



Date:

From: Gloria Taras  
Administrative Assistant

Re: Park Vanderbilt Cooperative Apartments, Inc.  
Apt. \_\_\_\_\_, 651 Vanderbilt Street  
Apartment Alteration and Decorating

Enclosed herewith please find the following documents:

- a. Alteration Guidelines
- b. Decorating Guidelines
- c. Apartment Alteration Agreement
- d. Apartment Decorating Agreement

Kindly complete the documents that are relevant to the work being done.

Please submit your completed package together with the appropriate checks and Certificate of Insurance to our office:

Excel Bradshaw Management Group, LLC  
501 Surf Avenue, Brooklyn, NY 11224  
Attn: Gloria Taras

These documents will be given to Mark Levine, of Excel Bradshaw Management Group, LLC ([mblevine@ebmg.com](mailto:mblevine@ebmg.com)) and you will be contacted as to the date your contractor can begin.

If there are any questions, please feel free to contact me at 718-266-1110.

Thank you.

## Alteration Guidelines

### **I. Prohibited Alterations.**

1. The use of a jackhammer and or other pneumatic tools.
2. Channeling into the exterior or supporting walls (for water, cable or electric lines).
3. The removal or modification of walls that support the building (without the written consent by a Cooperative approved Engineer.)
4. Additional bathrooms (e.g., powder rooms).

### **II. Renovations and Alterations that require evaluation by Building's Architects and Engineers and Approval by the Board of Directors.**

1. Any changes that affect water, gas, plumbing, heating system, telephone and/or electric lines. Please be aware that when changes are made which affect water pipes, branch-plumbing lines must also be replaced.
2. Any renovations that require breaching the outside wall of the building.
3. Demolition of existing interior walls or the construction of new interior walls.

### **III. Minor Alterations that DO NOT require Approval by the Building's Architects and Engineers nor Approval by the Board of Directors.**

The following minor alterations merely require managing agents approval:

1. Painting, wallpapering and similar work
2. Installing carpet or similar decorative work
3. Sanding and staining existing wood flooring
4. Kitchen cabinets and countertops
5. Bathroom tilework

To obtain Managing Agent approval or the aforementioned minor alterations, you must submit an executed copy of the Decoration Agreement, Certificate of Insurance for the Contractor and a copy of the executed contract. In addition, if there is **ANY** exchange of money for work done in your apartment, Management must be notified.



**Certificate of Insurance Requirements for  
Park Vanderbilt Cooperative Apartments, Inc.**

As per the terms of our contracts, it is required that you submit to us a certificate of insurance noting the following:

- |                                |                      |
|--------------------------------|----------------------|
| <b>1. General Liability</b>    | <b>1,000,000</b>     |
| <b>2. Property Damage</b>      | <b>50,000</b>        |
| <b>3. Workers Compensation</b> | <b>Statutory</b>     |
| <b>4. Auto Coverage</b>        | <b>If Applicable</b> |

In addition, we also require that the following be noted on your policy as additionally insured:

- a. Excel Bradshaw Management Group, LLC**
- b. Park Vanderbilt Cooperative Apartments, Inc.**

Also, please note the following Certificate Holders:

- 1. Excel Bradshaw Management Group, LLC  
393 Old Country Road  
Carle Place, NY 11514**
  
- 2. Park Vanderbilt Cooperative Apartments, Inc.  
C/o Excel Bradshaw Management Group, LLC  
393 Old Country Road  
Carle Place, NY 11514**



REAL ESTATE BOARD OF NEW YORK

**APARTMENT DECORATING AGREEMENT APPLICATION**

Apartment Corporation: Park Vanderbilt Cooperative Apartments, Inc.

Address: 651 Vanderbilt Street  
Brooklyn, NY 11218

**\*\*\* SUBMIT IN TRIPLICATE TO MANAGING AGENT \*\*\***

Name: \_\_\_\_\_

Apartment Number: \_\_\_\_\_

Home Phone: \_\_\_\_\_ Work Phone: \_\_\_\_\_

Fax Number: \_\_\_\_\_

Requested Commencement Date for Work: \_\_\_\_\_

Detailed room-by-room description of proposed decorative work:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

(Attach additional pages if necessary)

**This Decorating Agreement is a preliminary request. NO WORK MAY COMMENCE UNLESS AND UNTIL THIS AGREEMENT IS EXECUTED BY THE CORPORATION AND YOU. A Certificate of Insurance from the Contractor naming the Corporation and its Managing Agent as additional insured's must be on file.**

\_\_\_\_\_  
Shareholder's Signature

\_\_\_\_\_  
Date

**Park Vanderbilt Cooperative Apartments, Inc.  
Excel Bradshaw Management Group, LLC  
393 Old Country Rd.  
Carle Place, New York 11514**

**Apartment Decorating Agreement**

Date \_\_\_\_\_

Re: Apartment No: \_\_\_\_\_

To Whom it may Concern:

I hereby request permission to redecorate my apartment as described in the attached document, the Apartment Decorating Agreement Application (hereafter collectively referred to as the "work"), in the above apartment.

