ at 44 Prospect Park West, Brooklyn, NY upon written notice from The Board of Directors or Managing Agent to subtenant, subtenant shall make all future monthly rental payments to The Board of Directors. Payments shall be payable in the following manner:

44 Prospect Park West of Brooklyn Corp.  
C/O Excel Bradshaw Management Group, LLC  
393 Old Country Road, Suite 204  
Carle Place, NY 11514

The payment of the monthly rent to the Board and the acceptance of the rent by the Board shall not constitute a landlord/tenant relationship between the parties.

Upon resolution of all delinquent charges subtenant shall resume paying landlord, upon notice by The Board of Directors or Managing Agent.

\_\_\_\_\_  
SHAREHOLDER:

\_\_\_\_\_  
TENANT:





State of New York  
Division of Housing and Community Renewal  
Office of Rent Administration  
Web Site: www.nysdhcr.gov

**NOTICE TO TENANT  
DISCLOSURE OF BEDBUG INFESTATION HISTORY**

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

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

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

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

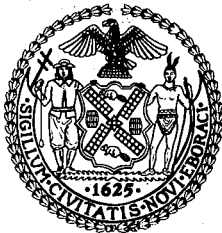
Date of vacancy lease: \_\_\_\_\_

**BEDBUG INFESTATION HISTORY**  
(Only boxes checked apply)

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

Signature of Tenant(s): \_\_\_\_\_ Dated: \_\_\_\_\_

Signature of Owner/Managing Agent: \_\_\_\_\_ Dated: \_\_\_\_\_



**THE CITY OF NEW YORK**  
DEPARTMENT OF HEALTH

Rudolph W. Giuliani  
Mayor

Neal L. Cohen, MD  
Commissioner

# Notice to Tenant or Occupant

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

Your landlord is required by law to install window guards in your apartment if a child 10 years of age or younger lives in your apartment,

OR

if you ask 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, or to fail to complete and return this form to your landlord. If this form is not returned promptly, an inspection by the landlord will follow.*

**CHECK WHICHEVER APPLY:**

☐ CHILDREN 10 YEARS OF AGE OR  
YOUNGER LIVE IN MY APARTMENT

☐ WINDOW GUARDS ARE  
INSTALLED IN ALL WINDOWS\*

☐ NO CHILDREN 10 YEARS OF AGE OR  
YOUNGER LIVE IN MY APARTMENT

☐ WINDOW GUARDS ARE NOT  
INSTALLED IN ALL WINDOWS\*

☐ I WANT WINDOW GUARDS EVEN THOUGH  
I HAVE NO CHILDREN 10 YEARS OF AGE  
OR YOUNGER

☐ WINDOW GUARDS NEED  
MAINTENANCE OR REPAIR

☐ WINDOW GUARDS DO NOT  
NEED MAINTENANCE OR REPAIR

Tenant's Name: \_\_\_\_\_  
(Print) (Address/Apt. No.)

Tenant's Name: \_\_\_\_\_ Date \_\_\_\_\_  
(Signature)

**RETURN THIS FORM TO:**

Owner/Manager's Name

**EXCEL BRADSHAW MGMT. GROUP**  
501 SURF AVENUE  
BROOKLYN, N.Y. 11224

Owner/Manager's Address

**For Further Information Call:**  
**Window Falls Prevention (212) 676-2158**

\*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.



## 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

Presence of lead-based paint and/or lead-based hazards (Check (i) or (ii) below):

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

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

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.

### Agent's Acknowledgement

Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

### Lessee's Acknowledgement

Lessee has received copies of all information listed above.

Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*

_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date
_____ Lessor	_____ Date	_____ Lessor	_____ Date



## 44 Prospect Park West of Brooklyn Sprinkler Acknowledgement Form

Pursuant to the New York State Sprinkler Law, a new law that as of December 3, 2014 requires an Acknowledgement Form signed by all lessees, we are asking that all residents please fill out the form below, sign and return via e-mail to [mblevine@ebmg.com](mailto:mblevine@ebmg.com) or by leaving it with the Superintendent for pickup by Management.

