

**The Lofts at Beacon LLC**  
39 FRONT ST. BEACON NY 12508  
PH 845-831-7867-FAX 845-838-6771  
E-mail: info@loftsatbeacon.com

**New Tenant Requirements:**

RENTAL APPLICATION

CREDIT REPORT- 3 Bureaus, (Equifax, Experian, Trans Union)

INSURANCE CERTIFICATE meeting requirements stated in lease (attached) and with Fishkill Creek Development listed as additionally insured.

State Farm-Mary Ellen Roth Agency 845-896-6661

William A. Smith 845-744-2053

Emery & Webb 845-896-6727

2 COPIES OF LEASE signed and notarized

1 MONTH RENT DEPOSIT

RULES AND REGULATIONS signed and notarized

1 MONTHS SECURITY DEPOSIT

COPY OF ID

W-9 SIGNED

ARTIST STATEMENT

Please be aware there is also a fire insurance premium paid to The Lofts at Beacon LLC. Cost is determined by square footage of your space.

**Local Gas/Electric Company**- Central Hudson 845-452-2700

**Cable/Internet**- Cablevision 845-297-3333

**The Lofts at Beacon LLC  
39 Front Street Beacon, NY 12508**

**RENTAL APPLICATION**

<b>First</b>	<b>Middle</b>	<b>Last</b>	<b>Birth Date</b>	<b>Social Security #</b>	<b>Driver's License #</b>
<b>All Other Proposed Occupants</b>			<b>Birth Date</b>	<b>Relationship To Applicant</b>	

**RENTAL/RESIDENCE HISTORY**

**Phone #'s (W) \_\_\_\_\_ (H) \_\_\_\_\_ (C) \_\_\_\_\_**

	<b>Current Residence</b>	<b>Previous Residence</b>	<b>Prior Residence</b>
<b>Street Address</b>			
<b>City</b>			
<b>State &amp; Zip</b>			
<b>Last Rent Amount Paid</b>			
<b>Owner/Manager &amp; Phone Number</b>			
<b>Is/Was rent paid in full?</b>			
<b>Did you give notice?</b>			
<b>Were you asked to move?</b>			
<b>Name(s) in which you Utilities are now billed:</b>			
	<b>From/To</b>	<b>From/To</b>	<b>From/To</b>
<b>Dates of Residency</b>			

**EMPLOYMENT HISTORY**

	<b>Current Employment</b>	<b>Previous Employment</b>	<b>Prior Employment</b>
<b>Employed By</b>			
<b>Address</b>			
<b>Employer's Phone</b>			
<b>Occupation</b>			
<b>Name of supervisor</b>			
<b>Monthly Gross Pay</b>			
	<b>From/To</b>	<b>From/To</b>	<b>From/To</b>
<b>Dates of Employment</b>			

**CREDIT HISTORY**

	<b>Bank/Institution Name</b>	<b>Balance On Deposit or Balance Owed</b>
<b>Savings Account</b>		
<b>Checking Account</b>		
<b>Credit Card</b>		
<b>Auto Loan</b>		

**VEHICLE** (Include vehicles belonging to other proposed occupants also)

Make	Model	Color	Year	License Plate

## REFERENCES & EMERGENCY CONTACTS

	Doctor	Lawyer	Nearest Relative Living Elsewhere
Name			
Street Address			
City			
State & Zip			
Phone Number			

By signing the application you grant us permission to communicate with all the contacts listed in this section in the event we can't locate you. Furthermore, if you abandon the apartment for any reason then you grant us permission to allow your relative listed above to remove all contents of the dwelling on your behalf.

## GENERAL INFORMATION

Have you ever been served a late rent notice?	Do any of the people who would be living in the apartment smoke?	How long do you think you would be renting from us?
Have you ever filed for bankruptcy? If so, when?	When would you be able to move in?	Have you ever been convicted of a felony?
Have you ever been served an eviction notice? If so, when?	How many pets do you have (List Type, Breed, approx Weight & Age)?	
Have you had any reoccurring problems with your current apartment or landlord? If yes, please explain:		
Why are you moving from your current address?		
List any verifiable sources and amounts of income you wish to have considered (optional):		
If you were to run into financial difficulty in the future and couldn't come up with the money to pay the rent, do you know someone that would loan you the money? If so, provide the person's name, address, & phone # so that we can use them as a reference for you.		
Have you been a party to a lawsuit in the past? If yes, please explain why:		
We may run a credit check and a criminal background check. Is there anything negative we will find that you want to comment on?		
How did you hear about this apartment?	Do you have an e-mail address we can reach you at?	
Do you know of anybody else looking for an apartment? Please provide their name and number. If you refer a friend and you each end up renting separate apartments from us then we will pay you a referral reward.		

**Agreement & Authorization Signature**

**I believe that the statements I have made are true and correct. I hereby authorize a credit and background check to be made, verification of information I provided and communication with any and all names listed on this application. I understand that any discrepancy or lack of information may result in the rejection of this application. I understand this is an application for an apartment and does not constitute a rental or lease agreement in whole or part. There is a fee of \$35 application fee for processing and credit report, this fee can be made payable to The Lofts at Beacon LLC. Any questions regarding rejected applications must be submitted in writing and accompanied by a self-addressed stamped envelope.**

**Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**Insurance Requirements:**

Section 6.01. Throughout and during the term of this Lease, Tenant, at its sole cost and expense, shall carry, provide and keep in full force and effect for the benefit of the Tenant, Landlord and Landlord's mortgagee, if any, the following insurance: (i) comprehensive broad form general public liability and property damage insurance covering the premises and any improvements thereon and Tenant's use, occupancy and/or operation thereof against claim for personal injury and/or death and property damage occurring in, on, upon, about or adjacent to the premises with minimum limits of \$1,000,000.00 for death or personal injury to one or more person(s) as a result of any one occurrence and \$3,500,000.00 (or such amount as required by Landlord's insurance carrier) for damage to property, which insurance shall, in addition, extend to any liability of Tenant arising out of the indemnities to Landlord contained in Section "6.5" hereof by contractual liability endorsement; (ii) fire and casualty insurance with extended coverage in an amount designated by the Landlord, vandalism, malicious mischief, water damage and sprinkler leakage endorsements and such other extended coverage endorsements as Landlord may, from time to time, reasonably require, covering the premises, improvements constructed by Landlord and/or Tenant, as well as all of Tenant's merchandise, equipment, trade fixtures, furniture, leasehold improvements and other property of the Tenant now or hereafter placed in or about the premises in an amount equal to the replacement cost thereof. Said policies of insurance designated in paragraphs (i) and (ii) above, shall designate Landlord and Landlord's mortgagees as additional insured(s).

## RULES AND REGULATIONS

Tenants must comply with the following Rules and Regulations. Notice of new or changed rules will be given to the tenant in writing which will become effective thirty (30) days after mailing by the landlord to the tenant by certified mail, return receipt requested. Landlord need not enforce the rules against other tenants. Landlord is not liable to tenant if another tenant violates these rules. Tenants receive no rights under these rules:

- 1) The comfort of rights of other tenants must not be disturbed or interfered with. Annoying sounds, smells and lights are not allowed. Tenant acknowledges that the premises are both for residential and work purposes and that quiet hours shall be observed from 8:00 p.m. to 7:00 a.m. daily with no activity allowed which would create sounds which would emanate outside of the leased unit. Any machinery used that creates noise, vibrations, or loud banging will not be permitted, unless proper noise reduction methods are used.
- 2) Dogs, cats and other animals or pets are not allowed in the unit or building, unless individually approved by landlord. This privilege may be revoked by landlord if animal or pet becomes a nuisance. Tenant will have seven (7) days to remove the animal, after which time there will be a \$25 a day charge.
- 3) Improperly parked cars may be removed without notice at tenant's expense. Tenant agrees to move the vehicle within one hour of being notified by the landlord for the purposes of snow plowing and/or maintaining the parking areas.
- 4) There shall be only one parking space allotted per unit. No unregistered vehicles may be parked at the premises.
- 5) Tenant must not allow the cleaning of windows or other parts of the unit or building from the outside. Tenants having a one or two year lease will, upon vacating the unit, return the unit to the landlord in the exact same condition it was upon move in.
- 6) Each artist live/work space and its various components shall be physically separate and distinct from other live/work spaces and other uses within a particular building. The sharing of artist live/work spaces by multiple tenancies, components thereof or utilities shall not be permitted.

- 7) No more than 30% of the floor area of the artist live/work space may be devoted to residential space.
- 8) Direct access between living and working areas must be maintained.
- 9) No artist live/work space shall be used for classroom instructional uses with more than two pupils at any one time.
- 10) The storage of flammable liquids or hazardous materials; welding or any open-flame work is strictly prohibited.
- 11) All work in the live/work space shall be so conducted as not to cause noise, vibration, smoke, odors, humidity, heat, cold, glare, dust, dirt or electrical disturbance which is perceptible by the average person located within any other residential or commercial unit within the structure or beyond any lot line.
- 12) No more than one person 18 years of age or older may reside within an artist live/work per 300 square feet of residential floor area. Further, not more than two persons who are at least 18 years of age, of which at least one of whom is an artist in residence, and not more than two children of said persons who are under 22 years of age may reside within a live/work space on a year-round basis.
- 13) Only one non-resident employee may be employed within an artist live/work space.
- 14) Articles offered for sale within a live/work space must include **only** those articles produced by the artist residing in said live/work space may be offered for sale.
- 15) Only the Landlord provided interior directory sign shall be used to identify the artist. There shall be no individual signs in the building interior or on the building exterior.
- 16) Residential space and work space shall not be rented separately or used by persons other than those people legally residing within the artist live/work spaces and permitted non-resident employees.
- 17) No artist live/work space shall serve as a place from which commercial

vehicles are dispatched or operated.

- 18) All live/work space shall conform to all applicable building codes.
- 19) Permitted uses shall be artists working exclusively with paint, paper, clay, and/or other soft materials, and this use shall include photography, jewelry making graphic arts and other similar relatively quiet endeavors as determined by the Landlord. Tattoo appliers, body piercers and musicians shall not be considered artists for the purpose of this use.
- 20) Tenant shall not leave, store or place any items on the Premises exterior, common hallways or stairwells.
- 21) Renewal inspections. Each artist live/work space shall be inspected by the Building Department every two years in order to determine whether the artist live/work space remains in compliance with the local code. The Tenant shall fully cooperate with any such inspections.
- 22) Maximum occupancy at any one time:  
10 People in a 1000 Square Foot Loft  
17 People in a 1600 Square Foot Loft  
15 People in a 1800 Square Foot Loft  
Any and all activities that will include more than 6 visitors at one time in any one loft must be coordinated with the Fishkill Creek office one week before hand.

Most of the above rules & regulations are set and enforced by the City of Beacon for the artist live/work type zoning. Any violation of these rules & regulations could be considered a violation of the city zoning ordinance and may result in a violation of your lease.

Acknowledged by:

---

[Tenant]



## Request for Taxpayer Identification Number and Certification

Give form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name, if different from above	
	Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Limited liability company. Enter the tax classification (D=disregarded entity, C=corporation, P=partnership) ▶ ..... <input type="checkbox"/> Exempt payee <input type="checkbox"/> Other (see instructions) ▶	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
OR
Employer identification number

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶	Date ▶
------------------	----------------------------	--------

### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,