

AKAM ASSOCIATES, INC. on site for WP Owners Corp.

RESALE APPLICATION

WP Owners Corp. requires the purchaser to make a minimum down payment of 15% of the purchase price, with 10% required on the contract.

The Co-op Board requires that the prospective purchaser(s) submit the following to our office (**incomplete applications will not be processed**):

APPLICATION FEES:

All fees must be paid by a certified bank check or money order – Made Payable to WP Owners Corp.	
Non-Refundable Application Processing	\$ 1,400.00
Non-Refundable Credit Check	\$ 75.00 PP
Consumer Report Fee for all person(s) over 18 years of age who will reside in the apartment (Refundable if applicant not approved)	\$ 150.00 PP

APPLICATION CHECKLIST:

The following documents must be completed and submitted:

- ☐ Two (2) Purchase Applications
- ☐ Two (2) Statements of Financial Condition
- ☐ One (1) Washing Machine Rider
- ☐ One (1) No Pet Affidavit – MUST BE NOTARIZED
- ☐ One (1) Applicant Affidavit – MUST BE NOTARIZED
- ☐ One (1) Credit Check Consent Form
- ☐ One (1) Form 4506-T
- ☐ One (1) Fully Executed copy of the Contract of Sale
- ☐ Two (2) Personal Reference Letters
- ☐ Copies of most recent two years W-2 Forms & Income Tax Returns
- ☐ One (1) Month of recent and consecutive Pay Stubs
- ☐ Letter of reference from employer verifying position, salary, & length of employment
- ☐ Must provide a current headshot photo of any person(s) 18 years or older who will reside in the apartment
- ☐ Any credit(s) must be disclosed, i.e., Renovation, Closing Cost, etc.
- ☐ If purchasing for an immediate family member, you must provide verification documentation of the stated relationship (birth certificate, etc.). – MUST BE NOTARIZED

ONCE CONDITIONALLY APPROVED, YOU MUST SUBMIT:

- ☐ Criminal Background Check Consent Form for any person(s) 18 years or older who will reside in the apartment (Please see Fair Chance Housing Notice)

The following must be submitted if purchaser(s) is financing the apartment:

- ☐ A copy of the Commitment Letter from the bank
- ☐ A copy of the appraisal
- ☐ Three (3) Original Unaltered Aztec Recognition Agreements signed by purchasers and banks
- ☐ Estoppel Letter (if required by the bank)

When all application items are received and processed successfully, Management will contact the seller to schedule an inspection of the unit. If the unit is in compliance, the purchaser will be scheduled to meet with the Admissions Committee.

NOTE: All parties, age 18 and over, who will be living in the apartment and whose name will be on the Stock & Lease must be present during the interview and have photo ID ready and available.

Interviews are conducted in person only. There are no virtual options available. Exceptions cannot be made.

Following the admissions interview, the file will be presented to the co-op Board of Directors for final review at their next meeting. **In completion of the final review, the applicant (buyer) and their counsel will be notified by phone of approval or denial.**

PURCHASER'S CLOSING FEES:

All fees must be paid by a personal check, certified bank check, or money order Made Payable to WP Owners Corp.	
Non-Refundable Move In-Fee	\$ 800.00
Closing Fee	\$ 200.00
If Financed- Recognition Agreement Fee	\$ 350.00
Front Door Sensor(s)	\$ 40.00 each
Proof of homeowner's insurance is required. Your insurance binder MUST list WP Owners Corp. as an Additionally Interested Party. Homeowner's policy must include, at a minimum, the following coverage: <u>Personal Liability Coverage</u> • A personal liability limit of no less than \$300,000 (with \$500,000 or higher strongly recommended). <u>Loss of Use Coverage (Additional Living Expenses)</u> • Covers living expenses if your apartment is uninhabitable due to a covered loss while repairs are being made. <u>Improvements & Betterments Coverage: Protects upgrades and renovations</u> • Flooring, fixtures, cabinetry, and other renovations not covered on the Buildings Governing Documents under the building's master insurance policy. <u>Personal Property (Contents)</u> • All Personal Property in the apartment All new purchasers must obtain and maintain a homeowner's policy. Proof of insurance will be required prior to closing and must remain in force thereafter. The Board and Management reserve the right to request proof of insurance at any time. Your cooperation in maintaining proper insurance coverage is required and appreciated. Email the binder to tmcdonald@akam.com or fax to 718-468-8183 prior to the closing.	

SELLER'S CLOSING FEES:

All fees must be paid by a certified bank check, money order, or attorney escrow check Made Payable to WP Owners Corp.	
Transfer Fee	\$2,100.00 plus .05 cents per share
Non-Refundable Move-Out Fee	\$800.00
Apartment Inspection Fee	\$150.00
Closing Fee	\$200.00

Lost stock or Lease	\$500.00 per document
Offering Plan	\$400.00
CO2/Smoke Detector Installation*	\$ 75.00
Gas Detector**	\$100.00
*Sellers must have a 10-year tamper-proof CO2/Smoke Detector in the apartment before closing; the seller must contact the Maintenance department at (718) 465-4350 to inspect the device. The device must be inspected prior to closing. IF THE SELLER FAILS TO HAVE THE DEVICE INSPECTED, THE \$75.00 FEE WILL BE COLLECTED AT CLOSING.	
**Sellers must have a Gas Detector in the apartment before closing; the seller must contact the Maintenance department at (718) 465-4350 to inspect the device. The device must be inspected prior to closing. IF THE SELLER FAILS TO HAVE THE DEVICE INSPECTED, THE \$100.00 FEE WILL BE COLLECTED AT CLOSING.	
If the seller has a parking spot, the parking spot can be cancelled or transferred for an additional fee. A 30-day written cancellation notice is required. If written notice is not provided to the Management Office, the seller will be charged a cancellation fee at closing. Email dvitale@akam.com for any parking inquiries.	
If the seller has a fitness center membership, a 30-day written cancellation notice is required. If written notice is not provided to the Management Office, the seller will be charged a cancellation fee at closing. Email info@wpcoop.com for any fitness center inquiries.	

