



SUBLET APPLICATION AND ATTACHMENTS

173 HICKS STREET CORPORATION
173 HICKS STREET, BROOKLYN, NY 11201
NOVEMBER 8, 2025

173 Hicks Street Corporation



**173 Hicks Street Brooklyn, NY,
11201**

SUBLET GUIDELINES & APPLICATION

173 Hicks Street is an owner occupied cooperative. Subletting is, therefore, an exception and requires the approval of the Board in every instance. This is intended to protect your rights and investment as a shareholder.

The general guidelines for subletting, presented below, can be revised or modified by the Board at any time but will provide shareholders with some basic expectations of the process.

Sublet Application Process

The shareholder needs to have been a resident of 173 Hicks Street for at least two years, and all amounts owed to the Coop must be brought up to date prior to a sublet being considered.

The sublet approval process has two steps – which can either be accomplished together or one after the other. First the shareholder needs to request consent to sublet. This should be submitted to Adventure via email. Next, an application for a specific sub-lessee, to be approved by the Board, needs to be submitted to Adventure. The application is attached to these rules.

No more than 3 months may elapse between submission of a consent to sublet request and submission of a sublessee.

The Board will consider applications on a First In, First Out basis – based on the submission of a sublessee application.

An interview accompanying this application may be required. The Board will notify the applicant(s) through the Management Agent.

The Board will strive to respond to any application it receives by two weeks from the date of receipt.

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

Sublet Fees

The Sublet application fee (for approval to have a sublet) is \$400. Each sublessee application (whether delivered at the same time as sublet application or as a follow on will be \$150. There are no additional application fees for renewals.

There is a surcharge of 10% of the regular apartment maintenance during the sublet. This will be levied against the shareholder.

In addition, the shareholder needs to provide a 2-month security deposit equal to two months of maintenance. The deposit will be returned upon conclusion of the sublet period.

Should the shareholder owe any outstanding fees

Sublet Lease and Renewals

A sublet lease can be for 1, 2 or 3 years. If the lease is for one year, it can be renewed for two additional years. If the lease is for 2 years, a one-year extension can be made. If for three, there can be no renewal.

A shareholder may request a sublet every 6 years.

Secondary sublets – where a sublessee further sublets the apartment – **are strictly prohibited.**

Maximum Number of Units/Shares

A maximum of 5 residential units can be sublet at any one time. The offices will be treated differently from residential units. All three commercial offices may be sublet at the same time.

Sublets cannot represent more than 25% of the building's shares at any one time.

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

Additional Rules for Subletting

The shareholder must provide a written attestation that their coop loan, if one is outstanding, allows or does not prevent subletting and if any notification to the lender is required that they have made that notification.

The sublessee must be the primary resident. Parents, as an example, can only serve as guarantors – if required. In addition, the Board must be notified of any stay for a non-sublessee of more than a month. Failure to do so is a violation of the building's House Rules.

Every sublessee is required to maintain homeowner's insurance for the unit they are subletting.

The House Rules attached to this package specified the rules related to pets. Where allowed, any pet still requires approval.

The shareholder may keep a set of keys to the apartment in addition to providing the keys to the sublessee. Should the sublessee change the keys to the unit, they must provide both the shareholder and the Coop. through its management agent, with copies of the new keys.

Any request for renovations to the unit needs to be made through the shareholder and may not be approved by the Board. All renovations regardless of the actual work involved require an application or notification to Adventure. For significant (structural) renovations, the tenant needs to give access to a building engineer to make an assessment.

Should the Sub Lessee(s) have a guest for more than one month, the Coop Board must be notified.

Shareholder's Financial Responsibility and Recourse

The shareholder remains responsible for paying their monthly maintenance and the surcharge. The Board reserves the right if the maintenance is not paid to first seek payment from the sublessee and if payment in full is not made, to terminate the sublease upon vote of a majority of Board members.

**Move In/Move Out Rules**

The process and requirements for a move in/move out are applicable to both the shareholder and the sublessee.

At least 72 hours of advanced notice and provision, before move-in date, of the currently required deposit and Certificate of Insurance will be required.

Attachments to the Sublessee Application

The attached documents must be included with the completed sublessee applications before the Board reviews it. Signatures are required in all spots requiring them. A valid electronic signature can be applied. The complete application and its attachments should be provided to the Coop's Management Agent. They will then share it with the member of the Coop Board.

