

NEW YORK CITY HOUSING AUTHORITY

**A. APPLIANCE AGREEMENT:  
AIR CONDITIONER/DISHWASHER/FREEZER/WASHING MACHINE (CLOTHES)**

1. NAME LESSEE:	4. ACCOUNT NUMBER:
2. NAME CO-LESSEE IF APPLICABLE:	5. BOROUGH:
3. LESSEE/ CO-LESSEE ADDRESS & APT.#:	6. DEVELOPMENT:

The New York City Housing Authority (“NYCHA”) as Landlord, Owner and/or Operator of the above identified building, pursuant to the tenant’s lease grants permission to the above named residential tenant(s) to install and maintain in his/her apartment any of the following major appliances, as indicated below: Air Conditioner/ Dishwasher/Freezer/Washing Machine (Clothes); on the condition that the tenant(s): (a) signs this Appliance Agreement, and (b) pays NYCHA all required usage fees. By signing this document the tenant(s) also agrees to comply with the terms, conditions and instructions of NYCHA form 150.110A, Appliance Installation Instructions and Window Guard Law Notice.

**1. INSTALLATION AND INSPECTION:**

The tenant(s) is solely responsible for the cost and proper installation and operation of every appliance. NYCHA reserves 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 agreement may be terminated at any time by either NYCHA Property Management or by the tenant, by giving the other party notice in writing. If the agreement is terminated, the appliance must be removed from the apartment. NYCHA can terminate the notice if the tenant(s) fails to pay all required fees, installs or maintains the appliance improperly or exceeds the number of permitted appliances.

**3. NUMBER AND TYPE OF APPLIANCES:**

NYCHA permits the installation and maintenance of up to two (2) air conditioners; one (1) dishwasher; one (1) freezer and one (1) washing machine (clothes). NYCHA 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:**

NYCHA 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, NYCHA 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.
- b) Fees start from the month this agreement is signed, but NYCHA 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 1<sup>st</sup> and September 30<sup>th</sup>** (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 1<sup>st</sup> of the current calendar year. If the tenant can prove that the air conditioner was installed later than May 1<sup>st</sup>, the charge starts the first (1<sup>st</sup>) of the month following the month of installation.

**2) Between October 1<sup>st</sup> and April 30<sup>th</sup>** – If this Agreement is signed or an air conditioner is discovered during this time, the Tenant is charged commencing the following May 1<sup>st</sup>.

**3) Termination of Fees:** Air conditioner usage fees continue until April 30<sup>th</sup> 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 1<sup>st</sup>.

**5. REIMBURSEMENT FOR DAMAGES:**

Tenant agrees to reimburse, defend, indemnify and hold harmless NYCHA, its 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. NYCHA’S RIGHT TO ENTER THE APARTMENT AND REMOVE AN APPLIANCE IN CASE OF EMERGENCY:**

In the event that NYCHA 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), NYCHA 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. APPLIANCE IDENTIFICATION AND SPECIFIC FEES CHARGED:**

Check if Applicable	Appliance Type	Type of Fee	Standard (Non-Discounted) (see Note below)	Discount Fee (see Note below)
<input type="checkbox"/>	Air Conditioner	Electric	\$10.00 (\$120.00 yearly)	\$8.00 (\$96.00 yearly)
<input type="checkbox"/>	Air Conditioner	Electric	\$10.00 (\$120.00 yearly)	\$8.00 (\$96.00 yearly)
<input type="checkbox"/>	Dishwasher	Electric	\$5.00	\$4.00
<input type="checkbox"/>	Freezer	Electric	\$10.00	\$8.00
<input type="checkbox"/>	Washing Machine (clothes)	Water	\$5.75	\$4.60



**Notes:**

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

**Standard (Non-Discounted) Fee:** This applies when the household is charged the “flat rent,” except as stated below.

**Discounted Fee:** This applies when:

- the household is not charged a “flat rent,” or
- the household is charged a “flat rent,” but the Lessee or Co-Lessee is either:
  - (a) elderly (age 62 or older), or
  - (b) disabled

Dated: \_\_\_\_\_, 20 \_\_\_\_\_

<p>NEW YORK CITY HOUSING AUTHORITY By Property Manager:</p>  <p>_____</p> <p style="text-align: center;"><i>(PrintName)</i></p>  <p>_____</p> <p style="text-align: center;"><i>(SignName)</i></p>	<p>Lessee:</p>    <p>Co-Lessee:</p>
--	---

A translation of this document is available in your management office.
La traducción de este documento está disponible en su oficina de administración.
文件譯本可到屋邨管理辦事處或上網址。
Перевод этого документа находится в Вашем домоуправлении.

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.