**A CLOSING CANCELLED/CHANGED WITHIN 3 DAYS OF A SCHEDULED CLOSING DATE
WILL BE CHARGED A \$250 ADJOURNMENT.**

**ALL CLOSINGS ARE HELD ON-SITE AT WINDSOR PARK
212-04 75TH AVENUE, BAYSIDE, NY 11364
(IN THE COMMUNITY ROOM (ON THE RIGHT SIDE OF THE BLDG))**

**SUBMIT APPLICATION TO:
WP Owners Corp.
Transfer Agent
213-05 75th Ave, Suite 1M
Bayside, NY 11364**

AKAM ASSOCIATES, INC.
213-05 75th Avenue, Suite 1M
Bayside, New York, 11364
(718) 776-8300

As Agent for WP Owners Corp.
**COOPERATIVE
PURCHASE APPLICATION**

APPLICANT'S Name _____ Email: _____
(Name(s) must be entered above in manner that Stock Certificate and other documents are to be drawn) APPLICANT'S TEL NUMBER WK: _____ CELL _____ HM _____

CO-APPLICANT'S Name _____ Email: _____

CO-APPLICANT'S TEL NUMBER WK: _____ CELL _____ HM _____

Applicant's Attorney _____ Telephone _____

Attorney's Firm and Address _____

If purchasing for immediate family member: NAME(s): _____ AND: Relationship: _____

SELLER'S Name _____ Email: _____

Seller's Telephone _____ Forward Address _____

Seller's Attorney _____

Attorney's Firm and Address _____ Telephone _____

The undersigned hereby offers to purchase # of _____ shares of the capital stock/percent of the common interest of WP OWNERS CORP.

and the accompanying proprietary lease for Apartment # _____ in the building located at: _____ on the following terms and conditions:

Purchase Price of Stock \$ _____ Current Estimated Maintenance Charges per month \$ _____ Deposit _____

Required Cash Down Minimum 15%, 10% Required on CONTRACT.

FINANCING - NO ☐

YES BANK _____ AMOUNT _____

Address _____ PHONE _____

Broker _____ Firm _____

INFORMATION REGARDING APPLICANT(S)

Home Address _____

Telephone/Cell # _____

Business or Professional Affiliation and Position _____

Business Address _____

Telephone _____

Names of all persons and relationships who will reside in the apartment and if children, please state number and their approximate age _____

Is this going to be your primary residence: Yes or NO

Does applicant own any pets? _____

Does applicant plan apartment alteration/renovation? NO YES
Specify _____

Is apartment renovated? NO ☐ YES ☐

Signature of Applicant _____ DATE: _____

Signature of Co-Applicant _____ DATE: _____

REFERENCES:

LANDLORD

Present Landlord or Agent_____

Address_____

Approximate Length of Occupancy_____

Previous Landlord or Agent_____

Address_____

Address of previous residence and approximate length of occupancy_____

FINANCIAL:

a. Bank (Personal Account)_____

Address_____

b. Bank (Personal Account) _____

Address_____

c. Bank (Business Account) _____

Address_____

d. Stock Broker, C.P.A., Executor, if any_____

Address_____

e. For information regarding source(s) of income, contact_____

BUSINESS/PROFESSIONAL:

1. Name_____

Address_____

2. Name_____

3. Address_____

4. Name_____

5. Address_____

6. 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 his/her knowledge and belief.

Signature of Applicant

Signature of Co-Applicant

All information above has been supplied by the applicant(s), and AKAM Associates, Inc., make no representations, nor are any implied, as to the accuracy or completeness thereof.

AKAM ASSOCIATES, INC.
213-05 75th Avenue, Suite 1M
Bayside, New York, 11364
(718) 776-8300

As Agent for WP Owners Corp.
**COOPERATIVE
PURCHASE APPLICATION**

APPLICANT'S Name _____ Email: _____
(Name(s) must be entered above in manner that Stock Certificate and other documents are to be drawn) APPLICANT'S TEL NUMBER WK: _____ CELL _____ HM _____

CO-APPLICANT'S Name _____ Email: _____

CO-APPLICANT'S TEL NUMBER WK: _____ CELL _____ HM _____

Applicant's Attorney _____ Telephone _____

Attorney's Firm and Address _____

If purchasing for immediate family member: NAME(s): _____ AND: Relationship: _____

SELLER'S Name _____ Email: _____

Seller's Telephone _____ Forward Address _____

Seller's Attorney _____

Attorney's Firm and Address _____ Telephone _____

The undersigned hereby offers to purchase # of _____ shares of the capital stock/percent of the common interest of WP OWNERS CORP.

and the accompanying proprietary lease for Apartment # _____ in the building located at: _____ on the following terms and conditions:

Purchase Price of Stock \$ _____ Current Estimated Maintenance Charges per month \$ _____ Deposit _____

Required Cash Down Minimum 15%, 10% Required on CONTRACT.

