



TENANT'S HANDBOOK

HOW TO LIVE IN AND CARE FOR THE HOME YOU ARE RENTING

Please keep in a safe place for your reference
Revised December 2014

COPPERWOOD
• ESTD 1921 •
REAL ESTATE
— NEW YORK CITY —

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WELCOME TO COPPERWOOD REAL ESTATE

Welcome to our neighborhood and to your new residence. Please take advantage of the many opportunities to enjoy the NYC metropolitan area. To learn more, please visit "Our Neighborhood" on our website: www.copperwoodnyc.com/neighborhoods/yorkville/.

In the excitement of moving, we often don't remember all the instructions and requirements of the lease. This handbook was written for you to use as a reference, so please place it where you can easily find it. Before calling the office with a question, see if the answer you need is here. And if you think of other information that would be helpful to have but is not included in this book, please notify the Owner on our website: www.copperwoodnyc.com. We're always looking for additional ways to better serve our tenants.

We look forward to a pleasant relationship and happy renting experience.

I. GENERAL RULES AND REGULATIONS

A. **The Property** – You have leased a residence; think of it as your own! You're expected to care for it and maintain it accordingly.

B. **Rental Payments** – All rents are due and payable on the first day of each month. The late fee policy is \$75 per month to be charged for any open balance. Please note that only the lease holder(s) may pay rent for the residence unless otherwise authorized. Payment must be made by check, money order, or certified funds to the Building Entity Name. Rent checks are to be mailed in the envelope provided with your rent bill along with the payment stub. If you misplace your rent bill, please send your payment to Building Entity Name (see on rent stub), c/o FirstService Residential, P.O. Box 327, Emerson, NY 07630.

Write your address and account number on your payment to assure proper credit. All accounting is done by the address of the property. Also, to avoid any misunderstanding, please put your address and an active email address on all correspondence with the office.

C. **Pro-Rated Days** – For any leases starting after the first day of any given month, those days become “pro-rated” days. For example, if your lease starts on the 15th of a 30-day month, the pro-rated days owed will be 16 days. Please note that if you fail to pay your pro-rated days owed the following month, your rent account will be billed a late fee of \$75. You may contact our office with questions regarding the pro-rated rent amount owed.

D. **Phone Number** – All tenants are required to have telephone accessibility and to provide the Owner with their home and work numbers. Please be sure to notify the Owner when you change any of your phone numbers—and please provide your cell phone numbers, too.

E. **Returned Checks** – The amount of any bad checks, plus the returned check charge allowed by law, must be paid in either certified funds or with a money order within 24 hours of notification. Otherwise, legal action may be taken. If the returned check makes your rent payment late, a late fee will also be due. All amounts due must be paid in full at time of notification.

F. **Default of Rental Payment** – If you do not pay your rent by the first of the month, your lease and rental agreement may be canceled, and a demand for all monies due will be sent to you by the Owner's attorney. You'll be responsible for all attorney fees, court costs, and collection fees incurred by efforts to collect the rent due. All charges unpaid by the end of the month in which they are charged may be added as additional rent. If rent is paid while a legal action is in process, acceptance of rent will not necessarily stop the legal action. A separate agreement must be reached to stop legal action.

G. **Breaking Your Lease** – The penalty for a premature cancellation of the tenancy is equal to two months' rent and does not excuse you from other obligations of your lease. You must leave the premises clean, undamaged, and ready for occupancy. **Subletting is not permitted.**

H. **Keys and Locks** – All apartment locks are re-keyed with each new resident, and keys are issued at the start of your lease. Alterations or additions of locks (deadbolts, security chains) and installation of bolts, knockers, mirrors, or other attachments to the interior or exterior of doors requires the approval of the Owner. You must provide the Owner with keys to all additional locks for your apartment. If there is an emergency and your keys are not on file, the Owner may have to gain access and charge you the cost of entry. If you're locked out of the building, you may borrow a front-door key from us, Monday through Friday, 9:30am to 5:00pm. Please return any borrowed keys within 24 hours, or you'll be charged \$75. The Owner will not pay for any locksmith services required by a tenant who has been locked out or has lost keys. The nonrefundable fee for an additional key or to replace a lost key to the front door of the building is \$75. You must return all keys to the Owner when you vacate your apartment.

