

**135 WILLOW OWNERS CORP.**  
**SUBLET APPLICATION**  
FOR COOPERATIVE APARTMENT

Date:

To: Shareholder

From: Gary F. Glabman, Marin Management Corporation

Re: Sublet Application  
135 Willow Street, Apt. \_\_\_\_\_

In response to your request concerning the sublet of your unit, this letter will assist you in the preparation and submission of your Sublet Application. In accordance with the terms of the Proprietary Lease, this Sublet Application requires the approval of the Board of Directors.

The procedure for this Sublet Application and the documents required are outlined as follows:

After the application is submitted, we will obtain a credit report on the sub-tenant and refer the application file to the Admissions Committee. All submitted application packages are strictly confidential and may not be reproduced or kept by committee members. All documents are destroyed following review and completion of the application process. Only the original copy of the application is kept on file for the corporation's records.

A copy of the Sublet Rules is attached to this letter for your information.

List of Required Forms and Documents

1. A Sublet Application Form and a Financial Statement, both enclosed herewith, must be fully completed by the proposed sub-tenant;
2. Copies of most recent bank and brokerage account statements for each sub-tenant applicant must accompany the complete Financial Statement. This must include all statements relevant to the finances listed on the Financial Statement, including checking, savings, and investment accounts. Applicant need only to submit the summary page of each account statement showing the account number, the name and address of the account owner, and account balances. If applicant desires to obscure the account numbers for privacy purposes, the last four digits MUST be left clearly legible;
3. Copies of two most recent pay stubs for each sub-tenant applicant and documentation from sub-tenant's employer(s) verifying length of employment and salary. If self-employed, verification of income and self-employment is required. If retired, recent pension and/or Social Security annual award letters are required;

4. Copy of sub-tenant applicant's Federal income tax return(s) Form 1040 and W-2 wage statement(s) for most recent tax year. Applicant is required to submit only Schedules A, C and E, as applicable, of Form 1040. Should the Admissions Committee require additional information or Schedules, they will be requested;
5. Non-refundable application processing fee of \$150.00 payable by personal check or certified check to the order of Marin Management Corp.
6. Credit report fee of \$26.13 for each sub-tenant payable by personal check or certified check to the order of 135 Willow Owners Corp.

**One (1) original and three (3) copies** of the above-mentioned documents must be completed and/or supplied and returned to the Managing Agent's office in order to begin the sublet approval process.

Marin Management Corp.  
157 East 25th Street, New York, NY 10010  
Tel: 212-213-0123 / Fax: 212-213-0899  
Contact: Gary F. Glabman

UNDER NO CIRCUMSTANCES may a prospective sub-tenant be granted permission to occupy an apartment or to move his/her furniture and/or personal property into the unit until the application is approved by the Board of Directors.

Should you have any further questions regarding the above procedure, please contact our office.

Sincerely,

Gary F. Glabman  
Managing Agent

GFG: ds  
Enclosures

# **135 WILLOW OWNERS CORP.**

## **SUBLET RULES**

Current as of October 2019

### **SUBLETTING OF APARTMENTS:**

The following rules have been adopted to reflect the policy of maintaining a family aspect of tenancy in the building:

- 1) All sublets subject to approval by the Board of Directors.
- 2) A one (1) year minimum sublet term.
- 3) Three (3) year maximum sublet term subject to review by the Board of Directors after the first year.
- 4) A two (2) year hiatus between sublet periods.
- 5) A monthly sublet surcharge equal to twenty-five percent (25%) of the monthly maintenance and payable to the 135 Willow Owners Corp.
- 6) All initial sublet requests must be filed through the Managing Agent
- 7) Non-refundable application processing fee of \$150.00 payable by personal check or certified check to the order of Marin Management Corp.
- 8) Credit report fee of \$26.13 for each sub-tenant payable by personal check or certified check to the order of 135 Willow Owners Corp.
- 9) All sublets will be effective as of the 1st day of the month.