If such permission be granted:

1. I agree, before any work is begun:

(a) To provide you with a complete and conformed copy of every agreement made with contractors and suppliers.

(b) To procure from my contractor, or contractors:

(i) the insurance policies described on Exhibit "B" attached hereto, which policies shall name the Corporation, the Corporation's officers, directors, shareholders, Designated Engineer, the Managing Agent, and Shareholder, as parties insured. Such policies shall provide that they may not be terminated until at least ten (10) days after written notice to the Corporation. All such policies or certificates evidencing the issuance of the same shall be i) with companies that are reasonably acceptable to the Corporation, and ii) delivered to the Corporation before the Work commences.

(ii) Workers' compensation and employees liability insurance policies, covering all employees of the contractor, contractors or subcontractors.

**All such policies, or certificates evidencing this insurance, shall be delivered to you.**

(c) To procure from my contractor or contractors a written agreement in the form of Exhibit A.

(d) To provide you with a security deposit in the amount of \$500 as security for my obligations hereunder. The Corporation shall be the sole arbiter in the determination of charges to be deducted from this deposit.

(e) To provide you with a check in the sum of \$50 payable to the Managing Agent as a processing fee in connection with this request and the work, if applicable.

2. It is understood that:

(a) I assume all risks of damage to the building and its mechanical systems, and to persons and property in the building, which may result from or be attributable to the work being performed hereunder and all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all work, whether or not structural, weathertightness of windows, exterior walls or roofs, waterproofing of every part of the building directly or indirectly affected by the work, and maintenance of all heating, plumbing, air-conditioning and other equipment installed or altered pursuant hereto. If the operation of the building, or any of its equipment, is adversely affected by the work, I shall, when so advised, promptly remove the cause of the problem.

(b) I recognize that there will be no change in the operations of the building's heating systems to facilitate the functioning of any heating units I may be installing.

(c) The alterations and materials used shall be of the quality and style in keeping with the general character of the building.

(d) I undertake to indemnify you, the Corporation, the Managing Agent and tenants or occupants of the building for damages suffered to person or property as a result of the work performed hereunder, whether or not caused by negligence, and to reimburse the Corporation for any expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred as a result of such work.

3. All permitted work shall be completed expeditiously and all work must be completed with 30 days. Work estimated to last longer than 30 days must be approved by Management.

4. No work shall be done, except between the hours of 9 A.M. and 4:30 P.M., Monday through Friday, with the exception of a Friday that leads into a Holiday Weekend, when work shall cease at 2:00 P.M. No work shall be done on Saturdays and Sundays and holidays. Any work which can produce unusual noises, which might be disturbing to building occupants, shall only be done after 9 A.M., Monday through Friday.

5. All precautions will be taken to prevent dirt, dust, and odors from penetrating other parts of the building during the progress of the alteration. If, at the Corporation's discretion, dirt, dust and/or odors affect other areas of the Building, the Corporation may take such steps as it determines to be necessary to clean or sanitize the affected areas and the Shareholder will reimburse the Corporation for all costs and expenses. Materials and rubbish will be placed in barrels or bags, before taken out of the apartment. All such barrels or bags, rubbish, rubble, discarded equipment, empty packing cartons and other material will be taken out of the building and removed from the premises at my expense. I recognize that the elevator may be used for such removal and only at such times as the Superintendent of the building may direct. If the services of an employee of the Corporation is required on an "overtime" basis, I shall reimburse you for any wages or related expenses incurred in connection therewith.

6. I recognize that by granting consent to the work, you do not profess to express any opinions as to the design, feasibility of efficiency of the work.

7. My failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the Occupancy Agreement, pursuant to which your consent has been granted, and, in addition to all other rights, you may also suspend all work and prevent workmen from entering my apartment for any purpose other than to remove their tools or equipment.

8. This agreement may not be changed orally. This agreement shall be binding on you, me, and our personal representatives and authorized assigns.

9. I shall cause my contractors and/or workers to use safe work practices during the work and take precautions to prevent the spread of dust and debris, which may contain lead.