FINANCING - NO ☐

YES BANK _____ AMOUNT _____

Address _____ PHONE _____

Broker _____ Firm _____

INFORMATION REGARDING APPLICANT(S)

Home Address _____

Telephone/Cell # _____

Business or Professional Affiliation and Position _____

Business Address _____

Telephone _____

Names of all persons and relationships who will reside in the apartment and if children, please state number and their approximate age _____

Is this going to be your primary residence: Yes or NO

Does applicant own any pets? _____

Does applicant plan apartment alteration/renovation? NO YES
Specify _____

Is apartment renovated? NO ☐ YES ☐

Signature of Applicant _____ DATE: _____

Signature of Co-Applicant _____ DATE: _____

REFERENCES:

LANDLORD

Present Landlord or Agent_____

Address_____

Approximate Length of Occupancy_____

Previous Landlord or Agent_____

Address_____

Address of previous residence and approximate length of occupancy_____

FINANCIAL:

a. Bank (Personal Account)_____

Address_____

b. Bank (Personal Account) _____

Address_____

c. Bank (Business Account) _____

Address_____

d. Stock Broker, C.P.A., Executor, if any_____

Address_____

e. For information regarding source(s) of income, contact_____

BUSINESS/PROFESSIONAL:

1. Name_____

Address_____

2. Name_____

3. Address_____

4. Name_____

5. Address_____

6. 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 his/her knowledge and belief.

Signature of Applicant

Signature of Co-Applicant

All information above has been supplied by the applicant(s), and AKAM Associates, Inc., make no representations, nor are any implied, as to the accuracy or completeness thereof.

STATEMENT OF FINANCIAL CONDITION

Name _____

Address _____

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

ASSETS			LIABILITIES		
Cash in Banks			Notes payable:		
Savings & Loan Shares			To Banks		
Earnest Money Deposited			To Relatives		
Investments: Bonds & Stocks —see schedule			To Others		
Investment in own Business			Installment Accounts Payable:		
Real Estate owned—see schedule			Automobile		
Year Make			Other		
Automobiles:			Other Account Payable		
Personal property & Furniture			Mortgages payable on Real Estate —see schedule		
Life Insurance			Unpaid Real Estate Taxes		
Cash Surrender Value			Unpaid Income Taxes		
Other assets—itemize			Chattel Mortgages		
			Loans On Life Insurance Policies (Include Premium Advance)		
			Other debts--itemize		
			TOTAL LIABILITIES		
			NET WORTH		
TOTAL ASSETS			TOTAL LIABILITIES & NET WORTH		
APPLICANT & SPOUSE SOURCE OF INCOME			PERSONAL INFORMATION		
Base salary			Occupation or Type of Business		
S/E income					
Bonus & Commissions			Employer		
Dividends and interest income					
Real Estate income (Net)			Position held	No. of years	
Spouse income (specify)			Partner or officer in any other venture or other employment		
Other income—itemize					
			Children (Ages)		
TOTAL	\$		Age	Age of Spouse	Other Dependents
CONTINGENT LIABILITIES			GENERAL INFORMATION		
As Endorser or Co-maker on Notes	\$		Personal bank accounts carried at		
Alimony payments (Annual)	\$				
Are you a defendant in any legal action?			Savings & Loans Account at		
Are there any unsatisfied judgments?					
Have you ever taken bankruptcy? Explain:			Purpose of loan		

SCHEDULE OF BONDS AND STOCKS

[illegible]

SCHEDULE OF REAL ESTATE

[illegible]

SCHEDULE OF NOTES PAYABLE

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

TO WHOM PAYABLE	DATE	AMOUNT	DUE	INTEREST	ASSETS PLEDGED AS SECURITY

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 correct exhibit of my/our financial condition.

Date _____

Signature of Applicant

Signature of Co-Applicant

STATEMENT OF FINANCIAL CONDITION

Name _____

Address _____

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

ASSETS			LIABILITIES		
Cash in Banks			Notes payable:		
Savings & Loan Shares			To Banks		
Earnest Money Deposited			To Relatives		
Investments: Bonds & Stocks —see schedule			To Others		
Investment in own Business			Installment Accounts Payable:		
Real Estate owned—see schedule			Automobile		
Year Make			Other		
Automobiles:			Other Account Payable		
Personal property & Furniture			Mortgages payable on Real Estate —see schedule		
Life Insurance			Unpaid Real Estate Taxes		
Cash Surrender Value			Unpaid Income Taxes		
Other assets—itemize			Chattel Mortgages		
			Loans On Life Insurance Policies (Include Premium Advance)		
			Other debts--itemize		
			TOTAL LIABILITIES		
			NET WORTH		
TOTAL ASSETS			TOTAL LIABILITIES & NET WORTH		
APPLICANT & SPOUSE SOURCE OF INCOME			PERSONAL INFORMATION		
Base salary			Occupation or Type of Business		
S/E income					
Bonus & Commissions			Employer		
Dividends and interest income					
Real Estate income (Net)			Position held	No. of years	
Spouse income (specify)			Partner or officer in any other venture or other employment		
Other income—itemize					
			Children (Ages)		
TOTAL	\$		Age	Age of Spouse	Other Dependents
CONTINGENT LIABILITIES			GENERAL INFORMATION		
As Endorser or Co-maker on Notes	\$		Personal bank accounts carried at		
Alimony payments (Annual)	\$				
Are you a defendant in any legal action?			Savings & Loans Account at		
Are there any unsatisfied judgments?					
Have you ever taken bankruptcy? Explain:			Purpose of loan		

SCHEDULE OF BONDS AND STOCKS

[illegible]

SCHEDULE OF REAL ESTATE

[illegible]

SCHEDULE OF NOTES PAYABLE

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

TO WHOM PAYABLE	DATE	AMOUNT	DUE	INTEREST	ASSETS PLEDGED AS SECURITY

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 correct exhibit of my/our financial condition.