Please note that this form applies to both Shareholders and non-Shareholders that are residing in the building.

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

Building Address: 44 Prospect Park West, Brooklyn, NY 11215

Unit #: \_\_\_\_\_

☐ I DO have a sprinkler system in my apartment

☐ I DO NOT have a sprinkler system in my apartment

If you marked that you do have a sprinkler system above, please fill out the below information:

Date of Last Inspection: \_\_\_\_\_

\_\_\_\_\_  
Signed

Date of Signature: \_\_\_\_\_

# Simple Steps To Protect Your Family From Lead Hazards

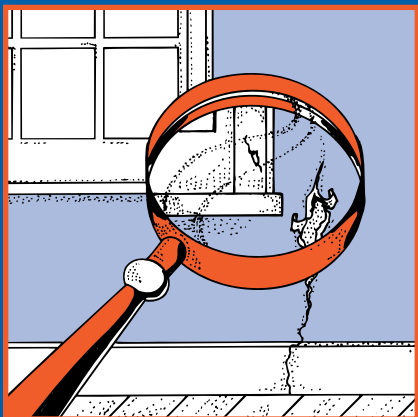
## If you think your home has high levels of lead:

- ◆ Get your young children tested for lead, even if they seem healthy.
- ◆ Wash children's hands, bottles, pacifiers, and toys often.
- ◆ Make sure children eat healthy, low-fat foods.
- ◆ Get your home checked for lead hazards.
- ◆ Regularly clean floors, window sills, and other surfaces.
- ◆ Wipe soil off shoes before entering house.
- ◆ Talk to your landlord about fixing surfaces with peeling or chipping paint.
- ◆ Take precautions to avoid exposure to lead dust when remodeling or renovating (call 1-800-424-LEAD for guidelines).
- ◆ Don't use a belt-sander, propane torch, high temperature heat gun, scraper, or sandpaper on painted surfaces that may contain lead.
- ◆ Don't try to remove lead-based paint yourself.



**Recycled/Recyclable**

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(minimum 50% postconsumer) process chlorine free.



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# Protect Your Family From Lead In Your Home

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 **EPA** United States  
Environmental  
Protection Agency



United States  
Consumer Product  
Safety Commission



United States  
Department of Housing  
and Urban Development

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# Are You Planning To Buy, Rent, or Renovate a Home Built Before 1978?

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**M**any houses and apartments built before 1978 have paint that contains high levels of lead (called lead-based paint). Lead from paint, chips, and dust can pose serious health hazards if not taken care of properly.



**OWNERS, BUYERS, and RENTERS** are encouraged to check for lead (see page 6) before renting, buying or renovating pre-1978 housing.

**F**ederal law requires that individuals receive certain information before renting, buying, or renovating pre-1978 housing:



**LANDLORDS** have to disclose known information on lead-based paint and lead-based paint hazards before leases take effect. Leases must include a disclosure about lead-based paint.



**SELLERS** have to disclose known information on lead-based paint and lead-based paint hazards before selling a house. Sales contracts must include a disclosure about lead-based paint. Buyers have up to 10 days to check for lead.



**RENOVATORS** disturbing more than 2 square feet of painted surfaces have to give you this pamphlet before starting work.

# IMPORTANT!

## Lead From Paint, Dust, and Soil Can Be Dangerous If Not Managed Properly

- FACT:** Lead exposure can harm young children and babies even before they are born.
- FACT:** Even children who seem healthy can have high levels of lead in their bodies.
- FACT:** People can get lead in their bodies by breathing or swallowing lead dust, or by eating soil or paint chips containing lead.
- FACT:** People have many options for reducing lead hazards. In most cases, lead-based paint that is in good condition is not a hazard.
- FACT:** Removing lead-based paint improperly can increase the danger to your family.

If you think your home might have lead hazards, read this pamphlet to learn some simple steps to protect your family.