Organization of the Application Package

SECTION	CONTENTS
TO BE COMPLETED BY SHAREHOLDER	
A	Shareholder Information
TO BE COMPLETED BY SUBLESSEE APPLICANT(S)	
B	General Information
C	Apartment Use
D	Current Residence Information (If you have lived in your current residence less than 3 years, please complete the prior residence information)
E	Employment Information (If employed for less than one year, please complete The prior employment information)
F	Other Information
G	Acknowledgement of Cooperatives Right To Collect Rent if the Shareholder Stops Maintenance/Assessment Payments
H	Acknowledgement of the House Rules (Attached to Application)
I	Acknowledgement of Garbage & Recycling Responsibilities
J	Acknowledgement of Adherence to the Proprietary Lease
K	Acknowledgement of Renovation Rules

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

L	Acknowledgement of Stays By Non-Sublessee(s)
M	Acknowledgement of 173 Hicks Street Corporation & Board of Directors Statements
N	Acknowledgement of Board Right to Acquire Additional Information and the Nee for Accurate Information
ATTACHMENTS TO THE APPLICATION	
	The last available 1040 – the first 2 pages and not the attachments – for each applicant (if not married filing jointly)
	The last two paystubs for each applicant
	A credit report (including housing) for each applicant
	One business reference letter stating job function, salary, and length of employment for each applicant
	Two personal reference letters
	Letter from the current landlord or management agent
	One copy of evidence of insurance showing that the apartment being purchased is covered during sublet
	Copy of each applicant's Driver's License or other government issued identification.
	A completed emergency contact form
	A completed Butterfly information sheet
	Authorization for Credit Bureau Report and Background Check
	Recommended Sublet Agreement
DISCLOSURES AND OTHER ATTACHMENTS	
	Current House Rules (acknowledged in the application by the applicant(s))
	Sprinkler Disclosure (to be signed by applicant(s) and shareholder)
	Lead Paint Disclosure (to be signed by Coop Management Agent)
	Window Guard Disclosure (to be signed by applicant(s))
	Bed Bug Disclosure (to be signed by Coop Management Agent)
	Smoke/Carbon Detectors Disclosure (to be signed by applicant(s))
	Indoor Allergen Disclosure (to be signed by Shareholder)

173 Hicks Street Corporation



173 Hicks Street Brooklyn,
NY, 11201

Sublet/Rental Application

A. Shareholder Information

Shareholder Name _____
Unit Number _____
Shareholder's Broker
& Firm _____
Shareholder's Attorney
& Firm _____
Lease Term _____
Rent _____

By signing this application, I acknowledge that I remain responsible for all maintenance, assessment or similar charges levied by the Cooperative and that if I default on any of these charges, the Cooperative may seek payment directly from the sublessee(s). If neither party satisfies the obligations, the Cooperative may terminate the sublease by a majority vote of the Cooperative's Board of Directors.

I also attest that I am allowed to sublet by the terms of any loan(s) I hold for which the apartment and/or its shares are collateral.

Shareholder Signature _____
Date _____
Shareholder Signature _____
Date _____

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

B. General Information

Applicant Name	_____
Driver's License Number/State	_____
Social Security Number	_____
Applicant's Current Address	_____

Applicant's Telephone	_____
Driver's License Number/State	_____
Co-Applicant Name	_____
Social Security Number	_____
Co-Applicant's Current Address	_____

Co-Applicant's Telephone	_____

Names must be entered as they will appear on the sub lease.

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

C. Apartment Use

Do you intend to make this your primary residence?	Yes___ No___
If "no," please explain	_____ _____ _____
Please list the names of all persons that will reside in the apartment.	_____ _____ _____
Please name all residents in the building known by the applicant(s)	_____ _____ _____
Does the applicant intend to maintain any pets?	Yes___ No___
If "yes," please specify	_____
Rule regarding Pets are contained in the House Rules attached to this application.	_____ _____
Do the proposed residents own any musical instruments?	Yes___ No___
If "yes," to what extent will these be played in the apartment?	_____ _____ _____

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

D. Current Residence Information

If you have lived at your current residence for less than three years, please complete the additional prior residence information.

Present landlord or
managing agent name,
address and telephone
number

Length of time at current
residence

Reason for Leaving

Previous landlord or
managing agent name,
address and telephone
number

Length of time at current
residence

Reason for Leaving

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

E. Employment Information

Applicant's Occupation	_____
Applicant's Current Employer	_____
Current Employer's Address	_____

Length of Time in Present Position	_____
Applicant's Previous Employer	_____
Length of Time in Position	_____

Co-Applicant's Occupation	_____
Co-Applicant's Current Employer	_____
Current Employer's Address	_____

Length of Time in Present Position	_____
Applicant's Previous Employer	_____
Length of Time in Position	_____

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

F. Other Information

Have you ever been convicted of a felony?	Yes___ No___
Do the applicant(s) or any family member have diplomatic status?	Yes___ No___
Are you a party in a lawsuit?	Yes___ No___
Are there any outstanding judgements against you?	Yes___ No___
Will any part of your payments be borrowed?	Yes___ No___
Are you obligated to pay alimony or child support?	Yes___ No___
Do or will you own or rent properties other than this sublet?	Yes___ No___
Do you plan to play any musical instruments in the apartment?	Yes___ No___

Please provide additional details if you answered "yes" to any of the above questions.

Please provide any additional information which you feel may be useful or pertinent.

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

G. Acknowledgement of Cooperatives Right To Collect Rent if the Shareholder Stops Maintenance/Assessment Payments

If the Shareholder fails to pay the Cooperative all maintenance, assessments and other charges due in accordance with the terms of the proprietary lease, when such charges are due, the Cooperative may ask the sub lessee(s) to make such payments directly to the Cooperative until such as time as directed to do otherwise.