(a) Such practices shall include (1) limiting access to the work area to only workers, (2) covering the work area with six mil polyethylene plastic or equivalent, (3) protecting the workers, (4) protecting my belongings by covering or removing them from the work area, (5) wetting the painted surfaces before disturbing the paint and (6) wetting the debris before sweeping. My contractors and/or workers may not use unsafe paint removal practices, including (1) open flame burning, (2) power sanding or sandblasting (unless a special vacuum attachment is used to contain dust), and (3) dry scrape more than a *de minimis* surface area (*de minimis* means as area of less than one square foot per room).

(b) No more than sixty (60) days prior to beginning of renovation activities in the Apartment, the contractor shall provide the Shareholder with the Environmental Protection Agency (the "EPA") pamphlet entitled, Protecting Your Family from Lead in the Home, (the "Pamphlet"). The contractor shall be responsible for obtaining the Shareholder's or the occupant's written acknowledgement of receipt of the Pamphlet or a certificate of mailing evidencing same. The Shareholder hereby acknowledges that the Corporation has no liability or obligations in connection with this notification requirement of the EPA.

I shall cause my contractors and/or workers to perform specialized cleaning of the work area using methods designed to safely remove dust and debris, which may contain lead.

I shall receive assurances acceptable to the Corporation from my contractors and/or workers that they have knowledge of lead-based paint hazards and they will perform the work and clean up the work in manner, which will avoid creating lead-based hazards.

Annexed hereto is the "work" document and a rider or \_\_\_\_ pages, which is made part of this agreement.

Very truly yours,

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Shareholder

PERMISSION GRANTED: \_\_\_\_\_

\_\_\_\_\_  
Apartment Corporation, Owner

By: \_\_\_\_\_

Name:

Title:

**EXHIBIT A**

\_\_\_\_\_ (Board of Directors or MANAGING Agent)

\_\_\_\_\_  
Brooklyn, New York \_\_\_\_\_

Re: Apartment: \_\_\_\_\_ (the "Apartment")

\_\_\_\_\_ (Apartment Corporation)

\_\_\_\_\_ (Addresses)

\_\_\_\_\_ Brooklyn, NY

Shareholder: \_\_\_\_\_ (the Shareholder)

Dear Sir/Madam:

This letter will confirm that the undersigned has (i) reviewed and fully understood the terms and provisions of an Apartment Decorating Agreement date \_\_\_\_\_ (the "Agreement") between \_\_\_\_\_ Apartment Corporation (the "Corporation") and the Shareholder and (ii) agrees to abide by the terms of the agreement and the rules and regulations of the Corporation from time to time in effect.

The undersigned further agrees that it will not make any claim against, or seek to recover from (a) the Corporation or the Corporation's shareholders or (b) the Corporation's or the Corporation's shareholders servants, agents, partners, guests, licensees, invitees, tenants or employees (the "Indemnified Parties") for any damage to persons or property by the perils within the scope of the policies described in the Agreement unless the loss or damage is due to the carelessness or negligence of that Indemnified Party. The undersigned further agrees to defend, indemnify and hold harmless the Indemnified Parties and all others occupants of the building, against any and all liability, including legal costs and expenses on account of loss of life or injury to any person or damage property, happening in or arising of or in any way relating to the performance of the work unless such loss or injury of life or loss or damage to property is caused by the carelessness of that Indemnified Party.

Sincerely,

[Name of Contractor]

By: \_\_\_\_\_

Name:

Title:



## Exhibit B

Shareholder's Contractor shall provide insurance of the types and in not less than the limits set forth below with a company or companies satisfactory to the Corporation, licensed to do business in the State of New York, and all such policies shall name the Corporation, the Shareholder and the Corporation's managing agent (the "Managing Agent") as additional named insured. No diminution of limits of insurance will be permitted.

(i) WORKERS' COMPENSATION as required by all applicable Federal, State, or other laws including Employers Liability in accordance with the statutory requirements of the State of New York, together with Disability Benefits Insurance required by the State of New York.

(ii) COMPREHENSIVE GENERAL LIABILITY including Contractor's Liability and Blanket Contractual Liability (oral or written), all on an occurrence basis with Personal Injury Coverage, which shall include mental anguish as well as standard conditions, and Broad Form Property Damage, without any exclusion relating to Explosion, Collapse and Underground Property Damage.