- I. **Garbage and Recycling** – All garbage and recyclable materials must be placed in appropriate containers. Recycling items must be properly contained and discreetly stored in the locations designated in your building. If the Owner receives a sanitation violation due to the improper placement of trash/cartons/furniture/mattresses on the street, and the trash can be identified with a specific apartment, that tenant will be charged accordingly.
- J. **Disturbances, Noise, and Nuisance** – All tenants and guests are expected to conduct themselves in a way that does not offend or disturb the neighbors or passersby. Any activity that causes extreme or excessive noise, traffic, or disturbance of any kind is cause for eviction. This includes loud and/or lewd music and vulgar or profane language. Remember, if music or other sound can be heard outside the perimeter of your apartment, it's too loud.
- K. **Smoking and Other Offensive Odors** – Smoking is prohibited in the common areas of the property. Tenants and guests are expected to adhere to this NY State Law. Cigarette and cigar smoke and other offensive or illegal smoke odors seeping into the hallways from apartments is an offense that the Owner will address seriously. Our residents deserve a clean and safe environment.
- L. **Guests** – Only those persons listed on your rental application have permission to occupy the premises. You'll be responsible for the behavior of your guests and, remember, all portions of this agreement also apply to your guests.
- M. **After Hours Emergency Maintenance/Repairs** – An emergency exists when danger is present or property damage has occurred or is about to occur. Don't abuse the emergency system with other types of calls. To report an emergency, please contact the Emergency Line at (212) 606-8131. Be sure to report the specific emergency and include your telephone number in your message. If your phone number is blocked, we cannot return your call after hours.

If the emergency involves a fire or similar emergency, please notify the proper authorities at 911 before calling the Emergency Line.

- N. **Insurance** – As per your lease, you must have apartment renter's insurance. Please notify your insurance company that Copperwood Real Estate is the Owner of the property and must be notified of any change. Please provide Copperwood Real Estate with a copy of the Certificate of Insurance, naming Copperwood Real Estate LLC as the Certificate Holder and as additionally insured.
- O. **Storage of Personal Items** – At no time are personal items to be stored outside of the apartment, in the hallway, or on the stairwell. This is a safety hazard and in violation of the Fire Department of New York's fire code. All personal items are to be kept inside the apartment at all times with no exception. Any fines issued to the building will be charged to the tenant.

II. WHEN YOU FIRST MOVE IN

- A. **Get to Know Your Property** – When you first move in, locate the breaker box and connections for the stove, refrigerator, and dishwasher (if applicable). Also locate the hot and cold water shut-off valves for the bathroom and kitchen sinks. Locating these items now may prevent damage later. See Section III-B for more information about circuit breakers.
- B. **Put this Handbook Where You Can Find It** – You'll need to refer to it often.

III. IN AND AROUND THE HOUSE

- A. **Smoke/Carbon Monoxide Detectors** – Batteries for smoke/carbon monoxide detectors should be changed at least twice a year. A good rule of thumb is to test your battery each month when you pay your electric bill, and to change the batteries in both units when you change your clocks to and from daylight saving time. Residents are responsible for purchasing and installing batteries.
- B. **Breakers** – Circuit breakers move slightly when triggered. It may appear that the circuit breaker is on when it has tripped. To reset, turn the breaker to the OFF position, then back ON again. The ground fault circuit interrupter (GFCI) breaker detects even slight voltage changes and cuts the power during fluctuations. It's usually used for bathrooms, sinks, exterior plugs, garages, and some lights. If you lose power to a plug near a water source, it's usually the GFCI circuit. Simply press the red or yellow button on the GFCI outlet to reset it, or follow the instructions on the outlet cover.
- C. **Extermination** – The Owner provides monthly exterminating service in all buildings. Tenants can sign up on the monthly sheet that is posted on the first floor. If you forget to sign up, your apartment won't receive service. Additional service between monthly visits will be considered only for extreme emergencies. Proper disposal of trash and keeping a clean environment inside and outside your apartment will help keep insects away. Remember, you need to be home to let the exterminator in.
- D. **Changing Paint, Wallpaper, Etc.** – If you want to change the paint or wallpaper in your apartment, please put your proposal in writing and submit it to the Owner along with a sample of the paint/wallpaper. If the change is approved, you'll receive a written confirmation. All tasks must be done in a workmanlike manner and be inspected and approved by the Owner after completion. You're welcome to hang pictures on the walls as long as the walls are clean and unmarred when you move out. Your apartment must be returned to its original condition when you vacate; if it isn't, you'll be charged any expenses incurred to the Owner to restore the apartment.