Any payment made to the Cooperative shall constitute a discharge of the obligation of the payment of rent to the Shareholder to the extent of the amount paid.

If the sublessee(s) fail to make such payments when directed, it is hereby acknowledged by both parties that the Cooperative may terminate the sublease.

If the standard building sublet agreement is not used, a rider to the sublease agreement is attached and needs to be completed as part of this application. It requires both shareholder and sublessee signatures.

H. Acknowledgement of the House Rules (Attached to Application)

The House Rules attached to this application are acknowledged by the sublessee(s). The Cooperative Board may, from time to time, modify or amend the House Rules. It is the responsibility of the shareholder to ensure that the sublessee(s) are notified of any changes.

A copy of the current House Rules is attached. By signing this application, the sublessee(s), the applicants acknowledge they have read the House Rules and will comply with them.

I. Acknowledgement of Garbage & Recycling Responsibilities

It is important for all residents (and their subtenants, household staff, etc.) to properly dispose of their garbage.

Rules and Guidelines for Using the Garbage Chute

Unlike many larger buildings, we do not have a sophisticated compacter. Regular garbage, disposed of by the chute on each floor, drops to a container in the basement. The following items **cannot be disposed** of using the chute:

173 Hicks Street Corporation



173 Hicks Street Brooklyn,
NY, 11201

- All “recycle” garbage **must** be brought downstairs to the basement and distributed properly. This includes:
 - Boxes, newspapers, or other paper products. These need to be broken up and placed behind or in the appropriate recycling bin in the basement.
 - Bottles and cans. These need to be disposed of in the appropriate recycling bin in the basement.
- No bulky items should be thrown down the garbage chute. This includes briefcases, umbrellas and other items that may expand or unfold.
- Cat litter, carpet sweepings including containing naphthalene, camphor balls or flakes, floor scrapings, plastic, or any other inflammable explosive, highly combustible or noxious substances must not be disposed of in the chute nor should vacuum cleaner bags just be emptied into it.
- Anything large or heavy should be carried to the basement.

All regular garbage **must** be double bagged. If garbage is not securely bagged or is disposed of without being properly bagged, the garbage room can become littered with garbage and encourages infestation by insects or worse. Improper handling of garbage results in health risks and is disrespectful of your neighbors.

There are times that a resident may dispose of garbage themselves on the curb in front of the building. Garbage can **only** be placed outside the night before a collection day and after 8PM.

Rules and Guidelines for Garbage Places In Font of the Building

Currently, our building has the following collection schedule (holidays and some snow days being the exception.)

Monday pickup: Large items (including furniture) and trash

Wednesday pickup: Trash, recycling and composting

Friday pickup: Large items (including furniture) and trash

Any garbage needs to be placed out **after** 8PM the night before the day of collection.

Garbage left during the collection day will not be picked up and could trigger additional fines.

If you have specific questions regarding types of garbage, etc., the NY Sanitation Department website is located at: <https://www.nyc.gov/site/dsny/index.page>. You will also be able to see any changes in schedule here.

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

If you fail to comply with these rules, you may be fined. Incorrect usage of the chute may result in fines of **at least** \$100 per incident. The cost of fines the building receives from the City, can also be passed on to the resident causing the problem.

By signing this application, the applicant(s) additionally acknowledge that they have read the statement on garbage and recycling above and will abide by it.

J. Adherence to the Proprietary Lease

The sublessee(s) are responsible for adhering to the terms and rules of the proprietary lease. The Cooperative is not responsible for maintaining, decorating or repairing the interior of the apartment.

By signing this application, the applicant(s) additionally acknowledges they have read this statement and understand it.

K. Acknowledgement of Renovation Rules

All renovations require the pre-approval of the Shareholder and then submitted to the Board for review and approval by the Shareholder. They cannot be submitted by the Sublessee(s).

All renovations regardless of the actual work involved require an application or notification to Adventure. For significant (structural) renovations, the tenant needs to give access to the building engineer to make an assessment. Renovation requests must be submitted through the shareholder and may not be approved

By signing this application, the applicant additionally acknowledges they have read this statement and understand it.

L. Acknowledgement of Stays By Non-Sublessee(s)

The Board needs to be notified of any stay beyond 30 days.

By signing this application, the applicant additionally acknowledges they have read this statement and understand it.

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

M. Acknowledgement of 173 Hicks Street Corporation & Board of Directors Statements

In signing this application, the applicant(s) acknowledge the following:

- Neither 173 Hicks Street Corporation, anyone connected with it, or any individual shareholder is authorized to make any statements or representations concerning the cooperative, the shares or lease or the sublet guidelines which are the subject of this application. No such representation by the Cooperative shall be binding unless made in writing and signed by a duly authorized officer of the Cooperative.
- Neither 173 Hicks Street Corporation nor anyone connected with it shall be liable as respects any matter concerning this application or failure to act on the part of the shareholder or the Corporation with respect to this application or the proposed sublet referred to herein
- The Board of Directors or a committee designated by the Board of Directors will not interview applicants until all information and documentation have been provided and both the applicant and shareholder have complied with the procedures and requirements for subletting and the Board is able to review and verify such information. The Board of Directors has the right to request such other and further information and documents as it, in its discretion, may deem appropriate

By signing this application, the applicant additionally acknowledges they have read these statements and understand them

N. Acknowledgement of Board Right to Acquire Additional Information and the Need for Accurate Information

I authorize the Cooperative Board and/or its authorized Management Agent to verify all information stated above; to obtain any credit report or background information they deem necessary for the sole purpose of review and processing this application. I acknowledge that giving false information is grounds for rejecting this application.