Date _____

Signature of Applicant

Signature of Co-Applicant

WASHING MACHINE RIDER

BLDG# _____ APT# _____ ADDRESS _____
Bayside, NY 11364

"Purchaser and Seller represent and acknowledge that the maintenance of a Washing Machine in the apartment to be sold is a violation of House Rules, Item 6, and each of the parties represent that no Washing Machine will be kept or maintained in the apartment and, if a Washing Machine is presently in the apartment, it will be removed there from prior to closing. The parties further understand and agree that a violation of this House Rule shall be deemed a violation of substantial obligation of the Proprietary Lease."

DATE _____

Seller's Signature

Purchaser's Signature

AFFIDAVIT

STATE of NEW YORK)
COUNTY OF QUEENS,) SS:

_____ being duly sworn, deposes and says:

Affiant, as prospective purchaser of apartment # _____ at Premises _____, Bayside, New York, does on behalf of himself and all members of his immediate family who shall reside in the apartment above described, acknowledge that he is familiar with the rules and regulations of WINDSOR PARK, which provide that no dog will be allowed to be brought into the building in which the above apartment is located, and further, does acknowledge that he is familiar with the rules and regulations which provide that no pets of any kind are permitted in the subject apartment.

Affiant, on behalf of himself and the members of his immediate family who shall reside in the apartment, understand and acknowledge that a breach of these rules and regulations can result in eviction proceedings being instituted, and affiant further acknowledges that a breach of these rules and regulations is a violation of a substantial obligation of the affiant's proprietary lease.

X _____

X _____

Sworn to before me this

_____ Day of _____, 20____

Notary Public

Applicant Affidavit

_____, Applicant to Purchase _____

Shares of Cooperative Stock at WP Owners Corp. allocated to Unit # _____

At the premises with an address of _____

Affirms the truth of the following statements:

1. I have personally read and completed all the information in the Purchase Agreement ("the Agreement") submitted by me to WP Owners Corp. as part of the Purchase Application and dated as of _____ 20__.
2. All information contained in the Agreement is true and accurate to my knowledge.
3. The signatures attached to the Agreement are mine and are the same as the certified signature below.

Applicant

Co-Applicant

Acknowledgment by a Person with New York State (RPL 309-a)

STATE OF NEW YORK)
) ss:
COUNTY OF)

On the _____ day of _____, 20__, before me, the undersigned, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within document and acknowledged to me that he/she executed the same in her/his capacity(ies), and that by his/her signature(s) on the instrument, the individuals(s), or person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

**WP OWNERS CORP.
CONSENT FORM
CREDIT CHECK**

Applicant First Name:	
Applicant Middle Name:	
Applicant Last Name:	
Social Security #	Date of Birth:
Cell Phone#	Home Phone#
Home Address:	

Co-Applicant First Name:	
Co-Applicant Middle Name:	
Co-Applicant Last Name:	
Social Security #	Date of Birth:
Cell Phone#	Home Phone#
Home Address:	

- I authorize WP Owners Corp. ("WP") and its managing agent, AKAM Associates Inc. (collectively "the Company"), to obtain a consumer report on me. From a Consumer Reporting Agency ("CRA"), I understand that as permitted under applicable laws this report may include information about my creditworthiness, credit standing, and credit capacity for evaluation of my application to become a shareholder/lessee of WP.
- I acknowledge that this credit check will be conducted in accordance with the Fair Credit Reporting Act (FCRA), New York General Business Law Article 25 § 380, and any other applicable laws and regulations.
- I understand that if adverse action is taken based on the consumer report, I will receive a copy of the report, a summary of my rights under the FCRA, and information about how to dispute the report's contents.
- I further certify that the information provided above is true and accurate to the best of my knowledge.

Acknowledgment and Signature

I have read and understand this consent form, and I authorize the Company to obtain and review my consumer report as described.

Applicant Signature: _____ Date: _____

Co-Applicant Signature: _____ Date: _____

**WP OWNERS CORP.
CONSENT FORM
CRIMINAL BACKGROUND CHECK**

BUILDING ADDRESS AND APARTMENT FOR WHICH CONDITIONALLY APPROVED:

Applicant First Name:

Applicant Middle Name:

Applicant Last Name:

Social Security #

Date of Birth:

Cell Phone#

Home Phone#

Home Address:

Co-Applicant First Name:

Co-Applicant Middle Name:

Co-Applicant Last Name:

Social Security #

Date of Birth:

Cell Phone#

Home Phone#

Home Address:

- The undersigned hereby acknowledge(s) that WP Owners Corp. ("WP") has conditionally approved my/our application to become a shareholder of WP and the proprietary lessee of the above-described apartment. I/we understand that following the receipt of a conditional approval in connection with the leasing of housing, under the NYC Fair Chance Housing Law, WP is entitled to run a criminal background check. Attached is a copy of the NYC Fair Chance Housing Notice: Criminal Records, issued by the New York City Commission on Human Rights, explaining rights and obligations of WP as well as your/our rights.
- I/we, give consent for WP to perform a criminal background search on me/us and hereby authorize any law enforcement agency, city, state or federal agency, city, state, or federal court, military tribunal, or information service bureau contacted by WP, its managing agent AKAM Associates, or any third party company which either WP or AKAM Associates engages to run such reports to perform such investigations.
- I/we hereby acknowledge that once the criminal background report(s) is/are received by WP, WP will either turn the conditional offer of housing into a full approval, or revoke the conditional offer and further comply with the NYC Fair Chance Housing Law.
- I/we acknowledge that in addition to complying with the NYC Fair Chance Housing Law, any criminal background check will be conducted in accordance with the Fair Credit Reporting Act (FCRA), New York General Business Law Article 25 § 380, and any other applicable laws and regulations.
- Additionally, I/we understand that if adverse action is taken based upon any criminal background check I/we will receive a copy of the report, a summary of my/our rights under both the FCRA, and the NYC Fair Chance Housing Law and information about how to dispute the report's contents.