IV. MAINTENANCE DAMAGE AND REPAIR

You're expected to maintain the apartment and keep it in as good a condition as when you moved in. Only repairs required because of normal wear will be made by the Owner. You'll be charged for repairs caused by misuse or neglect.

- A. **Requests for Maintenance** – Please submit all maintenance requests through the website at www.copperwoodnyc.com for the quickest response. The super will contact you within 24 hours. **Do not call the superintendent** directly. He'll take direction only from the Owner's office, accompanied with a work order for the specific request. Please be as specific as possible when submitting your request, and be sure to leave a phone number where you can be reached. Unless the Owner has your keys and authorization to enter the apartment, you must be available to provide access for maintenance. The super's shift is 8:00am to 4:00pm, Monday to Friday. No appointments will be made before or after these hours unless specifically authorized by the Owner.
- B. **Maintenance Responsibilities** – If there is a repair issue in your apartment, you are responsible for preventing further damage from occurring, if possible. For example, if there is a leak, stop the water source immediately. If the problem is electrical, turn off the breaker serving that appliance or area until the repairman arrives. The Owner will make any and all necessary repairs within a reasonable time. You won't be reimbursed for any unauthorized repairs you arrange with an outside contractor.

Here are a few ways you're expected to maintain your apartment at your own expense:

- Replace light bulbs
- Replace batteries in smoke detectors and carbon monoxide detectors annually. If smoke detector/carbon monoxide detector does not work after you install new batteries, please contact the Owner immediately.
- Unclog toilets or sinks with a plunger. (If not successful, contact the Owner)

Examples of repairs the Owner will make:

- Repair heating/hot water system due to normal use
- Repair leaks in roof
- Replace or repair any part of plumbing that fails from normal use
- Remove broken electrical components

- C. **Unauthorized Repair** – Please don't make any repairs or authorize any maintenance without written permission from the Owner. Any and all repairs made by an outside contractor hired by the tenant will not be reimbursed by the Owner.
- D. **Light Bulbs** – At move-in, all light fixtures will be equipped with the proper light bulbs. You're expected to replace all burned-out light bulbs while you're living in the apartment. When you move out, all lights must be equipped with the proper number and kind of bulbs.
- E. **Plumbing/Toilets** – You are responsible for keeping all sinks and toilets open. Please don't allow anyone to throw anything into the plumbing system or use it for any purpose other than what it's designed for. Don't use any type of drain-clearing products (Drano/Liquid-Plumr). Submit a maintenance request if drains become clogged or backed-up and you were unsuccessful in fixing the problem with a plunger.
- F. **Dishwashers (if applicable)** – To prevent seals from drying out and keep from damaging the motor by long periods of non-use, run one cycle at least once a week. Clean the door and check the bottom of the dishwasher after each use for items that might have fallen from the racks. Check the perimeter of the door for bits of food that might have fallen from the counter.
- G. **Washer/Dryer Hookups** – If you have an Owner-installed washer/dryer, check your hoses and washers for leaks from time to time. If you're going to be away from your home for more than two weeks, turn off the hot and cold water supply. Check the wall and floor monthly for evidence of leaks.
- H. **Countertops and Cabinets** – To protect countertops, always use cutting boards and hot pads when necessary. Don't use abrasive cleaners that could scratch the surfaces. Before vacating the apartment, you must thoroughly clean out all cabinets, kitchen drawers, and closets.
- I. **Kitchen Appliances** – Each kitchen appliance must be cleaned regularly: in particular, the stove-vent, the stove filter, the oven, under the stove burners, and the drip pans. Please don't put aluminum foil on the drip pans. Failing to clean all these items regularly can cause excessive wear and tear, for which you will be responsible.
- J. **Gas** – If at any time you smell a gas odor anywhere in the building, including inside the apartment, contact the Owner's office immediately at (212) 390-1899. If it's after business hours, contact the 24-hour Emergency Service number at (212) 606-8131. Calls placed to Con Edison may result in an indefinite building-wide gas shutdown, even if the issue is minor, so please call the above phone numbers first.

- K. **Air Conditioners** – Copperwood Real Estate does not provide, install, maintain, or replace air conditioners in any apartment. Tenants are welcome to install A/C units in the apartment, contingent upon a proper and secure installation. Please note that the City performs random inspections and will issue a violation to a building if A/C units are found to be improperly installed. Any violations received will be charged to the tenant in violation; we also expect the tenant to correct the violation immediately.