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

By signing below, the applicant(s) acknowledge that the above information is correct to the best of their knowledge and that they have read the guidelines, House Rules and the details of sections G through N of this application form and acknowledge and will abide by these rules.

Applicant Signature _____

Date _____

Co-Applicant Signature _____

Date _____

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

ATTACHMENTS TO THE APPLICATION

- **The last available 1040 – the first 2 pages and not the attachments – for each applicant (if not married filing jointly)**
- **The last two paystubs for each applicant**
- **A credit report (including housing) for each applicant**
- **One business reference letter stating job function, salary, and length of employment for each applicant**
- **Two personal reference letters**
- **Letter from the current landlord or management agent**
- **One copy of evidence of insurance showing that the apartment being purchased is covered during sublet**
- **Copy of each applicant's Driver's License or other government issued identification.**
- **A completed emergency contact form**
- **A completed Butterfly information sheet**
- **Authorization for Credit Bureau Report**
- **Copy of the sublet agreement (a recommended sublessee agreement is included in this package).**

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

1040:

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

Pay Stubs:

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

Credit Reports:

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

Business Reference Letter:

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

Personal Reference Letters:

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

Letter from the current landlord or management agent:

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

Evidence of insurance showing that the apartment being purchased is covered during sublet:

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

Driver's License(s) or Other Government Issued Identification:

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

Emergency Contact Form:

Occasionally an emergency or maintenance problem may occur where it is imperative for management to contact a resident who is not home. Repair work can be hampered when residents are out of the building. To avoid this problem, we are requesting that you complete the information below. You are required to provide keys for your apartment to the cooperative corporation. In addition, it is also suggested that you give someone an extra set of keys for your apartment.

Apartment Number:

TENNANT 1:

Name:

Home Telephone:

Mobile Telephone:

Work Telephone:

Email Address (1):

Email Address (2):

TENNANT 2:

Name:

Home Telephone:

Mobile Telephone:

Work Telephone:

Email Address (1):

Email Address (2):

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

TENNANT 3:

Name:

Home Telephone:

Mobile Telephone:

Work Telephone:

Email Address (1):

Email Address (2):

In case of emergency contact:

Name:

Home Telephone:

Mobile Telephone:

Work Telephone:

Email Address (1):

Email Address (2):

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

Butterfly Information Sheet

Change requests will be approved by the Board and our Management Agent will send these to Butterfly for implementation.

New tenant changes will become effective on the move in date, if they are submitted with enough time for processing.

Apartment: _____

Submitter: _____

Date Submitted: _____

☐ New tenant. If new tenant, move in date: _____

☐ Addition to existing intercom entries

☐ Change of existing phone or email contact.

Name	
Phone number to display	Email contact:

Name	
Phone number to display	Email contact:

Name	
Phone number to display	Email contact:

Signature: _____

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

Authorization for Credit Bureau Report

The undersigned authorizes 173 Hicks Street Corporation, its Board of Directors and its agents to contact any employers, banks, landlords, educational institutions, references and credit investigatory agencies for information bearing upon this application. I also authorize my references to respond to all your information and documentation requests.

I have been advised that I have the right, under Section 606B of the Fair Credit Reporting Act, to make a written request, within a reasonable amount of time, to understand the nature and scope of the investigation requested by you and should my/our application be denied or other adverse action is taken against me/us due to a screening report the Cooperative and/or its Management Agent uses, the Cooperative and/or its Management Agent must tell you so and how to contact the screening company to obtain a free copy of the report.

I further understand that I may obtain a free report from each of the 3 national consumer reporting agencies (Experian, Equifax and Trans Union) once annually either directly from them, or through www.annualcreditreport.com , and that I have the right to dispute any inaccurate information with them.

Applicant

Name: _____

Address: _____

Social Security Number: _____

Date of Birth: _____

Previous Address: _____

Signature: _____

Co-Applicant

Name: _____

Address: _____

Social Security Number: _____

Date of Birth: _____

Previous Address: _____

Signature: _____

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

DISCLOSURES AND OTHER ATTACHMENTS TO THE APPLICATION

- **Current House Rules (acknowledged in the application by the applicant(s))**
- **Sprinkler Disclosure (to be signed by applicant(s) and shareholder)**
- **Lead Paint Disclosure (to be signed by Coop Management Agent)**
- **Window Guard Disclosure (to be signed by applicant(s))**
- **Bed Bug Disclosure (to be signed by Coop Management Agent)**
- **Smoke/Carbon Detectors Disclosure (to be signed by applicant(s))**
- **Indoor Allergen Disclosure (to be signed by Management Agent)**