Applicant Signature: _____ Date: _____

Co-Applicant Signature: _____ Date: _____

NYC Fair Chance Housing Notice: Criminal Records

As of **January 1, 2025**, in NYC, it is illegal for most housing providers to discriminate on the basis of a conviction history in rentals or sales, including co-ops and condos.

The protections of the NYC Fair Chance Housing Law apply to current tenants as well as applicants.

It is a violation of the Law for covered housing providers to:

Make statements about criminal background checks or criminal records or express limitations on this basis in ads and applications

Treat applicants or tenants differently because of a conviction history except as allowed by the Fair Chance Housing Law.

Covered housing providers **may NEVER** change the terms of a sale or lease because of a conviction history. Covered housing providers **may** revoke a housing offer or decline to renew a lease **ONLY** based on limited kinds of convictions and **ONLY** when they follow the requirements of the Fair Chance Housing Law.

The NYC Fair Chance Housing Law does not require housing providers to run criminal background checks. Any housing provider can accept a renter or buyer without following the steps below. The steps below are only for covered housing providers that choose to run a background check.



If a Covered Housing Provider Chooses to Run a Criminal Background Check: You Have Rights.

Covered housing providers **must first** consider your general housing eligibility (ability to meet lease terms) AND make a conditional offer of housing. **Only after** this conditional offer is it lawful for a covered housing provider to run a criminal background check.

Before conducting a criminal background check, covered housing providers must:

- Make you a conditional offer of housing AND
- Give you a copy of this notice explaining your rights

Housing providers are also responsible for compliance with laws governing the collection and use of personal information, such as Federal and State Fair Credit Reporting Acts.

Conditional Offer of Housing

A conditional offer of housing is a **written lease, rental agreement, or agreement for a sale** that conditionally commits a unit(s) to a renter or buyer and can only be revoked in limited circumstances. Next a covered housing provider chooses either:

NOT to conduct a criminal background check

At this time, the housing provider can either finalize the offer or revoke it for a lawful, non-discriminatory purpose that is unrelated to conviction history.

TO conduct a criminal background check

It is illegal for the housing provider to seek or review your conviction history before you have a conditional offer.



Criminal Background Check

If a covered housing provider chooses to run a criminal background check after making you a conditional offer, they may only consider **very limited** categories of convictions:

- convictions that require registration on a sex offense registry at the time of the background check
- felony convictions from the last 5 years, except those below
- misdemeanor convictions from the last 3 years, except those below

The 3 or 5 years are measured from the **actual date of release OR the sentencing date** (if the sentence does not include jail or prison time), regardless of probation or parole status.

A covered housing provider can **NEVER** consider arrests or pending cases, or:

- convictions that were sealed, expunged, are under an executive pardon or certificate of relief from disabilities, or legally nullified or vacated
- convictions for violations, which are non-criminal offenses such as disorderly conduct
- convictions under federal law or another state's law for conduct related to reproductive or gender affirming care that is lawful in New York State
- convictions under federal law or another state's law for cannabis possession that does not constitute a felony in New York State
- Adjudgments in Contemplation of Dismissal (ACDs)
- adjudications as a youthful offender or for juvenile delinquency
- terminations in favor of an individual, including but not limited to, acquittals, reversals upon appeal, and exonerations)
- Dispositions of criminal matters under federal law or another state's law that are comparable to those listed here.

It is illegal for a covered housing provider to consider information in these categories. In addition, tenant screening companies may be held liable under federal fair housing laws for discriminatory decisions by housing providers.

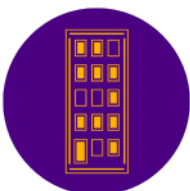


Right to Provide Support for Your Application

After considering only reviewable convictions, a covered housing provider that wants to revoke a housing offer must **FOLLOW THE FAIR CHANCE HOUSING PROCESS** while holding a unit open. They must:

1. Give you a copy of all criminal history information they received and/or reviewed
2. Allow you 5 business days to respond by:
 - pointing out errors in the conviction history
 - identifying any information that should not have been considered (any information outside the lawfully reviewable convictions)
 - sharing information on your background, personal and professional references, and/or any information that supports your application.

You are not required to provide information to support your application at this stage. A housing provider must complete an individualized assessment even if you do not provide supporting information.



Right to an Individualized Assessment of Your Application

A covered housing provider must conduct an individualized assessment of the reviewable convictions, together with any other information that you have timely submitted.



A covered housing provider **CANNOT** revoke a conditional offer of housing after running a criminal background check except in two **limited circumstances**:

After conducting an individualized assessment if they show in writing BOTH:

- a legitimate business interest AND
- how the legitimate business interest is linked to your individual history.

If they show *new information, unrelated to criminal history*, that impacts your qualifications for tenancy and that they did not know at the time of your conditional offer.

Legitimate Business Interest

A covered housing provider's legitimate business interest must be specific and objective. Compliance with a particular lease term is a permissible legitimate business interest. Purely discriminatory motives, stigma, stereotypes, or assumptions never constitute a legitimate business interest.

