

Dear:

Enclosed please find the Rental Application(s), Release & Hold Harmless Authorization, Assignment of Rents, SAMPLE Lease Agreement Required Clauses (the complete lease form is your responsibility) and the Rules and Regulations. Provide your proposed sub-tenant with a copy of your Proprietary Lease. We request that all forms and the following documents duly signed be submitted to this office:

- One (1) copy of the Rental Application properly completed and signed by you and the sub-tenant(s) (form attached)
- Release & Hold Harmless Authorization signed by you and the sub-tenant(s) (form attached)
- Assignment of Rents signed by you and the sub-tenants(s) (form attached)
- A Lease Agreement signed by you and the sub-tenants(s) (**SAMPLE ONLY clauses attached - COMPLETE LEASE MUST BE PROVIDED BY STOCKHOLDER**)
- At least two (2) personal reference letters, not relatives
- An application fee of \$350.00 paid by the stockholder at time of submittal. This is for the personal interview of the prospective tenant(s) and processing by the co-op office.
- If applicable, a septic inspection will be required by the Cooperative solely for Cooperative use. The cost and appointment for the septic inspection must be arranged by the stockholder. At the present time the Cooperative recognizes the following for

septic inspectors: All-Pro Rooter, Frank J. Rice, Chief Operating Engineer (914) 232 – 8888.

- A copy of sub-tenant(s) most recent Federal tax return with W-2 and/or 1099's.

The Membership Committee will look at the application as soon as it is returned to this office. In order for the Membership Committee to review the documents and set up an interview, the **COMPLETED APPLICATION** must be submitted at least **21 days prior** to the next Board of Directors meeting which is held every third Wednesday of the month. The Committee will then give their recommendation to the Board of Directors. There will be no exceptions to this policy. The stockholder will pay to the Cooperative an amount of 10% of the rent each month. The Stockholder will be billed monthly for this.

Please be further advised that a new tenant may **NOT** occupy the premises prior to written approval of the lease by the Board of Directors. Such occupancy prior to Board approval is a violation of Cooperative Rules (copy attached) and may be grounds for disapproval.

Thank you for your cooperation.

Very truly yours,
For Vail's Grove Cooperative, Inc.

Cindy R. Battreall
Office Manager

cc: Membership Committee

**We're Disclosure of Information on
Lead-Based Paint and/or Lead-Based Paint Hazards
RENTALS**

Lead Warning Statement

Housing built before 1978 may contain lead-based paint. Lead from paint, paint chips, and dust can pose health hazards if not managed properly. Lead exposure is especially harmful to young children and pregnant women. Before renting pre-1978 housing, lessors must disclose the presence of known lead-based paint and /or lead-based paint hazards in the dwelling. Lessees must also receive a federally approved pamphlet on lead poisoning prevention.

Lessor's Disclosure

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

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

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

(b) Records and reports available to the lessor (Check (i) or (ii) below):

(i) Lessor has provided the lessee with all available records and reports pertaining to lead-based paint an/or lead-based paint hazards in the housing (list documents below).

(ii) Lessor has no reports or records pertaining to lead-based paint and/or lead-based paint hazards in the housing.

Lessee's Acknowledgment (initial)

(c) _____ Lessee has received copies of all information listed above.

(d) _____ Lessee has received the pamphlet **Protect Your Family from Lead in Your Home**.

Agent's Acknowledgment (initial)

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

Certification of Accuracy

The following parties have reviewed the information above and certify, to the best of their knowledge, that the information they have provided is true and accurate.

_____ LESSOR	_____ DATE	_____ LESSOR	_____ DATE
_____ LESSEE	_____ DATE	_____ LESSEE	_____ DATE
_____ AGENT	_____ DATE	_____ AGENT	_____ DATE

SAMPLE LEASE/SUBLET REQUIRED CLAUSES

This form is intended as a SAMPLE as to the language that MUST be in the agreement to satisfy COOPERATIVE requirements. It is NOT a complete sublet agreement, nor should it be used as one. Complete lease agreement must be provided by the stockholder.

The following represents a guide for stockholders wishing to sublet their premises as to the minimum requirements necessary for any sublet agreement entered into by a stockholder to be acceptable to the Cooperative. This is not a legal document nor is it a final form sublet agreement but such language must be included in a sublet agreement, together with any other terms, conditions and provisions agreed to between the stockholder and subtenant. This language should be reviewed by the stockholder and/or the stockholder's attorney for inclusion in the final form sublet agreement. No sublet agreement shall be binding or valid upon any of the parties until such written sublet agreement is accepted and approved, in writing, and duly signed by a Cooperative representative.