173 Hicks Street Corporation



**173 Hicks Street Brooklyn, NY,
11201**

House Rules

(Effective July 1, 2019, and Revised July 11, 2023, July 30, 2024, and May 15, 2025)

The following terms apply:

- Residents: All Building occupants
 - Resident Shareholders: Resident apartment owners Building: The physical buildings and the shared exterior areas
 - Board of Directors: The elected Board of Directors of 173 Hicks Street Corporation Management: The Managing Agent
1. The public halls and stairways of the building shall not be obstructed or used for any purpose other than to enter or exit apartments in the Building.
 2. The entrance doors to the Building must be closed and always locked. Residents must make sure the entrance door closes as they enter or exit the Building. In the event of a move, the doors may not be left unattended. Residents should not let in any person or persons unknown to them.
 3. Children should not play in the public halls, stairways, rooftops or fire escapes, and should not be permitted on the roof unless accompanied by a responsible adult.
 4. Smoking is prohibited in all public areas of the Building, including, but not limited to, the lobby, hallways, stairwells, rooftops, basement, elevator and laundry room. Secondhand smoke of any kind will not be tolerated. All Residents who smoke or use smoke producing products must purchase a quality air purifier for the purpose of removing cigarette, tobacco, marijuana, herbs, plants, liquids and/or any other combustible material from the air.
 5. The building's rooftop is not for personal or recreational use and may not be accessed without prior written approval from the Board of Directors

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

-
6. No large articles of any kind, including, but not limited to, bicycles, tricycles, scooters, strollers, baby carriages or similar vehicles, shall be placed or allowed to stand in the lobby, hallways, passageways, stairwells, or other public areas of the Building.
 7. The Board of Directors, at their discretion, may choose to decorate the Building's walls. In addition, no public hall of the Building shall be decorated or furnished by any Resident in any manner without the prior consent of the Resident Shareholders on the landings where the apartments are located and the Building's Board of Directors.
 8. No Resident shall make or permit any disturbing noises in the building or do or permit anything that will interfere with the rights, comfort or convenience of any of the other Residents. Specifically, no Resident shall play or allow the playing of, or operate any, musical instrument, phonograph, radio, television, loudspeaker, or similar equipment, between the hours of 10 P.M. and the following 8 A.M., if the same shall disturb or annoy other Residents of the building. No construction or repair work or other installations 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.
 9. All Residents moving in or out of the building must notify Management no less than 72 hours prior to such times and must deliver to Management a deposit check to held against damages to the building. Contact Management for the deposit. The cost of any damage found because of the move will be charged to the Shareholder owning the unit. Such moves may be conducted on Monday-Saturday (not including legal holidays) and only between the hours of 8:30 A.M. and 6:00 P.M.
 10. No article shall be hung or shaken from the doors, or windows, or placed upon the windowsills of the building.
 11. No awnings, window air-conditioning units or ventilators shall be used in or about the Building unless approved by Management, nor shall anything be projected out of any window without similar approval. Window air conditioning units must be properly bracketed in accordance with applicable



New York City regulations. Water condensation from air-conditioning units must be projected / directed away from the building. The cost of repairing any water damages or stains from such units to the exterior of the building will be charged to the Shareholder owning the unit.

12. No sign, notice advertisement or illumination shall be inscribed or exposed in or on any window or other parts of the building, unless item is approved in writing by the Board of Directors.
13. Garbage and refuse from the apartments shall be disposed of only at such times and in such manner as the superintendent or the managing agent of the building may direct. **Under no circumstances may construction debris be left in the trash area.**

Bulk items, including household furniture, crates, sticks of wood or other large or solid matter should avoid being placed in the basement but rather placed curbside in front of the building the night before sanitation pick-up. All metal cans, bottles and newspapers must be brought down to the basement garbage room and placed in the proper receptacles provided. All cartons and boxes must be broken down until flat and placed behind the proper trash receptacles. The following rules shall be observed with respect to refuse disposal:

- a. All wet debris is to be securely wrapped or bagged in small package size to fit easily into the trash chute.
- b. Debris should be completely drip-free before it leaves the apartment and carried to the trash chute in a careful manner and in a drip-proof container; then placed into the chute.
- c. **No bottles, newspapers or cans shall be dropped down the chute** but shall be left in the proper recycling bins located in the basement. No trash shall be left in the halls or under the trash chute at any time.
- d. Bulky items, cartons, boxes, crates, sticks of wood or other solid matter shall not be stuffed into the trash chute. Small items of this nature may be left in a neat manner in the garbage room located in the basement.
- e. **At no time should cat litter be put down the compactor chute. Cat litter should be brought down to the basement**
- f. Under no circumstances should carpet sweepings containing naphthalene, camphor balls or flakes, floor scrapings, plastic or any