A covered housing provider that shows a legitimate business interest must also **explain** the link between that interest and your particular individual history in light of the individual information you shared to justify a decision to revoke your conditional offer of housing. **The existence of a conviction alone never creates that link.**

The following are not legitimate business interests and do not establish a sufficient link to justify a housing provider's decision to revoke an offer:

- "I don't want a hot spot for law enforcement"
- "The applicant seems likely to commit another crime and I want tenant safety"
- "This is a family building"
- "We don't want bad guys hanging around"
- "My tenants don't want criminals"
- "My insurance rates will go up"
- "This will impact my property value"

Revoking a Conditional Offer of Housing

Before a covered housing provider can revoke a conditional offer because of your criminal history, the housing provider **MUST** take the following steps:

1. Do an individualized assessment of your reviewable convictions **AND** the information you provided
2. Give you copies of all documents that it received and/or reviewed
3. Give you a written statement that explains:
 - the decision to revoke based on your conviction history **AND** the link to a legitimate business interest
 - how your individual information and circumstances were taken into account

Exemptions for Housing Providers

- Housing provider-occupied properties with 2 or fewer rooms or units are not covered by the NYC Fair Chance Housing Law.
- State or federally funded housing providers, including public housing authorities that are required or authorized to take specific actions related to criminal history **CAN** take such specific actions without violating the NYC Fair Chance Housing Law.

For additional information about tenants' and buyers' rights & housing providers' responsibilities under the NYC Fair Chance Housing Law, and to see this notice in multiple languages, visit [NYC.gov/FairChanceHousing](https://www.nyc.gov/FairChanceHousing).

REMINDER: All New Yorkers have a right to be free from retaliation in housing. It is illegal for housing providers in NYC to punish you or treat you negatively for telling them about your rights or for reporting discrimination or harassment.



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

Future Developments

For the latest information about Form 4506-T and its instructions, go to www.irs.gov/form4506t. Information about any recent developments affecting Form 4506-T (such as legislation enacted after we released it) will be posted on that page.

The filing location for the Form 4506-T has changed. **Please see Chart for individual transcripts or Chart for all other transcripts** for the correct mailing location.

What's New. As part of its ongoing efforts to protect taxpayer data, the Internal Revenue Service announced that in July 2019, it will stop all third-party mailings of requested transcripts. After this date masked Tax Transcripts will only be mailed to the taxpayer's address of record.

If a third-party is unable to accept a Tax Transcript mailed to the taxpayer, they may either contract with an existing IVES participant or become an IVES participant themselves. For additional information about the IVES program, go to www.irs.gov and search IVES.

General Instructions

Caution: Do not sign this form unless all applicable lines have been completed.

Purpose of form. Use Form 4506-T to request tax return information. Taxpayers using a tax year beginning in one calendar year and ending in the following year (fiscal tax year) must file Form 4506-T to request a return transcript.

Note: If you are unsure of which type of transcript you need, request the Record of Account, as it provides the most detailed information.

Customer File Number. The transcripts provided by the IRS have been modified to protect taxpayers' privacy. Transcripts only display partial personal information, such as the last four digits of the taxpayer's Social Security Number. Full financial and tax information, such as wages and taxable income, are shown on the transcript.

An optional Customer File Number field is available to use when requesting a transcript. This number will print on the transcript. See Line 5 instructions for specific requirements. The customer file number is an optional field and not required.

Tip. Use Form 4506, Request for Copy of Tax Return, to request copies of tax returns.

Automated transcript request. You can quickly request transcripts by using our automated self-help service tools. Please visit us at IRS.gov and click on "Get a Tax Transcript..." under "Tools" or call 1-800-908-9946.

Where to file. Mail or fax Form 4506-T to the address below for the state you lived in, or the state your business was in, when that return was filed. There are two address charts: one for individual transcripts (Form 1040 series and Form W-2) and one for all other transcripts.

If you are requesting more than one transcript or other product and the chart shows two different addresses, send your request to the address based on the address of your most recent return.

Line 1b. Enter your employer identification number (EIN) if your request relates to a business return. Otherwise, enter the first social security number (SSN) or your individual taxpayer identification number (ITIN) shown on the return. For example, if you are requesting Form 1040 that includes Schedule C (Form 1040), enter your SSN.

Line 3. Enter your current address. If you use a P.O. box, include it on this line.

Line 4. Enter the address shown on the last return filed if different from the address entered on line 3.

Note: If the addresses on lines 3 and 4 are different and you have not changed your address with the IRS, file Form 8822, Change of Address. For a business address, file Form 8822-B, Change of Address or Responsible Party — Business.

Line 5. Enter up to 10 numeric characters to create a unique customer file number that will appear on the transcript. The customer file number **should not** contain an SSN. Completion of this line is not required.

Note. If you use an SSN, name or combination of both, we will not input the information and the customer file number will reflect a generic entry of "9999999999" on the transcript.

Line 6. Enter only one tax form number per request.

Signature and date. Form 4506-T must be signed and dated by the taxpayer listed on line 1a or 2a. The IRS must receive Form 4506-T within 120 days of the date signed by the taxpayer or it will be rejected. Ensure that all applicable lines are completed before signing.



You must check the box in the signature area to acknowledge you have the authority to sign and request the information. The form will not be processed and returned to you if the box is unchecked.

Individuals. Transcripts of jointly filed tax returns may be furnished to either spouse. Only one signature is required. Sign Form 4506-T exactly as your name appeared on the original return. If you changed your name, also sign your current name.

