Sublease Application Form

Dear Applicant:

Thank you for considering Hudson Troy Towers Apartment Corporation ("HTTAC") as your new residence. As part of the application process, you are required to read through and complete this applicant package. Please return it to HTTAC with all of the necessary documentation.

This document defines the requirements for a complete package.

In addition, you should read the HTTAC, House Rules, and Fire Safety Procedures. Copies of these will be provided by your real estate agent, landlord, or our management office. Please become familiar with these important documents.

Prospective applicant(s) must complete and submit 1 (one) completed package of this Application, along with other required employment and financial documentation described below.

Upon receipt of the application, the entire process of review, background and credit check, interview, and approval decision may take up to 30 days.

No applications shall be processed if any documentation is missing or incomplete.

The application fee is non-refundable.

All prospective residents of the apartment must attend the interview. At the interview, applicants will have an opportunity to ask any questions.

The applicants and the shareholder will be notified in writing regarding the Board's decision. A move-in date cannot be scheduled until you have received written approval.

All information reviewed by the Board of Directors during the application process will remain confidential.

A Sublease Application Package requires the following:

- ☐ A copy of "Shareholder Permission to Sublet" form (furnished by shareholder)
- ☐ A completed HTTAC Sublease Application form. This information is required for all applicants.
- ☐ A photograph of each person who will be living in the apartment.
- ☐ A copy of a valid government issued ID (i.e. Driver's license, Passport, Visa) for all residing in the unit.
- ☐ A copy of a fully executed Sublease Agreement.
- ☐ A copy of the previous two years of Federal (only) income tax returns including all schedules, W-2 and 1099 forms, and corporate returns/partnership papers, if applicable.
- ☐ Two (2) months of your most recent pay stubs or if not applicable, a copy of equivalent proof of income.

- ☐ Two (2) months of your most recent bank statements.
- ☐ Two (2) letters of reference (one must be a Business reference).
- ☐ A check for $300 application fee plus $75 fee per applicant to complete a consumer background check. Check should be made payable to the Hudson Troy Towers Apartment Corporation. **This is nonrefundable.**

- ☐ Any person over 18 who intends to reside in the apartment and is not on the lease should complete a Resident (non-shareholder, non-sub lessee) Application form.

Upon approval, management will schedule your Move-In Date. Applicants should note that HTTAC has a $250 Move-In and a $250 Move-Out fee. The total fee of $500 for both must be paid prior to moving in. Please refer to the attached "Move Guidelines and Acknowledgement form".

In addition to the monthly rent paid to the shareholder (owner) per your sublease agreement, you may incur additional charges for pool passes, guest parking, gym fees, and monthly parking (if not included in your rent). These charges will be billed to the shareholder (owner); management does not accept cash or other payments onsite.

If you have any questions on the charges of the above items, you can reach out to the management office to provide the necessary detail. Call (201) 865-6000 between the hours of 9 am to 5 pm Monday through Friday or email sally.ensmann@fsresidential.com

Thank you.

Very Truly Yours,

Daniel Ortiz
Building Manager

HTTAC Sublease Application Form

All proposed sub lessees shall complete this form. All non-sub lessee/proposed residents over 18 must complete a Resident Application form.

Sub lessee Information		
General Information Required	**Information Provided**	
1. Apartment Number		
2. Current Owner of Apartment (Landlord's) Name		
3. Name (s) of Applicants		
4. Number of people who will be occupying the apartment		
5. Household consists of (list names and relationship of individuals who will be living in the apartment)		
6. Any Pets (describe # and type) HTTAC has a No Dog Policy		
Sublease Information Required	**Information Provided**	
7. Monthly Rent		
8. Security Deposit		
9. Is this apartment furnished? Yes/No		
10. Lease Commencement Date		
11. Lease Termination Date		
Personal Information Required	**Sub lessee**	**Co-Sub lessee**
12. Date of Birth		
13. Social Security Number		
14. Address -Street		
15. Address – City, State and Zip code		
16. Type of Dwelling		
17. Number of Years Residing There		
18. Home Telephone Number		
19. Cell Telephone Number		
20. Email Address		

Occupation Information Required	Sub lessee	Co-Sub lessee
21. Employer		
22. Employer's Address - Street		
23. Employer's City State, Zip Code		
24. Employer's Telephone Number		
25. Your Position/Title		
26. Length of Employment		
27. Current Salary		
28. Personnel Director / Supervisor Name and Telephone Number		
29. Other Sources of Income		
Reference Information Required	**Sub lessee**	**Co-Sub lessee**
30. Present Landlord – Name		
31. Present Landlord – Phone #		
32. Present Landlord's Email Address		
Education Information Required		
33. High School & Graduation Year		
34. College Name, Degree & Graduation Year		
35. College Name, Degree & Graduation Year		
Other Contact Information	**For Shareholder**	**For Sub lessee**
36. Real Estate Agent		
37. If represented by an agent, name of agent, agent's telephone #/agent's email address		

