

APPLIANCE AGREEMENT
AIR CONDITIONER/DISHWASHER/FREEZER/WASHING MACHINE (CLOTHES)

1. TENANT NAME: 2. CO-TENANT NAME IF APPLICABLE: 3. ADDRESS & APT.#:	4. DEVELOPMENT:
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Owner and/or Managing Agent of the above identified unit, pursuant to the Tenant's Lease grants permission to the above named residential tenant(s) (collectively, the "Tenant") to install and maintain in his/her/their apartment any of the following major appliances, as indicated below: Air Conditioner/Dishwasher/Freezer/Washing Machine (Clothes) on the condition that the Tenant: (a) signs this Appliance Agreement, and (b) pays Owner all required usage fees. By signing this document the Tenant also agrees to comply with the terms, conditions and instructions of the attached Appliance Installation Instructions and Window Guard Law Notice.

1. INSTALLATION AND INSPECTION:

The Tenant is solely responsible for the cost and proper installation and operation of every appliance. Tenant agrees to install any appliance(s) in accordance with the "Appliance Installation Instructions". Owner and Managing Agent reserve the right to inspect all appliances upon installation, removal, and periodically during the time the appliance is maintained in the apartment.

2. TERMINATION OF AGREEMENT:

This Appliance Agreement may be terminated at any time by either the Owner or the Managing Agent or by the Tenant, by giving the other party notice in writing. If this Appliance Agreement is terminated, the appliance(s) must be removed from the apartment within thirty (30) days of the date of such notice of termination. Owner or the Managing Agent can terminate this Appliance Agreement if the Tenant fails to pay all required fees, installs or maintains the appliance(s) improperly or exceeds the number of permitted appliances.

3. NUMBER AND TYPE OF APPLIANCES:

Owner permits the installation and maintenance of up to two (2) air conditioners; one (1) dishwasher; one (1) freezer and one (1) washing machine (clothes), provided the apartment has sufficient electrical capacity and wiring for safe operation of the appliance(s). Owner or Managing Agent may grant permission to exceed this number provided that: (a) the appliance is needed to reasonably accommodate the specific medical condition of a household member, and that (b) the apartment has sufficient electrical capacity and wiring for the safe operation of the appliance. Every appliances must be electric powered, and require an electric circuit of not more than 110/115 volts and 7.5 amperes. *Electric or gas clothes dryers, even if part of a washer/dryer combination unit, are prohibited.*

4. PAYMENT AND TIMING OF APPLIANCE FEES:

Owner includes appliance usage fees (electricity and/or water) in the rent bill and requires its monthly payment along with monthly rent. Failure to pay appliance usage fees is a violation of the Tenant's Lease. Upon default of any payment, Owner may utilize all available legal remedies, including but not limited to legal proceedings to collect such sum due.

a) Fees for appliances other than air conditioners are due for each full month or partial month of usage.

Fees start from the month this Agreement is signed, but Owner can retroactively impose a fee if appliance usage began before this Agreement was signed. Fees continue until the end of the month that this Agreement is terminated, or until the appliance is removed from the apartment, whichever is later.

b) Fees for air conditioners are calculated on an annual basis, but can be paid in equal monthly installments.

- 1 **Between May 1st and September 30th** (the “air conditioning season”) - If this Agreement is signed or an air conditioner is discovered during this time, the Tenant is charged retroactively to May 1st of the current calendar year. If the Tenant can prove that the air conditioner was installed later than May 1st, the charge starts the first (1st) of the month following the month of installation.
- 2) **Between October 1st and April 30th** – If this Agreement is signed or an air conditioner is discovered during this time, the Tenant is charged commencing the following May 1st.
- 3) **Termination of Fees:** Air conditioner usage fees continue until April 30th following the latter of either: the termination of this Agreement, or (b) when the air conditioner is removed from the apartment. The Tenant remains obligated to pay this fee even if the tenant vacates the apartment prior to May 1st.

5. REIMBURSEMENT FOR DAMAGES:

Tenant agrees to reimburse, defend, indemnify and hold harmless Owner, the Managing Agent, their employees, agents, and private managers from and against all demands, claims, actions, and liability resulting from the ownership, installation, operation, maintenance, or repair of any appliance.