# Lead Gets in the Body in Many Ways

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**Childhood lead poisoning remains a major environmental health problem in the U.S.**

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**Even children who appear healthy can have dangerous levels of lead in their bodies.**

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**People can get lead in their body if they:**

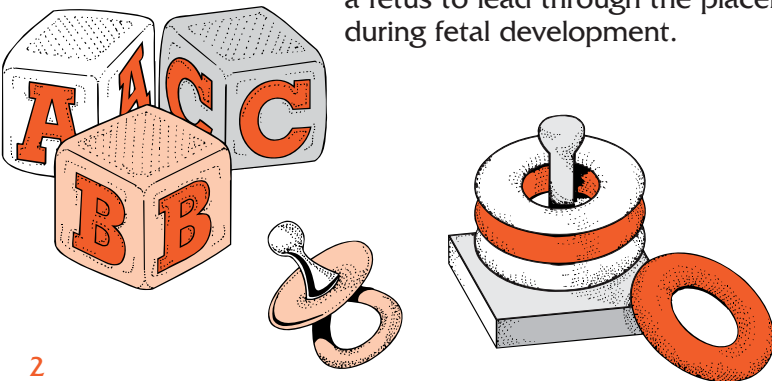
- ◆ Breathe in lead dust (especially during renovations that disturb painted surfaces).
- ◆ Put their hands or other objects covered with lead dust in their mouths.
- ◆ Eat paint chips or soil that contains lead.

**Lead is even more 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.

**Lead is also dangerous to women of childbearing age:**

- ◆ Women with a high lead level in their system prior to pregnancy would expose a fetus to lead through the placenta during fetal development.



## Lead's Effects

It is important to know that even exposure to low levels of lead can severely harm children.

### In children, lead can cause:

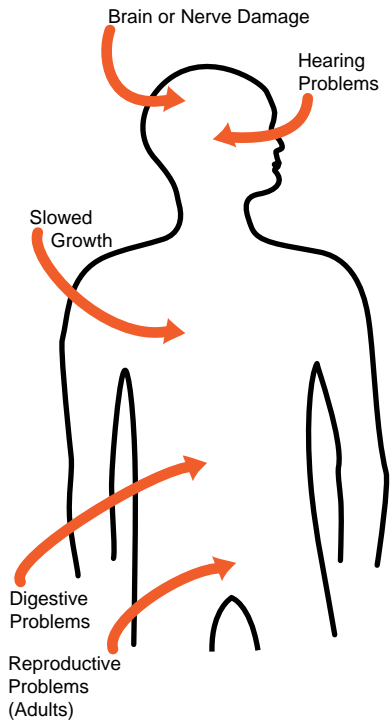
- ◆ Nervous system and kidney damage.
- ◆ Learning disabilities, attention deficit disorder, and decreased intelligence.
- ◆ Speech, language, and behavior problems.
- ◆ Poor muscle coordination.
- ◆ Decreased muscle and bone growth.
- ◆ Hearing damage.

While low-lead exposure is most common, exposure to high levels 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, lead can cause:

- ◆ Increased chance of illness during pregnancy.
- ◆ Harm to a fetus, including brain damage or death.
- ◆ Fertility problems (in men and women).
- ◆ High blood pressure.
- ◆ Digestive problems.
- ◆ Nerve disorders.
- ◆ Memory and concentration problems.
- ◆ Muscle and joint pain.



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**Lead affects  
the body in  
many ways.**

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## Where Lead-Based Paint Is Found

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**In general, the older your home, the more likely it has lead-based paint.**

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**Many homes built before 1978 have lead-based paint.** The federal government banned lead-based paint from housing in 1978. Some states stopped its use even earlier. Lead can be found:

- ◆ In homes in the city, country, or suburbs.
- ◆ In apartments, single-family homes, and both private and public housing.
- ◆ Inside and outside of the house.
- ◆ 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.)