# 135 WILLOW OWNERS CORP.

## SUBLET APPLICATION

FOR A COOPERATIVE APARTMENT

Date: \_\_\_\_\_ Apartment No.: \_\_\_\_\_

Term of Lease (minimum of one year): From \_\_\_\_\_ to \_\_\_\_\_

Monthly rent to be charged: \$ \_\_\_\_\_

### SUB-TENANT APPLICANT INFORMATION

	<i>APPLICANT</i>	<i>CO-APPLICANT</i>
Name:		
Current Address		
**Dates of Residence:	TO	TO
Home or Mobile Telephone Number:		
Work Telephone Number:		
Email Address:		
Social Security Number:		
Citizenship:		
Visa status (if not U.S. citizen):		
Occupation:		
Nature of Business:		
Employer Name:		
Employer Address:		
Employer Telephone:		
**Period of Employment:	TO	TO
Position Held:		

<b>Income Estimate for Current Year:</b>		
<b>Actual Income for Prior Year:</b>		
<b>Educational Background:</b>		

**\*\*If your residence or employer has changed in the last three years, please provide details in the following section below.**

**PREVIOUS RESIDENCE OR EMPLOYER:** Please complete the relevant sections on this page ONLY if your residence or employer has changed in the last three years.

	<b><i>APPLICANT</i></b>	<b><i>CO-APPLICANT</i></b>
<b>Name:</b>		
<b>Previous Home Address</b>		
<b>Previous Occupation:</b>		
<b>Nature of Business:</b>		
<b>Employer Name:</b>		
<b>Employer Address:</b>		
<b>Employer Telephone:</b>		
<b>Period of Employment:</b>	TO	TO
<b>Position Held:</b>		

Name(s) and relationship of proposed occupants of the apartment and ages of children, if any:

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Name(s) of any residents in the building known to Applicant:

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Any pets to be maintained in the Apartment? If yes, indicate the number and kind:

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**LANDLORD INFORMATION:**

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

Occupancy from: \_\_\_\_\_ to \_\_\_\_\_ Tel: \_\_\_\_\_

Previous Landlord: \_\_\_\_\_ Address: \_\_\_\_\_

Occupancy from: \_\_\_\_\_ to \_\_\_\_\_ Tel: \_\_\_\_\_

**PERSONAL REFERENCES**

		<b>APPLICANT</b>	<b>CO-APPLICANT</b>
<b>1</b>	<b>Name:</b>		
	<b>Address</b>		
<b>2</b>	<b>Name:</b>		
	<b>Address</b>		

**BUSINESS AND PROFESSIONAL REFERENCES**

		<b>APPLICANT</b>	<b>CO-APPLICANT</b>
<b>1</b>	<b>Name:</b>		
	<b>Address</b>		
<b>2</b>	<b>Name:</b>		
	<b>Address</b>		

## FINANCIAL STATEMENT

### IMPORTANT:

1. All assets must be documented and verified. Undocumented assets will not be considered in the review of the application.
2. Please attach copies of most recent bank and brokerage account statements. You need only to submit the summary page of each account statement showing the account number, the name and address of the account owner, and account balances. If you desire to obscure the account numbers for privacy purposes, you **MUST** leave the last four digits clearly legible (e.g., xxxxxx1234).
3. Please complete all relevant Notes on the following pages.

<b>A. ASSETS</b>	<i>APPLICANT</i>	<i>CO-APPLICANT</i>
1. Checking Accounts (Note 1-page 5)	\$	\$
2. Savings Accounts (Note 2-page 5)	\$	\$
3. Contract Deposit for Purchase of Apartment	\$	\$
4. Money Market Funds and CDs (Note 3-page 5)	\$	\$
5. Investments in Stocks and Bonds (Note 4-page 5)	\$	\$
6. Sub-Total: Liquid assets (add lines 1-5)	\$	\$
7. Real Estate Owned (Note 5-page 5)	\$	\$
8. Automobiles Owned (Note 6-page 6)	\$	\$
9. Vested Interest in Retirement Funds (Note 7-page 6)	\$	\$
10. Net Worth of Business Owned (Note 8-page 6)	\$	\$
11. Other Assets (Note 8-page 6)	\$	\$
<b>TOTAL ASSETS (add lines 6-11)</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL COMBINED ASSETS</b>		<b>\$</b>