Statement of Policy Regarding Subletting

a. Section 15 of the Proprietary Lease provides that "…the Lessee shall not sublet the whole or any part of the apartment or renew or extend any previously authorized sublease, unless consent thereto is duly authorized by a resolution of the Admissions Committee of the Board or given in writing by a majority of such Committee." It is expected and anticipated that every assignee of a Proprietary Lease and owner of shares of Troy Towers shall reside in the apartment, except as otherwise provided for in this Resolution. Troy Towers shall not waive from this policy except as set forth herein.

b. The Shareholder must own the appurtenant shares and reside in the apartment that he/she seeks to sublet for a period of at least two (2) years prior to the date the application for subletting and required documentation is received in the Management Office. "Required documentation" shall mean all of the following items: a proposed sublease signed by both the shareholder and proposed sublessee, completed application and all supporting documentation required by the Admissions Committee. "Application" shall be defined as the submission to the Manager's Office of all required documentation.

c. The time that an apartment may be subleased pursuant to this Resolution shall not exceed a total of three (3) years, comprised of three consecutive one (1) year lease terms, from the date in which the first sublease commences. If the shareholder returns to reside in his apartment, he may sublease his apartment again without residing in his apartment again for an additional two years, upon submission of a completed application and provided not more than 19% of apartments are sublet at that time.

d. Any shareholder subleasing his apartment shall be required to pay an administrative and processing fee, in addition to any other fees or charges permitted by the Corporation's governing documents, in an amount of $2.00 per share, payable each year at the commencement of the lease/renewal term.

e. The shareholder may sublet his apartment for a maximum of three (3) times during the said three (3) year period. However, Troy Towers may permit additional one (1) year sublease terms beyond the three (3) year period, based upon availability, in its sole and absolute discretion. Shareholders that desire to lease for such additional terms must submit a completed Application to the Manager's office at least sixty (60) days prior to the termination of the current sublease term. Such one year extensions shall not be granted if other shareholders are on a waiting list to sublet their apartment as set forth in Section I(k) of this Resolution.

f. The sublease between the shareholder and sublessee shall only be for a term of one (1) year, neither more nor less. The sublease shall be subject to review by the Admissions Committee annually upon renewal.

g. A shareholder who owns more than one (1) apartment and who has resided in Troy Towers for at least two (2) years may only sublet the apartment in which he resides at the time of the application for subletting. At no time may a shareholder sublet more than one unit during the three (3) year period.

h. At any time during the sublease term Troy Towers reserves its right to seek an eviction of the subtenant and termination of the Proprietary Lease, in addition to any and all other remedies that may be available, for any breach of this Resolution or a breach of the governing documents of the Corporation.

i. Applications for hardship shall not be considered or permitted by Troy Towers in lieu of the rules and regulations set forth in this subletting Resolution.

j. The shareholder shall be responsible for all legal fees and costs incurred by Troy Towers related to or concerning this Resolution, sublet consideration and/or any litigation arising out of or related to the contents of this Resolution, including but not limited to an action to enforce the provisions of this Resolution.

k. Troy Towers shall not allow the subletting of more than nineteen percent (19%) of the total number of apartments at any given time. For purposes of establishing priority, an application for sublease, as defined herein, shall be considered on a first come first serve basis. Once nineteen percent has been attained, shareholders who desire to sublet their unit shall submit an application for sublease, as defined herein, and will be placed on a waiting list. Shareholders who have not previously sublet their apartment shall receive priority over Shareholders who have previously sublet their apartment.

l. The right to sublet an apartment shall become effective upon approval of the sublessee by the Admissions Committee. Thereafter, the sublease terms must commence within ninety (90) days of the Admissions Committee's decision. Failure to act within the said ninety (90) days shall cause the shareholder to forfeit his right to sublease and a new application must then be submitted.

m. The sublessee may not sublet to another party or assign the sublease to another party. Such conduct shall be cause to evict the sublessee, in addition to any and all other remedies available to Troy Towers.

n. All shareholders subleasing an apartment must notify the Board of the termination date of the sublease term sixty (60) days prior thereto. Failure to do so may result in forfeiture of the right to renew the sublease. This provision shall also apply to all future leases.

o. All violations of the provisions of this Resolution or any subleasing provisions in the Corporation's governing documents or Proprietary Leases shall result in the imposition of a $500 fine, with each day that a violation continues being deemed a separate violation.

_____ _____

Signature of Sub lessee #1 Date

_____ _____

Signature of Co-Sub lessee #2 Date

Acknowledgement and Consumer Report Release Form-1

The applicant(s) understands that this application is subject to the approval of the Board of Directors of the Hudson Troy Towers Apartment Corp. It is the responsibility of the corporation to maintain a financially responsible shareholder body to support all of its common debt and taxes.

The Board of Directors may require further information and will require that all sub lessee(s) and non-sub lessee residents appear for a personal interview or interviews. The sub lessee(s) are advised that the application(s) shall be subject to the approval of the Board of Directors without which the proposed sublease may not be consummated. In this regard, all sub lessee(s) are directed to the Bylaws of the Hudson Troy Towers Apartment Corp. and the House Rules, which govern the occupancy of the cooperative by all residents.