6. OWNER’S RIGHT TO ENTER THE APARTMENT AND REMOVE AN APPLIANCE IN CASE OF EMERGENCY:

In the event that Owner or the Managing Agent determines that an appliance(s) is installed or operated in a manner that is dangerous or may cause immediate serious harm to person or property (e.g., an air conditioner is unstable and may fall out of the window or wall sleeve; an appliance may explode or cause a fire or flood) Owner and Managing Agent reserve the right to IMMEDIATELY enter the apartment and remove the appliance(s) or abate the emergency, even if no prior notice of such condition was given to the Tenant and even if no one is present in the apartment at the time of entry.

7. APPLIANCE IDENTIFICATION AND SPECIFIC FEES CHARGED:

Check if Applicable	Appliance Type	Type of Fee	Monthly Fee (see Note below)
<input type="checkbox"/>	Air Conditioner	Electric	\$8.00 (\$96.00 yearly)
<input type="checkbox"/>	Air Conditioner	Electric	\$8.00 (\$96.00 yearly)
<input type="checkbox"/>	Dishwasher	Electric	\$4.00
<input type="checkbox"/>	Freezer	Electric	\$8.00
	Washing Machine (clothes)	Water	\$4.60

Notes:

Type of Fee: Owner charges an electric fee only if the apartment is in a “master metered” building. Owner does not charge an electric fee if the Tenant’s unit is individually metered and the Tenant pays the electric bill directly to the utility company.

Dated: _____, 20 _____

Owner:

Tenant:

Print

Co-Tenant:

Signature

A translation of this document is available _____ [insert appropriate location]. _____ is providing the translation for your information only. Please fill out the English language version of the document.”

Have translations available in Spanish, Russian, simplified Chinese, traditional Chinese, and any other language necessary based on the needs of the development.

The translation is provided to you as a convenience to assist you to understand your rights and obligations.
The English language version of this document is the official, legal, controlling document.
The translation is not an official document.

APPLIANCE INSTALLATION INSTRUCTIONS AND WINDOW GUARD LAW NOTICE

1. **Agreement to Comply with these Instructions:**

By signing Appliance Agreement: Air Conditioner / Dishwasher / Freezer / Washing Machine (Clothes), the Tenant also agrees to comply with the terms, conditions and instructions of this document.

2. **Installation Responsibility:**

The Tenant is responsible to install an appliance at his/her/their own cost and expense, according to these, and any other applicable Owner appliance installation instructions. All installations must also conform to the manufacturer's specifications and all applicable law. The appliance(s) may not be placed or installed in a manner that blocks access to a room, denies required egress to a window, constitutes a fire hazard or diminishes the safety to the occupants of the apartment or the building.

3. **Documentation Required:**

The Tenant will provide Owner or Managing Agent, within three (3) business days after either *Appliance Agreement: Air Conditioner / Dishwasher / Freezer / Washing Machine (Clothes)*, is signed or the appliance(s) has been installed, a copy of the bill of sale or other documents(s) acceptable to the Owner or the Managing Agent, if available, that disclose the appliance(s) make, model, serial number and electricity or B.T.U. usage.

4. **Right of Inspection by Owner or Managing Agent:**

The Tenant will notify the Owner in writing within three (3) business days of the date the appliance(s) was installed. The Owner and/or the Managing Agent may inspect the appliance(s), its installation and operation immediately upon installation and then periodically, at their discretion.

5. **Maintenance and Operation:**

Tenant shall maintain and operate the appliance(s) in a safe and responsible manner. Maintenance and operation of the appliance(s) shall be the sole responsibility of the Tenant at his/her/their sole cost and expense. The Tenant shall not operate or run the appliance(s) continuously, when there is no reasonable need for such operation. Tenant must comply with all applicable laws, rules and regulations regarding the installation, use and maintenance of the appliance(s).