## Checking Your Family for Lead

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**Get your children and home tested if you think your home has high levels of lead.**

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**To reduce your child's exposure to lead, get your child checked, have your home tested (especially if your home has paint in poor condition and was built before 1978), and fix any hazards you may have.** 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 high levels of lead. Blood 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.

## Identifying Lead Hazards

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**Lead-based paint** is usually not a hazard if it is in good condition, and it is not on an impact or friction surface, like a window. It is defined by the federal government as paint with lead levels greater than or equal to 1.0 milligram per square centimeter, or more than 0.5% by weight.

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

- ◆ Windows and window sills.
- ◆ Doors and door frames.
- ◆ Stairs, railings, banisters, and porches.

**Lead dust** can form when lead-based paint is scraped, sanded, or heated. Dust also forms when painted surfaces bump or rub together. Lead chips and dust can get on surfaces and objects that people touch. Settled lead dust can re-enter the air when people vacuum, sweep, or walk through it. The following two federal standards have been set for lead hazards in dust:

- ◆ 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. The following two federal standards have been set for lead hazards in residential soil:

- ◆ 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.

The only way to find out if paint, dust and soil lead hazards exist is to test for them. The next page describes the most common methods used.

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**Lead from paint chips, which you can see, and lead dust, which you can't always see, can both be serious hazards.**

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# Checking Your Home for Lead

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**Just knowing that a home has lead-based paint may not tell you if there is a hazard.**

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

- ◆ A paint **inspection** tells you whether your home has lead-based paint and where it is located. It won't tell you whether or not your home currently has lead hazards.
- ◆ 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 combination risk assessment and inspection tells you if your home has any lead hazards and if your home has any lead-based paint, and where the lead-based paint is located.

Hire a trained and certified testing professional who will use a range of reliable methods when testing your home.

- ◆ Visual inspection of paint condition and location.
- ◆ A portable x-ray fluorescence (XRF) machine.
- ◆ Lab tests of paint, dust, and soil samples.

There are state and federal programs in place to ensure that testing is done safely, reliably, and effectively. Contact your state or local agency (see bottom of page 11) for more information, or call **1-800-424-LEAD (5323)** for a list of contacts in your area.

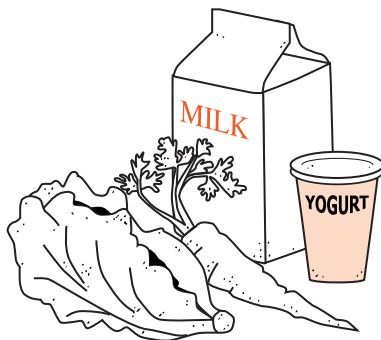
**Home test kits for lead are available, but may not always be accurate.** Consumers should not rely on these kits before doing renovations or to assure safety.

# What You Can Do Now To Protect Your Family

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

- ◆ If you rent, notify your landlord of peeling or chipping paint.
- ◆ Clean up paint chips immediately.
- ◆ Clean floors, window frames, window sills, and other surfaces weekly. Use a mop or sponge with warm water and a general all-purpose cleaner or a cleaner made specifically for lead. REMEMBER: NEVER MIX AMMONIA AND BLEACH PRODUCTS TOGETHER SINCE THEY CAN FORM A DANGEROUS GAS.
- ◆ Thoroughly rinse sponges and mop heads after cleaning dirty or dusty areas.
- ◆ Wash 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.
- ◆ 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 In The Home

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**Removing lead improperly can increase the hazard to your family by spreading even more lead dust around the house.**

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**Always use a professional who is trained to remove lead hazards safely.**

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In addition to day-to-day cleaning and good nutrition:

- ◆ You can **temporarily** reduce lead hazards by taking actions such as repairing damaged painted surfaces and planting grass to cover soil with high lead levels. These actions (called “interim controls”) are not permanent solutions and will need ongoing attention.
- ◆ To **permanently** remove lead hazards, 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 removal.

Always hire a person with special training for correcting lead problems—someone who knows how to do this 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.