In no event will HTTAC or the Board of Directors or its agents be responsible for any liabilities or expenses incurred by any sub lessee whose application is disapproved. While the Board of Directors will attempt to review all applications promptly the Board of Directors and its agents assume no responsibility for expenses or liabilities resulting from any delay in its review.

The sub lessee(s) is advised that falsification of any of the foregoing information, or omission of material information, may result, without limitation, in revocation of the Board of Directors' approval and termination of the applicant's lease.

The undersigned hereby authorizes the Board of Directors to contact without any notification to the sub lessees, any of the employers, banks, landlords, educational institutions, references, etc. described herein in order to elicit information bearing upon this application. The undersigned hereby authorizes(s) First Service Residential, as the managing agent for the building, to obtain a consumer report(s) on the undersigned (or each of them), including but not limited to: (i) credit report (ii) criminal history (iii) housing court records (iv) employment records and (v) other pertinent information, including records of public agencies and personal interview of the people who know the undersigned. The undersigned understand(s) that upon request, the undersigned is/are entitled to a disclosure of the nature and scope of the investigation to be requested by you of the Consumer Reporting Agency.

The undersigned further acknowledges receipt of the House Rules and Statement of Policy regarding Subleasing at the Hudson Troy Towers Apartment Corp. and agrees to abide by all of the terms and conditions set forth therein.

_____ _____

Signature of Sub lessee #1 / Date Signature of Co-Sub lessee #2 /Date

SHAREHOLDER/RESIDENT EMERGENCY CONTACT FORM

Date: _____ **Apartment #:**_____

SHAREHOLDER/RESIDENT #1

Name: _____ Email Address: _____

Home#:_____ Work#:_____

Cell #: _____ Fax#:_____

SHAREHOLDER/RESIDENT #2

Name: _____ Email Address: _____

Home#:_____ Work#:_____

Cell#:_____ Fax#:_____

EMERGENCY CONTACT:

Please provide the names of individuals to be contacted in the event of an emergency:

Name/Relationship: _____ Name/Relationship: _____

Address: _____ Address: _____

Phone#: _____ Phone#:_____

Cell #: _____ Cell #: _____

IN CASE OF EMERGENCY, WILL THE FRONT DESK, OFFICE, OR ANOTHER RESIDENT HAVE KEYS TO YOUR APARTMENT?

Front Desk:YES _____ NO _____

Office: YES _____ NO _____ NOTE: this is required

Resident: YES _____ NO _____

If "yes" to resident, kindly provide the name and apartment # of such resident:

Name: _____ Apartment#: _____

IF *NO ONE* HAS KEYS TO YOUR APARTMENT, YOU WILL BE HELD PERSONALLY RESPONSIBLE FOR DAMAGES IN THE EVENT EMERGENCY ACCESS TO YOUR APARTMENT IS NECESSARY

Is anyone in the apartment wheelchair bound? ( ) Yes ( ) No

Deaf? ( ) Yes ( ) No

Blind? ( ) Yes ( ) No

Using oxygen? ( ) Yes ( ) No

Other challenges?* ( ) Yes ( ) No

*Please explain

Move Guidelines & Acknowledgement to Sublet

Please take the time to familiarize yourself with the moving policies and procedures to ensure a smooth and speedy move.

Scheduling a Move: Shareholders and subleasees must reserve a date with the management office. A minimum of 2 days in advance of expected Move-In/Out date. Scheduling is done on a first come, first serve basis. Please note that only one move is permitted per day.

Moves are scheduled Monday through Friday between 9 am and 5 pm. Moves are not permitted on weekends or holidays, ***no exceptions***.

Certificate of Insurance: If using a moving company, please contact them and advise:

- The shareholder or tenant must present the management office with a copy of the certificate of insurance of no less than $1,000,000 from the moving company;
- The certificate holder must name the person moving; and
- Hudson Troy Towers Apartment Corporation and First Service Residential must be named as additional insured.

* If you are not using a moving company, you must advise the management office. You will be responsible for any injuries//damage that occur during the move.

Note: a certificate of insurance is also required for delivery of large items needing an elevator reserved.

Fees - $250 Move-In Fee (Shareholder Only)
$250 Move-Out Fee (Shareholder Only)
$500 Move In/Out Fee (Sublease only)
(Payable by certified check or money order to: Hudson Troy Towers Apartment Corporation.)

Please Remit to Management Office:

_____

( ) Move-In ( ) Move-Out Date Submitted: _____ Unit #: _____

Name:_____

Email:_____Phone:_____

If Move-Out:

1. Do you have a parking space? ( ) Yes ( ) No
2. Forwarding Address: _____
3. I hereby acknowledge that the information provided is true and correct and that I will adhere to the moving policy of Hudson Troy Towers Apartment Corp.

_____ _____

Signature Date

_____

(Office use only)

Received: ( ) $250 Fee shareholder (per Move-In and Move-Out)
( ) $500 Fee I (Move-In and Move-Out payable upfront)
( ) Rental Paid at time of Move-In (note date) _____