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

-
- other inflammable explosive, highly combustible or noxious substances or lighted cigarettes or cigar stubs be thrown into the trash chute but should be brought down to the garbage room.
- g. Vacuum cleaner bags must never be emptied directly into the chute. Such dust, direct, etc. should be wrapped in a securely tied bag or package and then placed into the trash chute.
14. Toilets, drains and other water apparatus in the Building shall not be used for any purpose other than those for which they were constructed. No plaster, rags, paper towels, condoms, sanitary napkins, paper bags, newspapers, excessive amounts of toilet paper, any plastic items, small, deceased animals (birds, turtles, fish) or any other customarily inappropriate article may be disposed of into the toilets or drains. The cost of repairing any damage resulting from the misuse of any water or drainage apparatus shall be paid for by the Shareholder in whose apartment it shall have been caused.
15. No pigeons or other birds or animals shall be fed from the windowsills, rooftops, or other public portions of the building or on the sidewalk or streets adjacent to the building. Pets are not permitted unless expressly approved by the Board. Assistance Animals are permitted in accordance with applicable law. Shareholders are responsible that approved pets do not become a nuisance to other Residents. The Cooperative will make reasonable accommodations for lessees in need of an Assistance Animal, in full compliance with applicable requirements of HUD (U.S. Department of Housing and Urban Development), DHR (NYS Division of Human Rights), the NYC Commission on Human Rights and any other government entities. Please speak with the Management Agent to obtain a copy of the procedures for Assistance Animals and the Assistance Animal Request & Registration form. No animal shall be permitted in any of the public parts of the building unless carried or leashed. Pet owners will not harbor, substitute, or "pet sit" any other pet(s) on the premises, nor may pets be kept for commercial purposes.
16. No radio or television aerial, or satellite dish shall be attached to or hung from the exterior of the building without the prior written approval of the Board of Directors.



-
17. Unless expressly authorized by the Board of Directors, the floors of each apartment must be covered with rugs or carpeting, or equally effective noise-reducing material as deemed effective by the Board, to the extent of at least 80% of the floor area of each room, excepting only kitchens, pantries, bathrooms and closets.
 18. No group tour or exhibition of any apartment or its contents shall be conducted, nor shall any auction sale be held in any apartment, or on the sidewalk surrounding the building, without the consent of the Board of Directors.
 19. The Residents shall keep the windows of the apartment clean. In case of refusal or neglect of the Resident, after 10 days' written notice from Management to clean the windows, such cleaning may be done by the Board of Directors, which shall have the right, by its officers or authorized agents, to enter the apartment for that purpose and to charge the cost of such cleaning to the unit Shareholder.
 20. No Washers or Dryers are permitted in any apartment.
 21. The agents of the Building, and any contractor or workman authorized by the Building, may enter any Apartment at any reasonable hour of the day for the purpose of inspecting Apartments to effect emergency repairs and to control any vermin, insects or other pests. If the Cooperative must take measures to control or exterminate any infestation problem, the cost thereof shall be payable by the Shareholder.
 22. In situations that involve emergency repairs, Residents must provide access. If the Resident has not provided a key for such access, the Board will hire a locksmith to enter the apartment, at the Shareholder's expense.
 23. All Residents are responsible for cleaning up debris that result in all repairs. It is not the responsibility of the cooperative to clean up after an emergency repair has taken place (i.e. cleaning up plaster and other debris caused by a broken pipe).
 24. Any equipment or appliances found by the Building to be of poor quality, or to result in damage to the Building or interruption of service to other portions of



the Building, or that which is visible from outside the Building and found to be rusty or discolored, or found to create excessive noise that interferes with the quality of life to neighboring residents, shall be removed or replaced at the order of the Board of Directors, at the respective Shareholder's sole expense. If Shareholder does not respond within ten days after written notice is given, the Board of Directors shall exercise the right to remove the item in question at the expense of the Shareholder.

25. Shareholders wishing to make renovations or improvements to apartments must receive consent from the Board of Directors by submitting to Management a fully completed Alteration Agreement. No work may begin until written consent is given. All work is done in accordance with applicable New York City building codes and with all appropriate licenses, permits and insurance certificates. Alteration Agreements are available at the Management office. No jetted bathtub, spa, whirlpool or Jacuzzi shall be installed in any apartment.
26. Any repair or renovation that may affect the performance of building service or cause damage to any portion of the building outside the apartment will be the responsibility of the Shareholder to immediately repair.
27. A cleaning fee for the common areas of the building will be assessed for a minimum amount of \$50.00 per occurrence to the Resident Shareholders who have not cleaned up, or not caused to be cleaned, the debris created by them, their sublet tenants, guests, visitors, movers, trades people, etc.
28. It is a violation of the rules and regulations of the Building to sublet any apartment to any individuals without the express consent of the Board of Directors. The use of any apartment for short term rental, as with Air BnB (or similar service), is a direct violation of the Building's Proprietary Lease and NYC Code. No short-term rentals of any unit, or any rooms within a unit, are permitted.
29. Any Shareholder seeking to sublet his or her apartment must apply as the required by Cooperative and comply with the process and rules for subletting established by the Board of Directors of the Cooperative. These rules and applications may be changed from time to time at the Board of



Directors' discretion and will be published to the shareholder. The Board may accept or reject the application in its sole and absolute discretion.