<b>B. LIABILITIES</b>	<i>APPLICANT</i>	<i>CO-APPLICANT</i>
1. Installment Debt Payments (Note 9-page 6)	\$	\$
2. Other Unsecured Loans (Note 9-page 6)	\$	\$
3. Mortgage Loans (Note 9-page 6)	\$	\$
4. Automobile Loans (Note 9-page 6)	\$	\$
5. Other Secured Loans (Note 9-page 6)	\$	\$
6. Other Liabilities (Note 10-page 6)	\$	\$
<b>TOTAL LIABILITIES (add lines 1-6)</b>	<b>\$</b>	<b>\$</b>
<b>TOTAL COMBINED LIABILITIES</b>		<b>\$</b>
<b>COMBINED NET WORTH (TOTAL ASSETS MINUS TOTAL LIABILITIES)</b>		<b>\$</b>

**NOTES TO ASSETS AND LIABILITIES:**

If you desire to obscure the account numbers for privacy purposes, you MUST leave the last four digits clearly legible (e.g., xxxxxxx1234).

**NOTE 1: Checking Accounts**

<i>Name of account holder</i>	<i>Name of Bank</i>	<i>Account Number</i>	<i>Current Balance</i>
			\$
			\$
			\$
			\$
<b>TOTAL IN CHECKING ACCOUNTS</b>			<b>\$</b>

**NOTE 2: Savings Accounts**

<i>Name of account holder</i>	<i>Name of Bank</i>	<i>Account Number</i>	<i>Current Balance</i>
			\$
			\$
			\$
			\$
<b>TOTAL IN SAVINGS ACCOUNTS</b>			<b>\$</b>

**NOTE 3: Money Market Funds and CDs**

<i>Name of account holder</i>	<i>Name of Institution</i>	<i>Account Number</i>	<i>Current Balance</i>
			\$
			\$
			\$
			\$
<b>TOTAL MONEY MARKET FUNDS and CDs</b>			<b>\$</b>

**NOTE 4: Investment Accounts**

<i>Name of account holder</i>	<i>Name of Institution</i>	<i>Account Number</i>	<i>Current Balance</i>
			\$
			\$
			\$
			\$
<b>TOTAL STOCKS AND BONDS</b>			<b>\$</b>

**NOTE 5: Real Estate Owned**

<i>Address of property</i>	<i>Type of property</i>	<i>Cost of property</i>	<i>Amount of mortgage and other loans outstanding</i>	<i>Current market value</i>
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
<b>TOTAL CURRENT VALUE OF REAL ESTATE OWNED</b>				<b>\$</b>



**NOTE 6: Automobiles Owned**

<b>Year</b>	<b>Make</b>	<b>Model</b>	<b>Current Blue Book Value</b>
			\$
			\$
			\$
<b>TOTAL VALUE OF AUTOMOBILES OWNED</b>			\$

**NOTE 7: Vested Interest in Retirement Funds**

<b>Name of account holder</b>	<b>Type of Fund IRA, 401(k), Keogh, other</b>	<b>Fund Manager or Institution</b>	<b>Account Number</b>	<b>Current Balance</b>
				\$
				\$
				\$
				\$
<b>TOTAL VESTED INTEREST IN RETIREMENT FUNDS</b>				\$

**NOTE 8: Other Assets - Briefly describe any other ASSETS**

<p><b>NOTE 8: Other Assets - Briefly describe any other ASSETS</b></p>
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**NOTE 9: Please provide the following information for ALL debt (including mortgages, credit cards, students loans, automobile loans, home equity loans, etc.).**