The policy will contain the "Broad Form Comprehensive General Liability" endorsement in Paragraph 1 in such form; the exclusion pertaining to liability assumed by the Contractor under any contract or agreement (Section II paragraph B(1)) is to be deleted. The Completed Operations Coverage is to extend for a period of one year following termination of the Work and Contractual Indemnity Coverage is also to extend for one year following termination of the Work. The policy is also to include (a) Owners Protective Liability Coverage, (b) Knowledge of Occurrence and Notice of Occurrence endorsements and (c) Unintentional Errors and Omissions clause. The policy shall also include coverage with respect to asbestos exposure if the Work involves any asbestos-containing material, and shall not include a sunset clause without the Corporation's consent.

\$1,000,000 BODILY INJURY & PROPERTY  
DAMAGE\* (combined single limit)

(iii) COMPREHENSIVE AUTOMOBILE LIABILITY, including non-ownership and hired car coverage, as well as owned vehicles:

\$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined  
single limit)

The Corporation may also require:

(iv) \$3,000,000 UMBRELLA LIABILITY, BODILY INJURY, PERSONAL  
INJURY AND PROPERTY DAMAGE COMBINED.

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\* Amounts of insurance required may be higher for major renovations as designated by the Board of Directors.

If umbrellas are written in more than one company any layers above the first one shall follow the form of the primary umbrella.

Prior to the commencement of any work hereunder, detailed certificates of insurance shall be furnished to the Corporation showing that such insurance is in full force and the premiums due hereunder have been paid. Such certificates shall provide that the said insurance may not be canceled, terminated or modified without ten (10) days written advance notice thereof to the Corporation. The Contractor shall promptly furnish the Corporation with copies of any endorsements subsequently issued amending insurance coverage or limits.

In the event of the failure of the Contractor to furnish and maintain such insurance, the Corporation shall have the right, at its option, at any time, (a) to revoke permission to perform the work and to deny entry into the Building of all workers, except that if such workers are escorted by a member of the Building's staff, they shall be permitted to remove their tools and supplies, or (b) to take out and maintain the said insurance for and in the Corporation's name, the Shareholder's name and the name of the Contractor and the Shareholder agrees to pay the cost thereof and to furnish all necessary information and consents to permit the Corporation to take out and maintain such insurance for the Corporation's account, the Shareholder's account and the account of Contractor. Compliance with the foregoing requirements to carry insurance and furnish certificates shall not relieve the Shareholder or the Contractor from liability assumed under any provisions of this Agreement.

The Contractor's insurance policy shall also contain in substance the following endorsement:

"This insurance shall not be invalidated should the insured waive, in writing, prior to a loss, any or all right of recovery against any party for the loss occurring to the property described herein."

Nothing in this Exhibit B shall constitute a waiver of or limitation of any other rights or remedies the Corporation may have for consequential damages or otherwise.

## GUIDELINES FOR APARTMENT DECORATION

1. Discuss your plans for Decorating/Cosmetic Work with the Managing Agent for guidance. No Decorating/Cosmetic Work may proceed until the attached Decorating Agreement has been approved by the Corporation. Only minor repairs or replacement of appliances are exempt from this requirement.
2. Review the Decorating Agreement application with your prospective contractor/vendor before signing a contract with them. The contractor/vendor must be aware of and agree to the conditions of the Decorating Agreement Application including insurance coverage, indemnification and other requirements of the Corporations.
3. After you have signed the Decorating Agreement Application and provided it to the Managing Agent with certificates of insurance and an indemnification letter from your contractor/vendor, a Representative of the Corporation will execute the agreement. You may then sign your contractor/vendor's contract, obtain a start date from the Managing Agent and schedule your contractor/vendor to begin work. The start date scheduled by the Managing Agent shall depend on the number of ongoing apartment alterations and decorations.

APARTMENT ALTERATION AGREEMENT\*

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This Agreement, made as of this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ between **Park Vanderbilt Cooperative Apartments, Inc.** (the "Corporation") with an address c/o **Excel Bradshaw Management Group** ("Managing Agent") and \_\_\_\_\_ (the "Shareholder") having a mailing address of \_\_\_\_\_.