6. **Removal of Appliance by Owner:**

- a) **Non-Emergency:** In the event that Owner or the Managing Agent, in their sole discretion, determines that the appliance(s) has been improperly installed, is a safety hazard, is not operating properly (e.g., leaks, causes flooding, is too noisy) or that its presence is a violation of law, Owner or the Managing Agent at their discretion may require the Tenant either to correct the objectionable condition(s), or to remove the appliance(s). Upon notification to remove, the Tenant will have three (3) business days to remove the appliance(s).
- b) **Emergency:** In case of an emergency where Owner or the Managing Agent determines that an appliance(s) is installed or operated in a manner that is dangerous or may cause immediate serious harm to person or property (e.g., an air conditioner is unstable and may fall out of the window or wall sleeve; an appliance may explode; or cause a fire or flood), Owner or the Managing Agent reserves the right to IMMEDIATELY enter the Apartment and remove the Appliance(s) or abate the emergency, even if no prior notice of such condition was given to the Tenant and even if no one is present in the Apartment at the time of entry.

7. **Electricity Usage:**

The Tenant is encouraged to use an appliance(s) with a high Energy Efficiency Rating (EER). Tenant shall not install or use any appliance(s) that does not conform to the following specifications:

- Only appliance(s) that operate on alternating current (A/C) may be used. Appliance(s) that operate on direct current (D/C) are prohibited.
- Appliance(s) plugged into a **standard electrical outlet** – cannot require an electrical circuit of more than **110/115 volts and 7.5 amperes**. Note that a 7.5 ampere air conditioner has a rating of approximately **8,000 B.T.U.'s**.

- Appliance(s) plugged into a **special appliance or special air conditioner outlet (those designed for use with a single appliance only)** – cannot require an electrical circuit of more than 110/115 volts and 15 amperes. Note that a 15 ampere air conditioner has a rating of approximately **10,000 B.T.U.’s**. Air conditioners requiring greater than 15 amperes are not permitted.

8. Electrical Connection / Plug Adapter / Extension Cord:

The appliance(s) must be connected directly to an electrical outlet with the electric cord supplied by the manufacturer.

- The use of a plug adapter (that converts a 3-prong plug to a 2-hole wall outlet) is prohibited.
- **The use of an extension cord to connect an appliance(s) to an electrical outlet is prohibited**, except if the extension cord is a special 3-wire heavy duty extension cord with a 3-prong plug for high wattage appliances, with a marked rating of **A/C current 125 volts, 15 amperes, minimum wire gauge of 14/3**. No other electrical device shall be connected to the electrical outlet or extension cord.

9. Special Electrical Outlets and Wiring:

Owner or the Managing Agent reserves the right to install special electrical outlets and additional electrical wiring, if requested by the Tenant or if Owner or the Managing Agent deems the installation necessary, for the safe operation of an existing or newly installed air conditioner or other appliance. The installation of a special electrical outlet(s) or wiring shall be without charge to the Tenant.

10. Prohibited Appliances:

The following appliances are prohibited for use within a residential apartment or on the common development grounds, unless specific permission in writing is granted by the Owner or the Managing Agent.

- Appliances that operate on gas, either bottled gas or connected to the natural gas line. This prohibition does not include a gas cooking stove / oven supplied by the Owner or Managing Agent.
- Any appliance, heater or barbecue grill that operates on kerosene, wood, coal or charcoal.
- Electric clothes dryers – even if clothes dryer is a combination unit with a clothes washing machine.
- Any appliance or device whose maintenance or operation violates applicable law, rule or regulation.

11. Air Conditioner Installation:

- Install the air conditioner (AC unit) in the specially built air conditioner sleeve, if one exists.
- Do not install an AC unit in a window if it will block a fire escape window or other exit.
- Place the AC unit in the middle of the window.
- The AC unit must be permanently attached into the window opening.
- The AC unit must be properly installed, securely braced and conform to the manufacturer’s installation instructions.
- Support the AC unit from underneath, or firmly fasten it from inside with angles. You may use supporting metal brackets, mounting rails, etc., which must be structurally fastened to the building and must be strong enough for the size and weight of the AC unit.
- Objects or shims used to adjust the position of the AC unit must have an independent source of fastening or attachment.
- Install the AC unit so that the window can’t be opened accidentally.
- “L” shaped metal stops (brackets) must be installed in both sides of the inside window track to prevent the window from lifting upward.
- Except as otherwise permitted below, the air conditioner unit must fit the entire width of the window. There cannot be any open unguarded spaces greater than 4½ inches.
- Structurally sound barriers must be installed in one or both sides of the air conditioner when the air conditioner does not fill the entire width of the window, so that there is no unguarded space more than 4½ inches.
- Do not use loose objects, such as wood blocking, bricks, telephone books, gypsum board or cans on the window exterior to support or level an air conditioner.
- The installation of foam weather-stripping between the top of the lower window sash and the window panes of the upper sash is recommended.