Once the work is completed, dust cleanup activities must be repeated until testing indicates that lead dust levels are below the following:

- ◆ 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; and
- ◆ 400  $\mu\text{g}/\text{ft}^2$  for window troughs.

Call your state or local agency (see bottom of page 11) for help in locating certified professionals in your area and to see if financial assistance is available.

# Remodeling or Renovating a Home With Lead-Based Paint

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Take precautions before your contractor or you begin remodeling or renovating anything that disturbs painted surfaces (such as scraping off paint or tearing out walls):

- ◆ **Have the area tested for lead-based paint.**
- ◆ **Do not use a belt-sander, propane torch, high temperature heat gun, dry scraper, or dry sandpaper** to remove lead-based paint. These actions create large amounts of lead dust and fumes. Lead dust can remain in your home long after the work is done.
- ◆ **Temporarily move your family** (especially children and pregnant women) out of the apartment or house until the work is done and the area is properly cleaned. If you can't move your family, at least completely seal off the work area.
- ◆ **Follow other safety measures to reduce lead hazards.** You can find out about other safety measures by calling 1-800-424-LEAD. Ask for the brochure "Reducing Lead Hazards When Remodeling Your Home." This brochure explains what to do before, during, and after renovations.

If you have already completed renovations or remodeling that could have released lead-based paint or dust, get your young children tested and follow the steps outlined on page 7 of this brochure.



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**If not conducted properly, certain types of renovations can release lead from paint and dust into the air.**

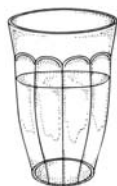
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## Other Sources of Lead

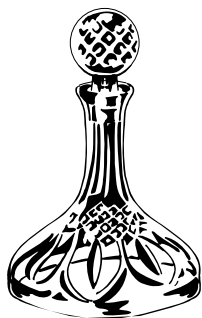
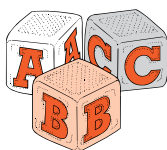
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**While paint, dust, and soil are the most common sources of lead, other lead sources also exist.**

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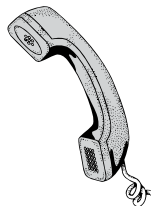
- ◆ **Drinking water.** Your home might have plumbing with lead or lead solder. Call your local health department or water supplier to find out about testing your water. You cannot see, smell, or taste lead, and boiling your water will not get rid of lead. If you think your plumbing might have lead in it:
  - 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.
- ◆ **The job.** If you work with lead, you could bring it home on your hands or clothes. Shower and change clothes before coming home. Launder your work clothes separately from the rest of your family's clothes.
- ◆ Old painted **toys** and **furniture**.
- ◆ Food and liquids stored in **lead crystal** or **lead-glazed pottery or porcelain**.
- ◆ **Lead smelters** or other industries that release lead into the air.
- ◆ **Hobbies** that use lead, such as making pottery or stained glass, or refinishing furniture.
- ◆ **Folk remedies** that contain lead, such as “greta” and “azarcon” used to treat an upset stomach.

## For More Information

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### The National Lead Information Center

Call **1-800-424-LEAD (424-5323)** to learn how to protect children from lead poisoning and for other information on lead hazards. To access lead information via the web, visit **[www.epa.gov/lead](http://www.epa.gov/lead)** and **[www.hud.gov/offices/lead/](http://www.hud.gov/offices/lead/)**.



### EPA's Safe Drinking Water Hotline

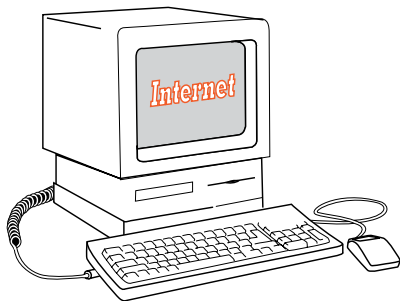
Call **1-800-426-4791** for information about lead in drinking water.