WITNESSETH:

WHEREAS, the Shareholder hereby requests permission to make/install the equipment and/or make the alterations in the apartment (the "Apartment") (Apt. # \_\_\_\_\_) at 651 Vanderbilt Street, Brooklyn, NY 11218 as described in the accompanying plans and specifications (the "Work");

WHEREAS, in order to obtain the Corporation's consent to the Work as required under Article 13, Paragraphs A-D of the Occupancy Agreement (the "Lease") between the Shareholder and the Corporation, the Shareholder agrees to comply with the terms of the Lease and the obligations and policies of the Corporation, including but not limited to, applicable House Rules.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Shareholder's Submissions. Shareholder herewith delivers to the Corporation:

- a. detailed plans, specifications and drawings of the Work, including a room-by-room list of all alterations to be undertaken, and if required by the Corporation, detailed plans and specifications (the "Plans") prepared by a licensed architect or engineer (if the nature of the alteration so requires), which shall not be modified by the Shareholder after they are approved by the Corporation's architect or engineer (the "Corporation's Designated Engineer") without the Corporation's Designated Engineer's subsequent approval.
- b. a check with respect to the security payable in connection with this Agreement in the sum of \$ 1,000 payable to the Corporation in accordance with paragraph 13 of this Agreement, if applicable.
- b. a check in the sum of \$ 250 payable to Excel Bradshaw Management Group, managing agent for the Building (the "Managing Agent") as processing fee in connection with this request and the Work, if applicable.

2. Corporation's Review of Work as Proposed. Shareholder acknowledges that the Corporation's Designated Engineer, may at Shareholder's expense, (a) review the Plans for the Work and (b) from time to time observe the Work to ensure that the Work conforms to the approved Plans and is otherwise in conformity with the requirements of this Agreement. Shareholder shall provide access to the Apartment, from time to time, to permit the Corporation's Designated Engineer, the Managing Agent, the superintendent of the Building, or any other person the Corporation may authorize, to observe and inspect the Work. Shareholder shall make all corrections specified by the Corporation as a result of such inspections, necessary to bring the Work into conformity with the Plans. The Corporation's failure to inspect shall not be considered a waiver of the Shareholder's obligation to comply with this Agreement and the approved Plans. The Corporation shall notify the Shareholder as to when inspections will be required. Shareholder shall promptly correct all parts of the Work (whether or not such work is fabricated, installed or completed) rejected by the Corporation because of its failure to conform to the Plans and specifications previously approved by the Corporation or with the requirements of this Agreement or the

laws, rules, orders or regulations of any governmental authority having jurisdiction over the Building or which violates any policy of insurance maintained by the Corporation. Shareholder shall bear all costs of correcting such rejected parts of the Work, including the compensation for additional services to the Corporation of any architect or engineer made necessary thereby.

3. Pre-Conditions to Commencement of Work by Shareholder. Shareholder agrees:

- a. Prior to beginning the Work, to provide the Corporation with complete and conformed copies of every agreement made with contractors, subcontractors and suppliers;
- b. If required by laws, rules, orders or governmental regulations or the Corporation's Designated Engineer, to file plans, forms or applications (including without limitation any asbestos-related forms filed in support of any applications) with, and procure the approval, permits, licenses, consents of all governmental agencies having jurisdiction over the work including, but not limited to, the New York City Buildings Department, the Board of Fire Underwriters, and to deliver to the Corporation a copy of every permit or certificate issued. The determination of the Corporation's Designated Engineer as to the need for any such approval shall be conclusive;
- c. At the completion of the Work, the Shareholder will deliver to the Corporation an amended certificate of occupancy and a certificate of the Board of Fire Underwriters, if either be required, and such other proof as may be necessary to indicate that all Work has been done in accordance with all applicable laws, ordinances and government regulations, together with a statement from the architect or engineer who signed the Shareholder's Plans that the Work has been executed in accordance with those Plans. If an amended certificate of occupancy or certificate of the Board of Fire Underwriters is not required, the Shareholder's Designated Engineer must submit a statement to that effect. The determination of the Corporation's Designated Engineer as to the need for an amended Certificate of Occupancy shall be conclusive.
- d. To procure from Shareholder's contractor or contractors the insurance policies described on Exhibit "A" attached hereto, which policies shall name the Corporation, the Corporation's officers, directors, shareholders, Designated Engineer, the Managing Agent, and Shareholder, as parties insured. Such policies shall provide that they may not be terminated until at least ten (10) days after written notice to the Corporation. All such policies or certificates evidencing the issuance of the same shall be i) with companies that are reasonably acceptable to the Corporation, and ii) delivered to the Corporation before the Work commences.

4. Shareholder to Give Notice of Actual Commencement of Work. Prior to commencing the Work, Shareholder shall give at least five (5) days' written notice to the superintendent of the Building and the Managing Agent of the date the Work shall commence and the estimated duration of the Work.

5. Work Done at Shareholder's Risk. Any damage to the Apartment or other areas of the Building, including, but not limited to the common structure, infrastructure, mechanical systems equipment, elevators, doors and finishes of the Building, caused by or resulting from the Work, shall be covered by the insurance coverage required of Shareholder, or Shareholder's contractor(s) or subcontractor(s), as the case may be.