<b>Creditor's Name City and State</b>	<b>Type of Debt (mortgage, credit card, etc.)</b>	<b>Monthly payment</b>	<b>Months left</b>	<b>Unpaid balance</b>
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$
		\$		\$

**NOTE 10: Other Liabilities - Briefly describe any other LIABILITIES**

<p><b>NOTE 10: Other Liabilities - Briefly describe any other LIABILITIES</b></p>
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**SOURCES OF ANNUAL INCOME**

Please provide the amount of annual income received in prior calendar year from each source:

	<b>APPLICANT</b>	<b>CO-APPLICANT</b>
<b>Salary:</b>	\$	\$
<b>Bonuses:</b>	\$	\$
<b>Dividends:</b>	\$	\$
<b>Interest:</b>	\$	\$
<b>Pension:</b>	\$	\$
<b>Social Security:</b>	\$	\$
<b>Rental Income:</b>	\$	\$
<b>Alimony/Child Support:</b>	\$	\$
<b>Capital Gains/Losses</b>	\$	\$
<b>Other (itemize):</b>		
<b>TOTAL ANNUAL INCOME</b>	\$	\$

**MONTHLY HOUSING EXPENSES:**

Please list your current and projected monthly housing costs and monthly gross income as follows:

<b>Monthly Expenses</b>	<b>CURRENT</b>	<b>PROJECTED (following purchase)</b>
Rent:	\$	\$
Maintenance:	\$	\$
Mortgage:	\$	\$
Real Estate Tax: (if applicable)	\$	\$
Utilities (includes electricity, gas, cable TV, telephone, Internet service provider, etc.)	\$	\$
<b>TOTAL</b>	\$	\$

**MONTHLY GROSS INCOME:** \$ \_\_\_\_\_

**QUESTIONNAIRE:**

Please answer "YES" or "NO" to the following questions:

	<b>APPLICANT</b>	<b>CO-APPLICANT</b>
1. Do you have any outstanding judgments?		
2. In the last seven (7) years, have you filed for or been declared bankrupt?		
3. Have you had property foreclosed upon or given title or deed in lieu thereof?		
4. Are you a party in a lawsuit?		
5. Are you obligated to pay alimony, child support or separate maintenance?		
6. Do you or any member of your family have diplomatic status?		

The foregoing application (pages 1 through 8) has been carefully prepared, and the undersigned hereby solemnly declare(s) and certify(s) that all of the information contained herein is true and correct.

Date: \_\_\_\_\_, 20\_\_\_\_ Applicant Signature \_\_\_\_\_

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

Date: \_\_\_\_\_, 20\_\_\_\_ Co-Applicant Signature \_\_\_\_\_

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

## AUTHORIZATION TO RELEASE INFORMATION

It is recognized and understood that the Fair Credit Reporting Act provides that anyone "who knowingly and willfully obtains information on a consumer from a consumer reporting agency under false pretenses" shall be fined not more than \$2,500 or imprisoned not more than a year, or both.

In connection with my application , I understand that investigative background inquiries are to be made on me which may include Landlord / Management payment history ,consumer credit, criminal convictions, motor vehicle, and other reports. These reports may include information as to my character, work habits, performance, education and experience along with reasons for termination of employment from previous employers. Further, I understand that you will may be requesting information from various Federal, State, and other agencies which maintain records concerning my past activities relating to my driving, credit, criminal, civil and other experiences.

I authorize without reservation, any party or agency contacted to furnish the above mentioned information and release all parties involved from any liability and responsibility for doing so. I hereby consent to obtaining the above information from Creditfacts Inc.. and/or any of their licensed agents. This authorization and consent shall be valid in original, fax or copy form. I further authorize ongoing procurement of the above mentioned reports at any time during my tenancy.