Corporations. Generally, Form 4506-T can be signed by: (1) an officer having legal authority to bind the corporation, (2) any person designated by the board of directors or other governing body, or (3) any officer or employee on written request by any principal officer and attested to by the secretary or other officer. A bona fide shareholder of record owning 1 percent or more of the outstanding stock of the corporation may submit a Form 4506-T but must provide documentation to support the requester's right to receive the information.

Partnerships. Generally, Form 4506-T can be signed by any person who was a member of the partnership during any part of the tax period requested on line 9.

All others. See section 6103(e) if the taxpayer has died, is insolvent, is a dissolved corporation, or if a trustee, guardian, executor, receiver, or administrator is acting for the taxpayer.

Note: If you are Heir at law, Next of kin, or Beneficiary you must be able to establish a material interest in the estate or trust.

Documentation. For entities other than individuals, you must attach the authorization document. For example, this could be the letter from the principal officer authorizing an employee of the corporation or the letters testamentary authorizing an individual to act for an estate.

Signature by a representative. A representative can sign Form 4506-T for a taxpayer only if the taxpayer has specifically delegated this authority to the representative on Form 2848, line 5. The representative must attach Form 2848 showing the delegation to Form 4506-T.

Privacy Act and Paperwork Reduction Act Notice. We ask for the information on this form to establish your right to gain access to the requested tax information under the Internal Revenue Code. We need this information to properly identify the tax information and respond to your request. You are not required to request any transcript; if you do request a transcript, sections 6103 and 6109 and their regulations require you to provide this information, including your SSN or EIN. If you do not provide this information, we may not be able to process your request. Providing false or fraudulent information may subject you to penalties.

Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation, and cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their tax laws. We may also disclose this information to other countries under a tax treaty, to federal and state agencies to enforce federal nontax criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism.

You are not required to provide the information requested on a form that is subject to the Paperwork Reduction Act unless the form displays a valid OMB control number. Books or records relating to a form or its instructions must be retained as long as their contents may become material in the administration of any Internal Revenue law. Generally, tax returns and return information are confidential, as required by section 6103.

The time needed to complete and file Form 4506-T will vary depending on individual circumstances. The estimated average time is: **Learning about the law or the form**, 10 min.; **Preparing the form**, 12 min.; and **Copying, assembling, and sending the form to the IRS**, 20 min.

If you have comments concerning the accuracy of these time estimates or suggestions for making Form 4506-T simpler, we would be happy to hear from you. You can write to:

Internal Revenue Service
Tax Forms and Publications Division
1111 Constitution Ave. NW, IR-6526
Washington, DC 20224

Do not send the form to this address. Instead, see *Where to file* on this page.

Chart for individual transcripts (Form 1040 series and Form W-2 and Form 1099)

If you filed an individual return and lived in:	Mail or fax to:
Alabama, Arizona, Arkansas, Florida, Georgia, Louisiana, Mississippi, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee, Texas, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, or A.P.O. or F.P.O. address	Internal Revenue Service RAIVS Team Stop 6716 AUSC Austin, TX 73301 855-587-9604
Connecticut, Delaware, District of Columbia, Illinois, Indiana, Iowa, Kentucky, Maine, Maryland, Massachusetts, Minnesota, Missouri, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, Vermont, Virginia, West Virginia, Wisconsin	Internal Revenue Service RAIVS Team Stop 6705 S-2 Kansas City, MO 64999 855-821-0094
Alaska, California, Colorado, Hawaii, Idaho, Kansas, Michigan, Montana, Nebraska, Nevada, North Dakota, Ohio, Oregon, South Dakota, Utah, Washington, Wyoming	Internal Revenue Service RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409 855-298-1145

Chart for all other transcripts

If you lived in or your business was in:	Mail or fax to:
Alabama, Alaska, Arizona, Arkansas, California, Colorado, Florida, Hawaii, Idaho, Iowa, Kansas, Louisiana, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Mexico, North Dakota, Oklahoma, Oregon, South Dakota, Texas, Utah, Washington, Wyoming, a foreign country, American Samoa, Puerto Rico, Guam, the Commonwealth of the Northern Mariana Islands, the U.S. Virgin Islands, A.P.O. or F.P.O. address	Internal Revenue Service RAIVS Team P.O. Box 9941 Mail Stop 6734 Ogden, UT 84409 855-298-1145
Connecticut, Delaware, District of Columbia, Georgia, Illinois, Indiana, Kentucky, Maine, Maryland, Massachusetts, Michigan, New Hampshire, New Jersey, New York, North Carolina, Ohio, Pennsylvania, Rhode Island, South Carolina, Tennessee, Vermont, Virginia, West Virginia, Wisconsin	Internal Revenue Service RAIVS Team Stop 6705 S-2 Kansas City, MO 64999 855-821-0094

**KEEP FOR YOUR
RECORDS**

OCCUPANCY LIMITS

- ☞ STUDIO APARTMENTS: MAY BE OCCUPIED BY NOT MORE THAN ONE (1) PERSON.
- ☞ ONE BEDROOM APARTMENTS: MAY BE OCCUPIED BY NO MORE THAN TWO (2) ADULTS OR ONE (1) ADULT AND ONE (1) DEPENDENT CHILD.
- ☞ TWO BEDROOM APARTMENTS: MAY BE OCCUPIED BY NO MORE THAN TWO (2) ADULTS AND TWO (2) DEPENDENT CHILDREN.
- ☞ THREE BEDROOM APARTMENTS: MAY BE OCCUPIED BY NO MORE THAN TWO (2) ADULTS AND FOUR (4) DEPENDENT CHILDREN OR THREE (3) RELATED ADULTS AND TWO (2) DEPENDENT CHILDREN.