However, the existence of such insurance shall not relieve Shareholder of liability therefore. If the Managing Agent advises Shareholder of any damage, which in the Managing Agent's opinion, was caused by the Work, Shareholder shall promptly submit such claim to Shareholder's insurance carrier and to Shareholder's contractor(s) or subcontractor(s) for submission to their insurance carrier, as appropriate. Shareholder agrees to use all reasonable efforts, and to cause the contractor(s) and subcontractor(s) likewise to use all reasonable efforts, to cause any insurance carrier insuring Shareholder or Shareholder's contractors or subcontractors to expeditiously review and settle damage claims for which they are responsible.

6. Indemnification by Shareholder. Shareholder hereby indemnifies and holds harmless the Corporation, the Corporation's Designated Engineer and employees, the Managing Agent, and other shareholders and residents of the Building against any damages suffered to persons or property as a result of the Work. Shareholder shall reimburse the Corporation, the Corporation's Designated Engineer, Managing Agent, and other shareholders and residents of the Building for any losses, costs, fines, fees and expenses (including, without limitation, reasonable attorney's fees and disbursements) incurred as a result of the Work and/or the Shareholder's or any contractor's or consultant's failure to conform with this Agreement or any law or ordinance and which may be incurred by the Corporation in the defense of any suit, action, claim or violation in connection with the Work or the abatement thereof.

7. All Costs Associated with Work Done at Shareholder's Expense. Shareholder accepts sole responsibility for the Work and for all costs in connection with the Work. If the Corporation obtains legal, engineering or architectural advice either prior or subsequent to granting permission for the Work, Shareholder agrees to reimburse the Corporation, on demand, for any reasonable fees (including attorney's fees) incurred. Shareholder understands and agrees that all costs of labor, equipment and materials incurred by the Corporation, shall be charged to Shareholder as additional rent under the Lease.

8. Shareholder's Contractor to Cooperate with Building Labor. All of Shareholder's contractors and subcontractors shall employ only such laborers as shall not conflict with any of the trade unions employed in the Building or otherwise cause disharmony with any Building service union. The Contractor shall acknowledge this Agreement and agrees to, and shall cause all subcontractors to abide by all of the rules and regulations of the Corporation.

9. Shareholder's Responsibility for Consequences of Work. Shareholder and any successor-in-interest assume(s) all risks of damage to the Building and its mechanical or electrical systems, and to persons and property in the Building which may result from or be attributable to the performance or existence of the Work and the maintenance and repair of any alterations and installations in the Apartment after completion. This responsibility covers all aspects of the Work, whether or not structural, including without limitation, weather-tightness of windows, exterior walls or roofs, waterproofing of every part of the Building directly or indirectly affected by the Work, and maintenance of all heating, plumbing, air-conditioning and other equipment installed or altered pursuant hereto. If the operation of the Building, or any of its equipment, is adversely affected by the Work, Shareholder, when so advised, shall promptly remove or correct the cause of the problem as determined by the Corporation. Shareholder agrees that any air conditioning units, and/or structures, wherever located in the Building, may be removed by the Corporation for the purpose of repairs, upkeep or maintenance of the Building, at the sole expense of the Shareholder. If the Shareholder does not promptly remove or correct the problem, the Corporation may have the problem corrected and the Shareholder shall be liable for all costs and expenses incurred therein.

10. Prohibited Construction Methods. Shareholder recognizes that there will be no change in the operation of the Building's heating system, ventilation system or air-conditioning units, if any, to facilitate the functioning of any heating or air-conditioning units Shareholder may be installing. Shareholder will not interfere or permit interference with the Building's intercom system, gas, electric, plumbing or any other service. Shareholder agrees that exterior masonry walls shall not be penetrated.