The landlord hereby leases to the subtenant, and the subtenant hereby hires from the landlord, a certain house located at _____, Vail's Grove, Peach Lake, Brewster, NY 10509, on real property owned by Vail's Grove Cooperative, Inc., commencing at _____ AM/PM on the _____ day of _____, 20____, for an agreed rental of _____ dollars (\$ _____) per month / per year, payable as follows: \$ _____ upon the signing of this Lease; \$ _____ on or before the _____ day of _____, 20____, \$ _____ per month thereafter.

The subtenant hereby agrees to perform, or cause to be performed, at the subtenant's sole cost and expense, all lawn services, as necessary, during the term of this leasehold.

The parties agree that in the event of a default by the landlord to the COOPERATIVE, that on demand from the COOPERATIVE the subtenant will pay all future rental payments directly to the COOPERATIVE.

The subtenant further agrees to observe the Rules and Regulations presently established by Vail's Grove Cooperative, Inc., and to abide by the provisions of the Proprietary Lease currently existing between landlord and Vail's Grove Cooperative, Inc., insofar as it pertains to occupancy by a tenant or subtenant. A copy of these rules and the form of

such Proprietary Lease are attached hereto and made a part hereof and subtenant acknowledges receipt of same.

The parties acknowledge reviewing and signing a copy of Disclosure of Information on Lead-Based Paint and/or Lead-Based Paint Hazards, the original of which has been signed by the landlord and subtenant and a copy attached to the sublet agreement.

All other terms, conditions and provisions of the agreement to sublet should be set forth by the parties in addition to the above. The final form of the agreement must provide for the signatures of both the landlord and the subtenant and further for an acceptance and approval in the following form by the COOPERATIVE:

Accepted and Approved:

By _____
Title _____
Vail's Grove Cooperative, Inc.

Applications must be submitted at least 21 days prior to the next Board meeting, which meets the third Wednesday of each month. TWO (2) copies of the lease agreement as finally executed must be submitted to Vail's Grove Cooperative, Inc., 5 Vail Boulevard, Brewster, NY 10509 PRIOR to the tenant taking possession.

VAIL'S GROVE COOPERATIVE, INC.

LETTER OF REFERENCE

To: Membership Applicant

Please fill in the name of a friend or acquaintance living at Vail's Grove. The Cooperative will ask him/her to answer the questions below and return the form to: Vail's Grove Cooperative, Inc.
5 Vail Boulevard - Peach Lake
Brewster, NY 10509

To: _____ (friend or acquaintance)

Dear _____,

Your name has been submitted as a reference by _____
(Applicant)

who has applied to the Cooperative for permission to be assigned the lease on the residence located at _____. The Membership Committee would appreciate it very much if, at your earliest convenience, you would answer these few questions so that the matter may be concluded as completely and as quickly as possible.

- How long have you known the applicant? _____
- Are you related to him/her? _____
- Would you welcome applicant and immediate family into membership as your neighbor? _____
- Do you have any other comments you would like to add that you feel would be helpful to the Committee? _____

(Your signature)

Thank you for your assistance. Please be assured that this report will be kept in strict confidence. Please return this letter to the Co-op office as soon as possible.

Very truly yours,

VAIL'S GROVE COOPERATIVE, INC.

ASSIGNMENT OF RENTS

KNOW ALL MEN BY THESE PRESENTS THAT

WHEREAS, VAIL'S GROVE COOPERATIVE, INC., hereinafter referred to as the COOPERATIVE, is a cooperative corporation duly organized, and existing under, and by virtue of the laws of, the State of New York, having its principal place of business at Vail's Grove, 5 Vail Boulevard, Brewster, New York 10509, and

WHEREAS _____ is a stockholder, herein after referred to as the STOCKHOLDER, within said COOPERATIVE, and is a tenant of VAIL'S GROVE COOPERATIVE, INC., by virtue of a proprietary lease as between the parties, and

WHEREAS, the Proprietary Lease, By-Laws and Rules and Regulations of the COOPERATIVE require the COOPERATIVE'S prior written approval of subleases by the STOCKHOLDER, and

WHEREAS, STOCKHOLDER has applied for approval to sublease the premises to _____, hereinafter referred to as the SUBTENANT, for the period _____ to _____ at \$ _____ per month rental, and

WHEREAS, the premises involved are known as _____, Vail's Grove Cooperative, Brewster, New York 10509,

NOW, THEREFORE, in consideration of the COOPERATIVE'S approval of said subtenancy, and for other good and valuable consideration, the STOCKHOLDER and SUBTENANT agree with the COOPERATIVE, as follows:

- A. That the STOCKHOLDER will not reduce the rent or accept any payment of any installment of rent in advance of the due date thereof, and
- B. The STOCKHOLDER will not modify, amend or abridge the SUBTENANT'S lease agreement heretofore submitted for approval to the COOPERATIVE and attached hereto, and made part hereof, and will not grant any concessions in connection therewith, and
- C. The STOCKHOLDER will not extend or renew said sublease, and
- D. The STOCKHOLDER will not enter into any new sublease.