HOUSE RULES

- 1 The public halls and stairways of the building shall not be obstructed or used for any purpose other than ingress to egress from the apartments in the building, and the fire towers shall not be obstructed in any way.
- 2 Children shall not play in the public halls, courts, stairways, fire towers or elevators and shall not be obstructed in any way.
- 3 No public hall of the building shall be decorated or furnished by any lessee in any manner without the prior consent of all of the Lessees to whose apartments such hall serves as a means of ingress and egress; in the event of a disagreement among such lessees, the Board of Directors shall decide.
- 4 No Lessee shall make or permit any disturbing noise in the building or do or permit anything to be done therein which will interfere with the rights, comfort or convenience of the other Lessees. No Lessees shall pay upon or suffer to be played, comfort or convenience of other Lessees. No Lessees shall pay upon or suffer to be played upon any musical instrument or permit to be operated a phonograph or a radio or a TV loud speaker in such Lessee's apartment between the hours of eleven o'clock p.m. and the following eight 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 5:00 p.m.
- 5 No article shall be placed in the halls or on the staircase's landings or fire towers, nor shall anything be hung or shaken from the doors, windows, terraces, or balconies or placed upon the window sills of the building.
- 6 No awnings, windows air-conditioning units, ventilators or washing machines shall be used in or about the building except 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.
- 7 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.
- 8 No bicycles, scooters or similar vehicle shall be allowed in a passenger elevator and baby carriages and the above-mentioned vehicles shall not be allowed to stand in the public hallways, passageways, areas or courts of the building.
- 9 Messengers and tradespeople shall use such means of ingress and egress as shall be designated by the lessor.
- 10 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 apartments when such elevator is in operation.

- 11 Trucks and heavy baggage shall be taken in or out of the building through the service entrance.
- 12 Garbage and refuse from the apartments shall be disposed of only at such times as and in such manner as the superintendent or managing agent of the building may direct
- 13 Water closets and other water apparatus shall not be used for any other purpose 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 the Lessee in whose apartment it shall have been caused.
- 14 No Lessee shall send any employee of the Lessor out of the building on any private business of a Lessee.
- 15 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 permitted on elevators or in any of the public portions of the building or Property unless carried or on a leash. No pigeons or other birds or animals shall be fed from public portions of the building, or on the sidewalk or street adjacent to the building.
- 16 No radio or TV 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.
- 17 No vehicle belonging to a Lessor or to a member of the family or guest, subtenant or employee of a Lessor shall be parked in such manner as to impede or prevent ready access to any entrance of the building by another vehicle.
- 18 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.
- 19 The Lessor shall have the right from time to time to curtail or relocate any space devoted to storage or laundry purposes.
- 20 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 80% of the floor area of each room excepting only kitchens, pantries, bathrooms, maid's room, closets, and foyer.
- 21 No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction or tag sale be held in any apartment without the consent of the Lessor or the managing agent.

- 22 The Lessor shall keep the windows of the apt clean. In case of refusal or neglect of the Lessee during 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.
- 23 The passenger and service elevators, unless of automatic type and intended for operation by a passenger, shall be operated only by employees of the Lessor, and there shall be no interference whatever with the same by Lessees or members of their families or their guests, employees or subtenants.
- 24 Complaints regarding the service of the building shall be made in writing to the management agent of the Lessor.
- 25 Any consent or approval given under the House Rules by the Lessor shall be revocable at any time.
- 26 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.
- 27 If there is an incinerator or compactor, the following rules shall be observed with respect to the equipment:

All wet debris is to be securely wrapped or bagged in small package size to fit easily into the hopper panel.

Debris should be completely drip-free before it leaves the apartment and carried to the compactor hopper in a careful manner and in a drip-proof container; then placed into the hopper so it will drop into the chute for disposal.

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 at the compactor area, if such items must be disposed of before 10:00 a.m., or after 5:00 p.m.

Cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into hopper opening. Small items of this nature may be left in a neat manner on the incinerator closet floor.

Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic wrappings or covers, oil soaked rags, empty paint or aerosol cans or any other inflammable, explosive, highly combustibles substances or lighted cigarettes or cigar stubs be thrown into the incinerator flu.

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 be placed through hopper door panel into flue.

The superintendent shall be notified of any drippings, or moist refuse, appearing on incinerator closet floor and corridors.

- 28 No Lessee shall install any plantings on the roof without the prior written approval of the lessor.
- 29 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 to the Lessee, as additional rent.
- 30 Any Lessee who is a member of the Swim and Tennis Club will comply with the rules and regulations of the club.
- 31 The House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors

IMPORTANT PHONE NUMBERS TO REMEMBER

Ambulance:	911
Bargold Storage Systems, LLC:	718-227-4653
Fire Department:	718-847-6600
Maintenance Department:	718-465-4350
Management Office:	718-776-8300
Police Department (111th Precinct):	718-279-5200
RCN Cable:	800-746-4726
Sales Office:	718-465-9000
Security Office:	917-572-2987
Time Warner:	718-358-0900
Verizon:	888-438-3467

***Jamaica Estates, Holliswood, South Bayside Volunteer Ambulance Corps.**
Information: 718-464-0592 **Emergency:** 718-464-0300

**Exterminator is available on Wednesdays, and Saturdays. You must contact the Maintenance Department at least one day in advance to schedule an appointment.

**Call the Maintenance Department to notify them of your move-in/move-out date so that they can pad the elevator!

** Tenants are responsible for contacting Con Edison at least one week before their move-in date to begin the service of electricity in their apartments. The phone number to call is (800)752-6633