11. Completion of Work. The Shareholder shall use the Shareholder's best efforts to ensure that the Work is completed expeditiously, but in any event all Work shall be completed within an aggregate of 30 working days from the date of commencement of the Work, or such other period as the Corporation, in writing, designates (the "Completion Date"). The Corporation expresses no opinion regarding the feasibility of completion of the Work within this time period. No Work other than decorative work, such as painting, wallpapering or carpeting, may be continued beyond the Completion Date without the Corporation's specific written consent. If the Work shall not have been completed by the Completion Date, the Corporation shall be entitled to apply, from the security funds provided pursuant to paragraph 1(b) of this Alteration Agreement, the sum of \$ 100 per day for each calendar day the Work remains incomplete. These amounts are acknowledged to be liquidated damages, and not a penalty, to compensate the Corporation and the Corporation's shareholders for the costs and inconvenience of the continuation of the Work, it being understood that the damages caused by continuation of the Work would be difficult to determine. The Corporation's application of the security funds provided pursuant to paragraph 1(b) of this Agreement as aforesaid shall be without prejudice and in addition to all other remedies the Corporation may have. If the security funds provided pursuant to paragraph 1(b) are fully applied, the Shareholder agrees to pay all amounts due under this paragraph to the Corporation in weekly installments. The determination of whether the Work is completed shall be made by the Corporation, and the Corporation's determination shall be conclusive. The Shareholder agrees that any consent by the Corporation to perform Work after the Completion Date may be revoked by the Corporation immediately if the Shareholder fails to comply with any requirement of this Agreement or extension of the Completion Date.

12. Work Hours and Noise. The Work shall be performed, only between the hours of 9:00 a.m. and 4:30 p.m. Monday through Friday, with the exception of a Friday that is leading into a holiday weekend, where that work shall stop no later than 2:00 p.m. The Work shall not be performed on Saturdays, Sundays and holidays. The Corporation shall be the sole arbiter should there be any doubt as to noise levels that may be disturbing.

13. Shareholder's Security Deposit. As security for the faithful performance and observation by Shareholder of the terms and conditions of this Agreement, Shareholder has deposited the sum indicated in paragraph 1(b) with the Corporation. In the event that Shareholder or persons engaged by Shareholder to perform the Work cause loss, cost or expense to the Corporation, including without limitation any loss, cost or expense arising from or relating to (a) the fees of the Corporation's Designated Engineer to review the plans and specifications or to review from time to time the progress of the Work; (b) the fees of the Corporation's attorneys engaged in the event of Shareholder's breach or alleged breach of the provisions of this Agreement, or otherwise in connection with the Work; (c) damage to the carpeting or wall surfaces in the Building's hallways or to any common area (including without limitation, the cost of cleaning, shampooing, painting or repairing the same if soiled or otherwise damaged); (d) delays in completion of the Work, as more specifically referred to in Paragraph 11 of this Agreement, or (e) any other expenses incurred by the Corporation in connection with any complaints or breach of this Agreement. Shareholder agrees that the Corporation may use, apply or retain the whole or any part of the security so deposited and the interest earned thereon, if any, to the extent required for the payment thereof. If the deposit is diminished by one-half of the original amount, Shareholder shall replenish it to the full amount within (3) days after written demand. Shareholder's failure to so replenish the security deposit shall be a material breach of this Agreement and shall entitle the Corporation to stop the Work, and/or exercise any remedies it has hereunder. If Shareholder shall comply with all of the terms and conditions of this Agreement, the security deposit and interest or remaining balance thereof, if any, shall be returned to Shareholder.

14. Accessibility. Shareholder agrees that all water, steam, and gas valves will be reasonably accessible. If any portion of the Work should enclose such valves, contrary to the provisions of this Agreement, if requested by the Corporation's Designated Engineer, such portion shall be uncovered at Shareholder's expense for observation. Such enclosure shall be opened and replaced at Shareholder's expense.

15. Use of Public and Common Areas During Work. Shareholder will not allow the halls, sidewalks, courtyards and other public areas to be used for the storage of building materials or debris and agrees that the floor of the halls to be used in

connection with the Work will be covered with construction paper during the Work. If the Work mars or damages the hall, stairs, or elevators, the Corporation may repair them at Shareholder's expense upon the completion of the Work. Shareholder will take or cause their contractors to take all precautions necessary to prevent damage to the carpeting and wall surfaces in the Building's hallways, elevators (including the doors and appurtenances) and to other common areas during the progress of the Work. If Shareholder shall fail to promptly perform any repair, Shareholder shall promptly pay all reasonable bills for such repairs.

16. Shareholder to Maintain Certain Safety Precautions. Shareholder agrees that functioning fire extinguishers and smoke alarms will be maintained in the Apartment during the Work. Shareholder agrees that the Work shall not block access to any fire exits in the Building. Shareholder shall have smoke detectors installed within 15 feet of every sleeping area on the ceiling or wall pursuant to Local Law 62 of 1981 of the City of New York, and Shareholder shall install window guards if a child or children 10 years old or under lives or resides in the Apartment pursuant to Section 131.15 of the New York City Health Code.