V. MOVING OUT

- A. **Return of the Security Deposit** – the security deposit may not be used as the last month's rent. The security deposit will be refunded, under the terms of your lease, within 60 days of your final move-out inspection.
- B. **Requirements for a Full Refund**
- You've given thirty (30) days (1 full calendar month) written notice prior to vacating the apartment.
 - You've left the premises clean and undamaged, and followed the check-out procedures.
 - You've left all walls clean and unmarred.
 - You've paid all charges and rents due.
 - You've removed all debris, rubbish, and discarded items from the premises and properly placed them in the designated receptacles.
 - You've placed all mattresses in plastic or vinyl covers before removing them from the premises (NYC Law).
 - You've properly disposed of large/bulk items, after calling 311 and learning the requirements of the Sanitation Department of NYC. If the Owner is fined for any items left carelessly on the street, the tenant's security deposit will be charged an equal amount.
 - You've provided a forwarding address, a telephone number, and an email address.
 - You've returned ALL keys (apartment, front doors, mailbox, laundry room). Failure to return keys by the expiration date of the lease will result in fees charged against your rent security deposit. No exceptions.

VI. EMERGENCY PROCEDURES

- A. **Appendices A and B** – These are the procedures and responsibilities for emergency-related situations. Please read them carefully and review them regularly. And remember, it's vital that you provide all your contact information, including any updates that take place during your tenancy.

APPENDIX A

Emergency Procedures

(i.e. kitchen fire, electrical fire, burst water pipe, etc.)

The moment you discover a problem, first protect yourself from danger. The following is a summary of what to expect next. Please post this information in a visible place. If any of these actions do not occur, notify the office immediately—keeping everyone on schedule is a cooperative effort, and you are part of the team.

Resident Responsibility:

- Immediately take steps to prevent harm and additional damage
- Turn off the source of water, electricity, or gas, as the situation demands
- Notify Owner. If it's after hours, use the emergency line: (212) 606-8131
- Make claim on tenant's renter's insurance
- Notify Owner of tenant's insurance coverage
- Provide emergency (police, fire, etc.) report to Owner as soon as possible
- Provide access for insurance, repair crew, etc. to assess and repair damage
- Notify management of delays, "no show" appointments, problems with repairs

Owner Responsibility:

- Notifies its insurance company and repair companies
- Takes photos of damage for Owner's insurance company
- Inspects and takes photos of finished work
- Handles complaints/conflicts between tenant and repair company

You'll be contacted within 48 hours by the insurance company, which will assess the damage. Repairs will begin within 3 to 10 days, depending on the severity of the damage. Please remember that work is performed during normal daytime business hours, Monday through Friday, and may require several days to complete. The repair company will set a time with you to work on the repairs.

After the repairs are complete, management should call you to set up a time to reinspect. If there is a delay, please contact the office. Sometimes the repair company is not prompt in scheduling the inspection. Your help is vital to this process.

You are responsible for any loss to the Owner due to tenant negligence. If the damage was caused by a tenant or a guest, please be aware that all charges not covered by your renter's insurance and will be billed to you.

APPENDIX B

Tenant Form

Address of Property _____ Apt _____

Lease Start Date _____

Tenant Name _____

Home Phone _____

Work Phone _____

Cell _____

Email _____

Tenant Name _____

Home Phone _____

Work Phone _____

Cell _____

Email _____

Tenant Name _____

Home Phone _____

Work Phone _____

Cell _____

Email _____

Name of Your Insurance Carrier _____

Name of Your Agent _____ Phone Number _____

TENANT'S HANDBOOK ACKNOWLEDGMENT PAGE

I/WE have received a copy of the Tenant's Handbook provided to me/us by Copperwood Real Estate LLC (Owner).

While residing in an apartment owned by Copperwood Real Estate, I/we will adhere to the policies, rules, and recommendations set forth in this Handbook throughout the term of my/our Lease.

If at any time I/we fail to follow the policies, rules, and recommendations of the Tenant's Handbook and/or exercise any breach of Lease, I/we acknowledge that I/we are subject to the consequences described in this Handbook and/or as per the terms of the Lease.

Building Address _____ Apt _____

Tenant Name _____

Tenant Signature _____

Tenant Name _____

Tenant Signature _____

Tenant Name _____

Tenant Signature _____

Date Handbook was provided _____