30. Each apartment shall have installed, in an appropriate location or locations, one or more smoke detectors and carbon monoxide detectors, in compliance with New York City code, which shall always be maintained in operational condition.
31. Complaints from non-owner Residents regarding the service of the building should be made to the Shareholder owning the unit. In cases of emergency, lack of heat or hot water, or in cases of an active water leak, all Residents are directed to contact Management.
32. All Shareholders are required to have Renters/Homeowners Insurance. All policies must include liability protection for units affected by any action caused by the Resident (i.e. water damage caused by sink overflow). Should an incident occur, with no such insurance in place, the Shareholder will be personally liable for all costs involved.
33. All Residents shall provide the Building with a copy of a key to each lock providing access to the unit or any storage area and, if the lock should be changed, provide the Building with an immediate replacement upon installation. If any Resident does not provide a key and an emergency does arise, Management or the Board may authorize the forcible entry of the apartment or storage space without liability for damages and the cost of replacing any lock will be charged to the Shareholder.
34. It is the responsibility of all Residents to make sure Management has up to date information regarding work and home telephone numbers, as well as names of additional residents living in the apartment. This information will help Management in cases of emergency.
35. The passenger elevator is to be used by residents, members of their families, their guests, and employees. It should not be used by contractors moving construction material nor by professional moving companies moving large or heavy items.
36. Large packages and the like being delivered to the Building shall not be

173 Hicks Street Corporation



**173 Hicks Street Brooklyn,
NY, 11201**

allowed to stand in the hallways unattended. Residents should be home to accept these items or plan to have the item moved into the apartment at time of delivery.

37. No Resident shall install any plantings on any terrace, balcony or roof without the approval of the Board. Plantings must be contained in boxes of wood lined with metal or other material impervious to dampness and standing on supports at least two inches from terrace, balcony or roof surface and if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. It is the responsibility of the Resident to maintain the containers in good condition and the drain tiles and drains surrounding the containers in operating condition.
38. Complaints regarding the service to the building shall be made in writing to the Board of Directors.
39. These House Rules go into effect as of the date set forth above and supersede and replace all prior versions of such rules.

Any consent or approval given under these House Rules is revocable at any time. These House Rules may be added to, amended or repealed at any time by resolution of the Board of Directors of the Coop.

SPRINKLER DISCLOSURE

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

Name of tenant(s): _____

Lease Premises Address: _____

Apartment Number: _____ (the "Leased Premises")

Date of Lease: _____

CHECK ONE:

1. ☐ There is **NO** Maintained and Operative Sprinkler System in the Leased Premises.
2. ☐ There is a Maintained and Operative Sprinkler System in the Leased Premises.
 - A. The last date on which the Sprinkler System was maintained and inspected was on _____.

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

Acknowledgment & Signatures:

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

Tenant :	Name: _____	
	Signature: _____	Date: _____
	Name: _____	
	Signature: _____	Date: _____
Owner	Name: _____	
	Signature: _____	Date: _____

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR PREVENTION OF LEAD BASED
PAINT HAZARDS—INQUIRY REGARDING CHILD

You are required by law to inform the owner if a child under six years of age resides or will reside in the dwelling or dwelling unit (dwelling/unit) for which you are signing this lease/commencing occupancy. Beginning on January 1, 2020, the term "resides" means that a child under six routinely spends 10 or more hours per week in the dwelling/unit. If such a child resides or will reside in the dwelling/unit, the owner of the building is required to perform an annual visual inspection of the dwelling/unit to determine the presence of lead-based paint hazards. IT IS IMPORTANT THAT YOU RETURN THIS FORM TO THE OWNER OR MANAGING AGENT OF YOUR BUILDING TO PROTECT THE HEALTH OF YOUR CHILD. If you do not respond to this notice, the owner is required to attempt to inspect your dwelling/unit to determine if a child under six years of age resides there.

If a child under six years of age does not reside in the dwelling/unit now, but does come to reside in it at any time during the year, you must inform the owner in writing immediately. If a child under six years of age resides in the dwelling/unit, you should also inform the owner immediately at the address below if you notice any peeling paint or deteriorated subsurfaces in the dwelling/unit during the year.

Whether or not a child under age six will reside in the dwelling/unit apartment, the owner of the building is also required to fix all lead-based paint hazards and underlying defects that may cause paint to peel, make floors, window sills and window wells smooth and cleanable, remove or cover all lead-based paint on friction surfaces of doors and door frames, and remove or cover all lead-based paint on friction surfaces of windows or install window channels or slides. This work should be performed before you move into the dwelling/unit, and the owner must properly clean the dwelling/unit after the work is completed.

Please complete this form and return one copy to the owner or his or her agent or representative when you sign the lease/commence occupancy of the dwelling/unit. Keep one copy of this form for your records. You should also receive a copy of a pamphlet developed by the New York City Department of Health explaining about lead based paint hazards when you sign your lease/commence occupancy.