### Consumer Product Safety Commission (CPSC) Hotline

To request information on lead in consumer products, or to report an unsafe consumer product or a product-related injury call **1-800-638-2772**, or visit CPSC's Web site at: **[www.cpsc.gov](http://www.cpsc.gov)**.

### Health and Environmental Agencies

Some cities, states, and tribes have their own rules for lead-based paint activities. 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 local contacts on the Internet at **[www.epa.gov/lead](http://www.epa.gov/lead)** or contact the National Lead Information Center at **1-800-424-LEAD**.



For the hearing impaired, call the Federal Information Relay Service at **1-800-877-8339** to access any of the phone numbers in this brochure.

# EPA Regional Offices

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Your Regional EPA Office can provide further information regarding regulations and lead protection programs.

## EPA Regional Offices

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

Regional Lead Contact  
U.S. EPA Region 1  
Suite 1100 (CPT)  
One Congress Street  
Boston, MA 02114-2023  
(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 209, Mail Stop 225  
Edison, NJ 08837-3679  
(732) 321-6671

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

Regional Lead Contact  
U.S. EPA Region 3 (3WC33)  
1650 Arch Street  
Philadelphia, PA 19103  
(215) 814-5000

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

Regional Lead Contact  
U.S. EPA Region 4  
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) 886-6003

**Region 6** (Arkansas, Louisiana, New Mexico, Oklahoma, Texas)

Regional Lead Contact  
U.S. EPA Region 6  
1445 Ross Avenue, 12th Floor  
Dallas, TX 75202-2733  
(214) 665-7577

**Region 7** (Iowa, Kansas, Missouri, Nebraska)

Regional Lead Contact  
U.S. EPA Region 7  
(ARTD-RALI)  
901 N. 5th Street  
Kansas City, KS 66101  
(913) 551-7020

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

Regional Lead Contact  
U.S. EPA Region 8  
999 18th Street, Suite 500  
Denver, CO 80202-2466  
(303) 312-6021

**Region 9** (Arizona, California, Hawaii, Nevada)

Regional Lead Contact  
U.S. Region 9  
75 Hawthorne Street  
San Francisco, CA 94105  
(415) 947-4164

**Region 10** (Alaska, Idaho, Oregon, Washington)

Regional Lead Contact  
U.S. EPA Region 10  
Toxics Section WCM-128  
1200 Sixth Avenue  
Seattle, WA 98101-1128  
(206) 553-1985

## CPSC Regional Offices

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Your Regional CPSC Office can provide further information regarding regulations and consumer product safety.

### **Eastern Regional Center**

Consumer Product Safety Commission  
201 Varick Street, Room 903  
New York, NY 10014  
(212) 620-4120

### **Western Regional Center**

Consumer Product Safety Commission  
1301 Clay Street, Suite 610-N  
Oakland, CA 94612  
(510) 637-4050

### **Central Regional Center**

Consumer Product Safety Commission  
230 South Dearborn Street, Room 2944  
Chicago, IL 60604  
(312) 353-8260

## HUD Lead Office

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Please contact HUD's Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control and research grant programs.

### **U.S. Department of Housing and Urban Development**

Office of Healthy Homes and Lead Hazard Control  
451 Seventh Street, SW, P-3206  
Washington, DC 20410  
(202) 755-1785

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U.S. EPA Washington DC 20460  
U.S. CPSC Washington DC 20207  
U.S. HUD Washington DC 20410

EPA747-K-99-001  
June 2003



## 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

Presence of lead-based paint and/or lead-based hazards (Check (i) or (ii) below):

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

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

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.

### Agent's Acknowledgement

Agent has informed the lessor of the lessor's obligations under 42 U.S.C. 4852d and is aware of his/her responsibility to ensure compliance.

### Lessee's Acknowledgement

Lessee has received copies of all information listed above.

Lessee has received the pamphlet *Protect Your Family from Lead in Your Home*

_____ Lessee	_____ Date	_____ Lessee	_____ Date
_____ Agent	_____ Date	_____ Agent	_____ Date
_____ Lessor	_____ Date	_____ Lessor	_____ Date