**Applicant Name:** \_\_\_\_\_

**Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_



on \_\_\_\_\_, and on the first day of every month thereafter until and including the first day of \_\_\_\_\_

\_\_\_\_\_, at the address designated by the Sublessor in writing or at such other address as Sublessor shall from time to time designate by notice in writing to Lessee.

3. Security. The Sublessee has deposited with the Sublessor the sum of \$ \_\_\_\_\_ as security for the performance by the Sublessee of the terms of this lease. The Sublessor may use, apply, or retain the whole or any part of the security so deposited to the extent required for the payment of any rent and additional rent or other sum as to which the Sublessee is in default or for any sum which the Sublessor may expend or may be required to expend by reason of the Sublessee's default in respect to any of the terms of this lease, including, but not limited to, any damages or deficiency in the reletting of the Demised Premises, whether such damages or deficiency accrued before or after summary proceedings or other reentry by the Sublessor. In the event that the Sublessee shall comply with all of the terms of this lease, the security shall be returned to the Sublessee after the date fixed as the end of the lease and after delivery of possession of the Demised Premises to the Sublessor. The Sublessee shall not assign or encumber the money deposited as security, and neither the Sublessee nor its successors or assigns shall be bound by any such assignment or encumbrance.

4. Prime Lease. (a) This Sublease is in all respects subject to the terms and conditions of the Prime Lease, annexed hereto as Exhibit "A". Sublessee assumes and hereby agrees that he shall duly and promptly keep, observe and perform each and every term, condition, covenant and provision of the said Prime Lease, upon the part of the Lessee therein to be kept and performed from and after the date for the commencement of the term of this Sublease, except that Sublessee's sole obligation with respect to the payment of rent or maintenance charges shall be to pay the rent due under this Sublease at the time and in the manner herein provided.

(b) In addition to the foregoing, all of the terms, covenants, conditions and provisions of Paragraphs 10, 11, 12, 13, 14 (except that the apartment may not be occupied by guests of the Sublessee), 18, 19, 21(a) (except that Sublessor may withhold its consent for any reason), 21(b), 21(c), 23, 25, 26, 27, 28, 29, 30, 31, 32(a), 32(b) 33, 34, 40, 41, 42, 43 and 44 of the Prime Lease, annexed hereto as Exhibit "A" are specifically incorporated herein and made a part hereof and such rights and obligations as are contained in said specified paragraphs of the Prime Lease are imposed upon and hereby assumed by the respective parties hereto; for this purpose, wherever in the aforesaid paragraphs of the Prime Lease, incorporated herein by reference, the word "Lessor" appears, the Sublessor herein shall be substituted therefor: wherever in the Prime Lease the word "Lessee" appears, the Sublessee

herein shall be substituted therefor; wherever the consent of the Board of Directors is required, the consent of the Sublessor herein shall be substituted therefor; and wherever the date September 30, 2055 appears, the date \_\_\_\_\_, shall be substituted therefor. The Sublessee covenants and agrees that he will indemnify and save harmless the Sublessor and its successors and assigns of, from and against any and all loss, damage, claim or expense arising from a breach by the Sublessor of its obligations to pay rent to the Lessor under the Prime Lease and/or any actual or threatened breach, default or failure to perform on the part of the Sublessee with respect to any of the covenants, agreements, obligations, terms or conditions of this Sublease and/or of said Prime Lease.

5. Sublessor's Warranty and Representations. The Sublessor warrants and represents that, upon the date of execution hereof, he is not in default in the performance of any term, condition, covenant or provision of the Prime Lease, including the payment of rent.

6. Furnishings and Fixtures. Sublessee agrees that he will take good care of the fixtures and appliances contained in the Demised Premises and will, at his own cost and expense, maintain and repair the fixtures and appliances that may become damaged or defective during the term of this Sublease. It is understood that the Sublessee shall not be responsible for ordinary and reasonable wear and tear. Upon the expiration of the term of this sublease the Sublessee shall surrender



possession of the premises in good order and condition with all appliances, fixtures and furnishings, if any, in good repair and order.