CHECK ONE: ☐ A child under six years of age resides in the dwelling or dwelling unit
 ☐ A child under six years of age does not reside in the dwelling or dwelling unit

_____ (Occupant signature) _____ (Date)

Print occupant's name, address and apartment number: _____

(NOT APPLICABLE TO RENEWAL LEASE) Certification by owner: I certify that I have complied with the provisions of §27-2056.8 of Article 14 of the Housing Maintenance Code and the rules promulgated thereunder relating to duties to be performed in vacant units, and that I have provided a copy of the New York City Department of Health and Mental Hygiene pamphlet concerning lead-based paint hazards to the occupant.

_____ (Owner signature)

RETURN THIS FORM TO:

Owner representative name: _____

Address: _____

OCCUPANT: KEEP ONE COPY FOR YOUR RECORDS

OWNER COPY/OCCUPANT COPY

Información en Español en el otro lado.

Window Guards Required Lease Notice to Tenant

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

Your landlord (the owner or managing agent) 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 them to install window guards at any time (you do not need to 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 one:

- ☐ Children 10 years of age or younger live in my apartment.
- ☐ No children 10 years of age or younger live in my apartment.
- ☐ I want window guards even though I have no children 10 years of age or younger.

Tenant's Name: _____

Tenant's Address: _____ Apartment Number: _____

Tenant's Signature: _____ Date: _____

Return this form to:

Name of landlord (owner or managing agent): _____

Address of landlord (owner or managing agent): _____

For further information, call **311** and ask about window falls prevention.

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

**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/Agent: _____ Dated: _____

SMOKE/CARBON MONOXIDE DETECTORS CERTIFICATION FORM

Name: _____

Address: _____

Apartment: _____

I certify that I have inspected the unit _____ and that ___ smoke/carbon
monoxide detector(s) was (were) present and in operable condition. I
understand that it is my responsibility to maintain the smoke/carbon monoxide
detector(s).

Applicant/Sublessee's Signature: _____

Co-Applicant/Co-Sublessee's Signature: _____

LEASE/COMMENCEMENT OF OCCUPANCY NOTICE FOR INDOOR ALLERGEN HAZARDS

1. The owner of this building is required, under New York City Administrative Code section 27-2017.1 et seq., to make an annual inspection for indoor allergen hazards (such as mold, mice, rats, and cockroaches) in your apartment and the common areas of the building. The owner must also inspect if you inform him or her that there is a condition in your apartment that is likely to cause an indoor allergen hazard, or you request an inspection, or the Department has issued a violation requiring correction of an indoor allergen hazard for your apartment. If there is an indoor allergen hazard in your apartment, the owner is required to fix it, using the safe work practices that are provided in the law. The owner must also provide new tenants with a pamphlet containing information about indoor allergen hazards.

2. The owner of this building is also required, prior to your occupancy as a new tenant, to fix all visible mold and pest infestations in the apartment, as well as any underlying defects, like leaks, using the safe work practices provided in the law. If the owner provides carpeting or furniture, he or she must thoroughly clean and vacuum it prior to occupancy. This notice must be signed by the owner or his or her representative, and state that he or she has complied with these requirements.

I, _____ (owner or representative name in print), certify that I have complied with the requirements of the New York City Administrative Code section 27-2017.5 by removing all visible mold and pest infestations and any underlying defects, and where applicable, cleaning and vacuuming any carpeting and furniture that I have provided to the tenant. I have performed the required work using the safe work practices provided in the law.

Signed:

Print Name:

Date:

What Tenants Should Know About Indoor Allergens (Local Law 55 of 2018)

Allergens are things in the environment that make indoor air quality worse. They can cause asthma attacks or make asthma symptoms worse. Common indoor asthma triggers include cockroaches and mice; mold and mildew; and chemicals with strong smells, like some cleaning products. Environmental and structural conditions, like leaks and cracks in walls often found in poorly maintained housing, lead to higher levels of allergens.

New York City law requires that property owners take steps to keep their tenants' homes free of pests and mold. This includes safely fixing the conditions that cause these problems. Tenants also play a role in preventing indoor allergens.

TENANTS SHOULD:



Keep homes clean and dry.



Avoid using pesticides and chemicals with strong smells (for example, cleaning products, air fresheners).



Place food in sealed containers. Keep counters and sinks clean. Get rid of clutter such as newspapers and paper bags.



Tell property owners or building superintendents (also known as supers) right away if there are pests, water leaks, or holes or cracks in the walls and floors.



Use garbage cans with tight-fitting lids.



Let building staff into homes to make any needed repairs.



Take garbage and recycling out every day, and tie up garbage bags before putting them in compactor chutes.



Call 311 if property owners or supers do not fix the problem or if repair work is being done unsafely.

If you are a tenant and you or your child has moderate or severe persistent asthma, and there are pests or mold in your home, your doctor can request a free home environmental inspection for you through the New York City Health Department's Online Registry. Talk to your doctor or call 311 to learn more.

For more information about property owner responsibilities and safely fixing indoor allergen hazards, see the reverse side of this fact sheet.

For more information about safely controlling asthma, visit nyc.gov/health/asthma.