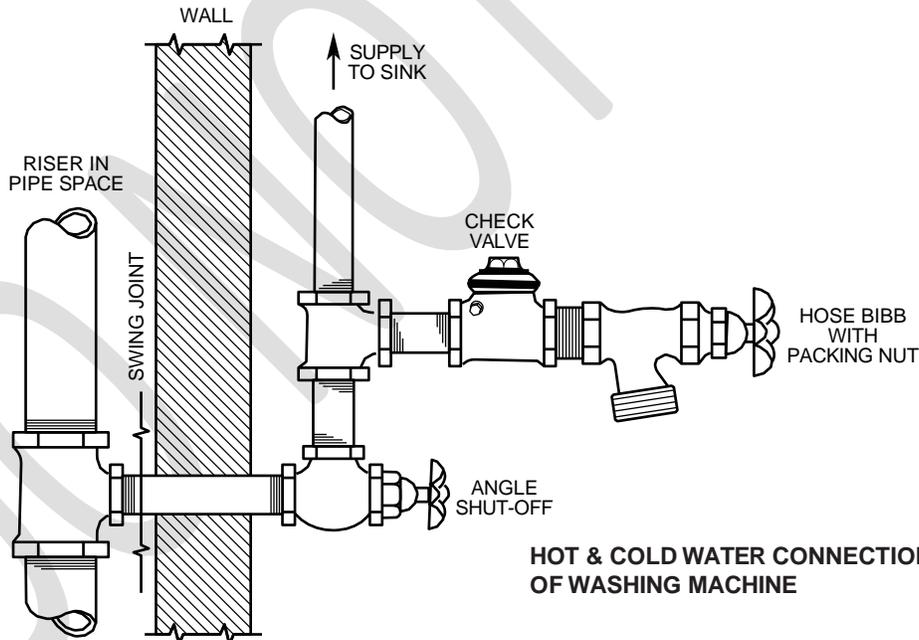
12. Air Conditioner Removal - Window Guard Law Notice:

Per New York City Law (the NYC Health Code), the Owner or Managing Agent will install window guards in your apartment if you have a child 10 years of age or younger living in your apartment, or if you request window guards. The Owner or the Managing Agent will install window guards free of charge.

NYC Law permits the removal of an existing window guard only if the window guard is replaced with a permanently installed window air conditioner. Removal of a window guard is the responsibility of the tenant. If an air conditioner is to be removed, the Tenant must first notify the Owner or Managing Agent so that Owner or Managing Agent can properly reinstall the window guards at the same time as an air conditioner is removed.

13. Washing Machine Installation:

- Each water supply hose must be connected under the sink to a plumbing fitting containing a properly working check valve.
- Water supply hoses shall be ½ inch in diameter and no more than 60 inches long. The use of braided stainless steel hoses, or a "Floodchek" rubber hose with braided rayon reinforcement, rubber jacket, rubber cover and brass couplings is recommended.
- Any plumbing alterations including check valve installation must be installed by a licensed plumber at the sole cost and responsibility of the Tenant. Refer to the diagram shown below for plumbing alteration instructions.
- All water supply and drain fittings must be leak free, and in compliance with NYC Building Codes and be acceptable to the Owner or the Managing Agent.
- There shall be sufficient space between the washing machine and supply and drain hoses to prevent the hoses from kinking.
- The installation of a dryer or a combination washing machine / dryer is prohibited.
- All installations must fit into existing space without the necessity of alteration of fixtures or property, and without causing damage to adjacent fixtures or cabinets.



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[Signatures Next Page]



Dated: _____, 20 _____

OWNER:

Tenant:

Print

Co-Tenant:

Sign

DO NOT SIGN