



Instructions: If you are leasing an apartment in a cooperative building, please fill out the checklist below to the best of your knowledge and return the checklist to _____ at _____ (e.g., *Larry H. Haber, Esq., Abrams Garfinkel Margolis Bergson, LLP (AGMB) at lhaber@agmbllaw.com*) for the REBNY Form Sublease to be prepared. If you are leasing (i) a non-rent stabilized apartment in a building that is neither a condominium nor a cooperative, (ii) an apartment in a condominium building, or (iii) a single family/townhouse, please consult the applicable checklist.

Cooperative Apartment Sublease Checklist		  <small>POWERED BY</small> <small>ABRAMS GARFINKEL MARGOLIS BERGSON, LLP</small>	
Article	Question	Answer (if applicable)	
Preamble	Who is the Owner ?		
	Please provide the Owner's address .		
	Who is the Subtenant ?		
	Please provide the Subtenant's address .		
Apartment and Use	1	What is the Apartment number/letter?	
		What floor is the Apartment located on?	
		What is the Building address ?	
		What is the name of the Cooperative (a/k/a the Apartment Corporation)?	
		Other than the named subtenant(s), please provide any Permitted Occupants . (note that pursuant to Real Property Law §235-f, the Owner cannot restrict a Subtenant's immediate family from occupying the Premises)	
Sublease Commencement Date; Length of Sublease	2	What is the Sublease Commencement Date ?	
		How long is the Term ?	1-YEAR <input type="checkbox"/> 2-YEARS <input type="checkbox"/> ___ MONTH(S)
Rent	3A	If the Sublease Commencement Date does not occur on the first of the month, should the Term of the Sublease end on the last day of the applicable month (e.g., if the Sublease Commencement Date is August 15, 2019 and the Term is 1 year, do you want the Term to end on (i) August 14, 2020, or (ii) August 31, 2020)?	END OF THE MONTH <input type="checkbox"/> EXACTLY 1-YEAR FROM THE SUBLEASE COMMENCEMENT DATE <input type="checkbox"/>
	3B	What is the monthly Rent amount?	\$ _____
	3C	Unless Owner instructs otherwise, upon Sublease execution, Subtenant will be required to pay by bank or cashier's check (i) one (1) months' rent, (ii) the Security Deposit (see Section 5 below), and (iii) any commission due by Subtenant to the Broker (note that owners cannot require greater than one (1) months' rent at Sublease signing).	
	3E	Please provide the date that the Subtenant must complete the Sublease Package by.	
Security Deposit	5	What form of payment must Subtenant use to pay Rent? (if by direct deposit, please provide the wiring instructions to provide the Subtenant).	CHECK (ONLY) <input type="checkbox"/> DIRECT DEPOSIT (ONLY) <input type="checkbox"/> EITHER FORM IS ACCEPTABLE <input type="checkbox"/>
			OTHER _____
		What is the amount of the Security Deposit ? (note that the amount cannot exceed one (1) months' rent)	\$ _____
Changes and Alterations	10D	What is the name and NY address of the bank that Owner is depositing the Security Deposit in? (note that the Security Deposit must be deposited in a segregated account with a bank located in the state of New York)	
	13B	Is Owner pre-approving any Alterations which may be made by Subtenant (at Subtenant's sole cost and expense)?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Services and Facilities	13B	If yes, please provide a list of the pre-approved Subtenant Alterations .	
	13C(ii)	Aside from heat and water which Owner is required to provide by law, are there any other utilities included in the Rent?	YES <input type="checkbox"/> NO <input type="checkbox"/>
		If yes, please list the utilities included in the Rental charge.	
	13E	Is the Cooperative providing the Subtenant with any utilities on a separate, sub-metered charge that Subtenant must pay to Owner upon rendition of a bill?	YES <input type="checkbox"/> NO <input type="checkbox"/>
Bills and Notice	26	If yes, please list the utilities being supplied on a sub-metered basis.	
		The Subtenant is responsible for the cost of any repair or replacement to appliances caused by Subtenant's or Subtenant's agent's, contractor's, invitee's, licensee's, guest's or servant's negligence or misuse . Will the Subtenant also be responsible for the initial cost (e.g., \$250 or \$500) of any repair or replacement not caused by Subtenant ?	YES <input type="checkbox"/> NO <input type="checkbox"/>
		If yes, how much of the initial cost is Subtenant responsible for?	\$250 <input type="checkbox"/> \$500 <input type="checkbox"/> OTHER \$ _____
		Does Owner want to allow for notices under the Sublease via email ?	YES <input type="checkbox"/> NO <input type="checkbox"/>
		If yes, please provide the Owner's email address for notices.	
Insurance	34C(i)	If yes, please provide the Subtenant's email address for notices.	
		Please provide the Owner's mailing address for notices under the Sublease. Please provide any mailing address that notices to the Owner should be copied to (e.g., the attorney preparing the Sublease).	
Insurance	34C(i)	Please provide the Subtenant's mailing address for the period prior to the Sublease Commencement Date.	
		Is the Subtenant required to obtain General Liability Insurance ?	YES <input type="checkbox"/> NO <input type="checkbox"/>
		If yes, what is its minimum amount (e.g., \$500,000 or \$1,000,000)?	\$ _____
	If yes, what is the minimum amount of any required umbrella policy ?	\$ _____	

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Article		Question	Answer (if applicable)			
Furniture	36	Is the Apartment being leased furnished ?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
		If yes, please provide a list of the furniture and other furnishings remaining in the Apartment.				
Broker	37	Who is the Subtenant's Broker on the Sublease (if any)?				
		Who is the Owner's Broker on the Sublease (if any)?				
		If there is a Broker(s) on the Sublease, which party is responsible for paying the brokerage commission?	OWNER	<input type="checkbox"/>	SUBTENANT	<input type="checkbox"/>
			OTHER _____			
Option to Renew	38A	Does the Subtenant have the right to extend the Term of the Sublease ?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
		If yes, for how long?	1-YEAR	<input type="checkbox"/>	2-YEARS	<input type="checkbox"/>
	38B	If yes, what is the monthly Rent for the Extension Term ?	\$ _____			
Terraces, Balconies and Backyards	39	Does the Apartment include a terrace, balcony, and/or backyard ?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Lead Paint Disclosure	40	Was the Building erected after 1978?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Pets	41	If authorized by the Cooperative, is the Subtenant permitted to keep pets at the Apartment (upon Owner's prior written consent)?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
	41B	If yes, please provide a brief description of any approved pet (e.g., <i>one (1) male Yorkie that is approximately 12 lbs.</i>).				
Bicycles	62	Are bicycles permitted to be stored inside of the Apartment?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Alarm System	63	Is there an existing Alarm System at the Apartment?	YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
Guaranty	Is the Subtenant required to provide a Guarantor(s) on the Sublease?		YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
	If yes, please provide the name and address of the Guarantor(s).					
Reminder: You will need to provide and execute (as applicable) the statutorily required Riders attached to the REBNY Form Sublease.						

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