Any of the above acts by the STOCKHOLDER, if done without the COOPERATIVE'S consent, shall be, at the option of the COOPERATIVE, null and void and shall be deemed a breach of the COOPERATIVE'S consent and approval of the

subtenancy and shall immediately void same; and the parties further agree that, in the event any default by the STOCKHOLDER to the COOPERATIVE under the terms, conditions and provisions of the proprietary lease, as between the parties and the Rules and Regulations of the COOPERATIVE, STOCKHOLDER assigns to the COOPERATIVE all STOCKHOLDER'S rights to collect and receive the rents due the STOCKHOLDER under the terms, conditions and provisions of the sublease agreement between _____, as STOCKHOLDER, and _____, as SUBTENANT, and apply same, if the default is monetary, to STOCKHOLDER'S default.

STOCKHOLDER hereby irrevocably authorizes and directs said SUBTENANT, and/or any person claiming to be a successor to SUBTENANT'S interest, and subtenant agrees upon receipt of any written request of the COOPERATIVE, stating that a default exists under the proprietary lease, as between the COOPERATIVE and STOCKHOLDER, or a default exists between them as to the payment of any monies due under said proprietary lease, to pay to the COOPERATIVE the rent due, and to become due, under the sublease agreement. STOCKHOLDER agrees that the SUBTENANT shall have the right to rely upon any such statement and request by the COOPERATIVE; that the SUBTENANT shall pay such rents to the COOPERATIVE, without any obligation or right to inquire as to whether such default actually exists; and, notwithstanding any notice from or claim of, the STOCKHOLDER to the contrary; and that the STOCKHOLDER shall have no right to claim against the SUBTENANT for any such rents so paid by the SUBTENANT to the COOPERATIVE. Upon the curing of all defaults, the COOPERATIVE shall give written notice thereof to the STOCKHOLDER and SUBTENANT; and, thereafter, until the possible receipt of any further similar written request or demand of the COOPERATIVE, SUBTENANT shall pay the rents to the STOCKHOLDER.

In the event of the failure of the SUBTENANT to pay the rents to the COOPERATIVE as hereinabove provided, it is agreed between all the parties that the COOPERATIVE shall have the same legal remedies, including but not limited to summary proceedings against the SUBTENANT, but shall not be obligated to enforce such remedies.

Cooperative shall deduct from the rents paid to it by SUBTENANT all amounts due Cooperative from STOCKHOLDER and shall remit the difference to STOCKHOLDER.

IN WITNESS WHEREOF, the COOPERATIVE, STOCKHOLDER and
SUBTENANT have duly executed this Assignment of Rents agreement this _____
day of _____, 2007.

VAIL'S GROVE COOPERATIVE, INC.

By _____

Title _____

STOCKHOLDER

SUBTENANT

VAIL'S GROVE COOPERATIVE, INC. - RENTAL APPLICATION

Name: _____

Present Address: _____

How Long at Present Address: _____

(If less than 5 years, please write previous addresses and dates on reverse side.)

Date of Birth: _____ Social Security No.: _____

Home Telephone: _____ Driver's License No.: _____

Business Telephone: _____ Fax No.: _____

E-Mail Address: _____

Do You Own Your Present Home? Yes _____ No _____

-OR-

Do You Rent Your Present Home? Yes _____ No _____

House Address in Vail's Grove You Are Considering Renting:

_____ Present Owner _____

Lease Dates:

From _____ To _____ Rent \$ _____ Per _____

ANY EXTENSION OF THIS LEASE TERM WILL REQUIRE THAT A NEW APPLICATION BE SUBMITTED NOT LESS THAN THIRTY (30) DAYS PRIOR TO EXPIRATION.

In addition to yourself, please list name and ages of those who will be living with you:

Do you own any pets? If so, please list number and breed:

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Name of Employer: _____

Address of Employer: _____

Occupation:

Date From _____ Date To _____
(If employed less than 5 years, please write previous employer's information on reverse side.)