7. Permission to Show Demised Premises. As mutually agreed upon by the parties and in accordance with the Corporation's policy during the last two months of the term of this lease, the Sublessor and its agents may show the Demised Premises to prospective lessees or purchasers.

8. Apartment Corporation Condition. Annexed hereto as Exhibit "B" is a form of Agreement required by 135 Willow Owners Corp. to be executed by the Sublessor and Sublessee as a precondition to the granting of consent by that corporation to the sublease. The parties hereto agree to execute said agreement in the annexed form simultaneously with the execution of the sublease.

9. Late Charge. Anything contained herein to the contrary notwithstanding, it is agreed that, if in the event that any payment herein agreed to be made by the Sublessee as rent shall not be received by the Sublessor or his agent on the due date thereof and shall become overdue for a period of ten (10) days, a late charge of Two (\$2) dollars per day for each and every day overdue shall be paid as additional rent to the Sublessor for the purposes of defraying the expenses incident to handling such delinquent payments, said sum to be added to the rent for the following month as additional rent. Further, said sum shall be considered as liquidated damages and shall be

paid in addition to any other remedy available to the Sublessor.

10. Sublessee will not throughout the term of this lease assign, sublet or otherwise transfer any interest he may have in and to the Demised Premises to any other person or entity for any purposes whatsoever.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement of Sublease the day and year first above written.

\_\_\_\_\_  
, Sublessor

\_\_\_\_\_  
, Sublessee

## UNDERTAKING

As a condition and in consideration of the consent by 135 Willow Owners Corp. ("Apartment Corporation") to the sublease of apartment . . . at 135 Willow Owners Street, Brooklyn, N.Y. by . . . ("Sublessor") to . . . ("Sublessee"), the Sublessee and Sublessor hereby agree as follows:

1. Sublessee agrees to abide and be bound by all of the relevant terms and conditions of the master Proprietary Lease with respect to the apartment, including, but not limited to, any revision thereto or to the house rules annexed thereto and made a part thereof; and understands that only . . . and no other individual may occupy the Apartment.

2. Sublessor hereby acknowledges that he will reimburse the Apartment corporation for any and all expenses it may incur in connection with the approval of this sublease, including reasonable attorney's fees. Sublessee shall pay to the Apartment Corporation a fee of \$ . . . for processing the Sublessee's application.

3. In order to insure the Apartment Corporation that the terms of this Sublease are complied with in all respects, Sublessor hereby agrees that he shall be personally liable for any damage to the Building, the personal property and fixtures situated therein or the Demised Premises arising out of or

related to the occupancy of the Demised Premises by Sublessee, his agent, servants, invitees or licensees. Sublessor shall deposit \$ \_\_\_\_\_ with the Apartment corporation upon the date of execution hereof to insure his compliance with the terms of this consent and his obligations pursuant to the terms of the Prime Lease, Said deposit shall be returned following the expiration of the term of the Sublease, less any amounts required to be deducted by the Apartment Corporation in connection with Sublessor's obligations hereunder including but not entitled to, damage to the Building and personalty and fixtures therein and the payment of maintenance.

4. Sublessor shall deliver to the Apartment Corporation monthly an amount equal to twenty-five (25%) percent of the sublessor's monthly maintenance charge during the term of the sublease in payment of the sublet fee due to the Apartment Corporation.

Dated: Brooklyn, New York

\_\_\_\_\_, 199 .

\_\_\_\_\_  
, Sublessee

\_\_\_\_\_  
, Sublessor

CONSENT

135 Willow Owners Corp. hereby consents to the occupancy of  
Apartment \_\_\_\_\_ in the premises 135 Willow Street,  
Brooklyn, N.Y. pursuant to the terms of a certain Sublease  
dated \_\_\_\_\_, between \_\_\_\_\_,  
as Sublessor and \_\_\_\_\_,  
as Sublessee.

By: \_\_\_\_\_

Dated: Brooklyn, New York

\_\_\_\_\_, 199 .