Employer Name & Telephone No. For Contact:

Total Annual Salary (& Other Income, If Applicable):

\$ _____

(Note: You need to verify this figure with your latest Federal tax return.)

Year & Make of Owned/Leased Auto(s)

In making this application, I agree to an investigative report whereby information is obtained through personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors or others with whom I am acquainted. This inquiry might include information as to my character, general reputation, personal characteristics and mode of living, whichever may be applicable. I have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and scope of the investigation and the name and address of the credit reporting agency.

Signature: _____ Date _____

Stockholder's Signature: _____ Date _____

Stockholder's Signature: _____ Date _____

**APPLICANT MAY NOT OCCUPY PREMISES UNTIL APPROVAL
OF THIS APPLICATION BY THE BOARD OF VAIL'S GROVE
COOPERATIVE, INC.**

	APPROVAL	DISAPPROVAL	DATE
Membership Committee	<input type="checkbox"/>	<input type="checkbox"/>	_____
Board of Directors	<input type="checkbox"/>	<input type="checkbox"/>	_____

Notification to Stockholder - Date _____

Revised 3/04

VAIL'S GROVE COOPERATIVE, INC.
RENTAL APPLICATION

Name (Sub-tenant B) _____

Present Address _____

How long at present address _____

(If less than 5 years, please write previous addresses and dates on reverse side.)

Date of Birth _____

SS # _____

Home Phone # _____

Driver's License # _____

Work Phone # _____

Fax _____

E-Mail Address _____

Name of Employer _____

Address of Employer _____

Occupation _____

Date From _____ Date To _____

(If employed less than 5 years, please write previous employer's information and dates on reverse side.)

Employer name & phone # to contact _____

Total Annual Salary (& other income, if any) \$ _____

(Note: You need to verify this figure with either your last Federal tax return.)

Year & Make of Owned Auto(s) _____

In making this application, I agree to an investigative report whereby information is obtained through personal interviews with third parties, such as family members, business associates, financial sources, friends, neighbors or others with whom I am acquainted. This inquiry might include information as to my character, general reputation, personal characteristics and mode of living, whichever may be applicable. I have the right to make a written request within a reasonable period of time for a complete and accurate disclosure of additional information concerning the nature and

Page 2

scope of the investigation and the name and address of the credit reporting agency.

Signature of Sub-Tenant (B) _____ Date _____

Sub-Tenant(s) will be notified of time and date of required personal interview. **APPLICANT MAY NOT OCCUPY PREMISES UNTIL APPROVAL OF APPLICATION BY THE BOARD OF VAIL'S GROVE COOPERATIVE, INC.**

VAIL'S GROVE COOPERATIVE, INC.

LETTER OF REFERENCE

To: Rental Applicant

Please fill in the name of a friend or acquaintance living at Vail's Grove. The Cooperative will ask him/her to answer the questions below and return the form to:

Vail's Grove Cooperative, Inc.
5 Vail Boulevard - Peach Lake
Brewster, NY 10509

To: _____ (friend or acquaintance)

Dear _____,

Your name has been submitted as a reference by _____
(Applicant)

who has applied to the Cooperative for permission to be assigned the lease on the residence located at _____. The Membership Committee would appreciate it very much if, at your earliest convenience, you would answer these few questions so that the matter may be concluded as completely and as quickly as possible.

- How long have you known the applicant? _____
- Are you related to him/her? _____
- Would you welcome applicant and immediate family into membership as your neighbor? _____
- Do you have any other comments you would like to add that you feel would be helpful to the Committee? _____

(Your signature)

Thank you for your assistance. Please be assured that this report will be kept in strict confidence. Please return this letter to the Co-op office as soon as possible.

Very truly yours,

VAIL'S GROVE COOPERATIVE, INC.

VAIL'S GROVE COOPERATIVE, INC.
5 Vail Boulevard - Peach Lake
Brewster, NY 10509
914 669-5100

RELEASE & HOLD HARMLESS AUTHORIZATION

Be it known to all interested parties that the information provided in the enclosed application is true, correct and complete. Any misrepresentation or omission of facts called for, is cause for rejection of said application. You are hereby authorized to have conducted any investigation of all facts and statements contained in this application and into my/our background, including the attainment and review of consumer credit agency reports.

I/we hereby specifically authorize any person, company, organization or other entity, to release all types of information, data or other knowledge relating to me/us. I/we fully and completely hold harmless all parties involved in the release, securing and use of the above information. A photocopy of this authorization shall be as valid as the original.

Signature: _____ Date: _____

Print Name: _____

Signature: _____ Date: _____

Print Name: _____

Witness: _____