17. Shareholder to Control Refuse, Dirt, Dust, Lead Based Paint, etc. a. All precautions will be taken by Shareholder to prevent dirt and dust from permeating other parts of the Building during the progress of the Work. Materials and rubbish will be placed in barrels or bags before being taken out of the Apartment. All such barrels or bags, rubbish, rubble, discarded equipment, empty packing cartons and other materials will be taken out of the Building and removed from the Apartment at Shareholder's expense. Shareholder shall not permit any dumpster or garbage container to be left for more than five (5) consecutive days in front of the Building. Notwithstanding the foregoing, the placement of any dumpsters must comply with all governmental regulations, including without limitation, obtaining any necessary permits.

b. The Federal Task Force on Lead-Based Paint Hazard Reduction has recommended certain maintenance practices, including (1) limiting access to the work area to only workers, (2) isolating the work area with polyethylene plastic or equivalent, (3) protecting the workers, (4) protecting the Shareholder's belongings by covering or removing them from the work area, (5) wetting the painted surfaces before disturbing the paint and (6) wetting the debris before sweeping. The Task Force has indicated that certain removal practices are unsafe, including (1) open flame burning, (2) power sanding or sandblasting (unless a special vacuum attachment is used to contain dust), and (3) dry scraping more than a de minimis surface area (de minimis means an area of less than one square foot per room). The Shareholder shall cause the Shareholder's contractors and/or workers to perform their work consistently with the recommendations of the Task Force and shall upon completion of the work perform specialized cleaning of the work area using methods designed to safely remove dust and debris which may contain lead.

c. No more than sixty (60) days prior to beginning renovation activities in the Apartment, the contractor shall provide the Shareholder with the Environmental Protection Agency (the "EPA") pamphlet entitled, Protecting Your Family from Lead in the Home, (the "Pamphlet"). If the Apartment is occupied by other than the Shareholder, the contractor shall provide the occupant with the Pamphlet. The contractor shall be responsible for obtaining the Shareholder's or the occupant's written acknowledgment of receipt of the Pamphlet or a certificate of mailing evidencing same. The Shareholder hereby acknowledges that the Corporation has no liability or obligation in connection with this notification requirement of the EPA.

18. Shareholder to Comply with Laws, etc. Shareholder shall not do or permit any act or thing to be done contrary to law, or which will invalidate or be in conflict with any provision of any liability, multi-peril casualty or other insurance policies carried by Shareholder or for Shareholder's benefit. Shareholder shall comply with all federal, state and local laws, rules and regulations pertaining to asbestos and other hazardous material, as the same have been or may be promulgated, supplemented or amended from time to time prior to and during the abatement-work.



19. Acceptance of Responsibility by Shareholder and Shareholder's Successor in Interest.

a. The Shareholder releases the Corporation, the Managing Agent, the Corporation's agents and employees from any liability for damage to the portions of the Apartment affected by the Work which may occur in the performance of building maintenance repairs. Notwithstanding anything to the contrary contained in the Lease, the Shareholder accepts sole responsibility for the Work and costs in connection with the maintenance, repair, restoration or replacement of any portions of the Apartment affected by the Work, and acknowledges that such responsibility shall pass to the Shareholder's successor-in-interest in the Apartment.

b. Shareholder or Shareholder's successor-in-interest (i) shall advise each subsequent purchaser of Shareholder's interest in the Corporation's shares appurtenant to the Apartment (a "Purchaser") of the Work undertaken by the Shareholder and the Purchaser's obligations under this Agreement; (ii) shall provide copies of the Plans and this Agreement to the Purchaser; (iii) shall waive any claim or cause of action against the Corporation, the Board of Directors or the Managing Agent, for advising a potential Purchaser of the obligations of the owner of the Apartment under this Agreement, (iv) have the Assumption of Alteration Agreement, in substantially the same form annexed as Exhibit B, executed by any successor-in-interest.

20. Work is of Shareholder's Sole Design. Shareholder recognizes that by granting consent to the Work, the Corporation does not express any opinion as to the design, feasibility or efficiency of the Work.

21. Miscellaneous. This Agreement may not be changed orally. This Agreement shall be binding on legal representatives, successors and authorized assigns. Captions are for the purposes of convenience of reference only and are not to be considered in interpreting this Agreement.

22. Shareholder's Breach and Corporation's Remedies. SHAREHOLDER'S FAILURE TO COMPLY WITH ANY OF THE PROVISIONS HEREOF SHALL BE DEEMED A BREACH OF THE PROVISIONS OF THE LEASE, PURSUANT TO WHICH THE CORPORATION'S CONSENT HAS BEEN GRANTED, IN ADDITION TO ALL OTHER RIGHTS, THE CORPORATION MAY ALSO SUSPEND THE WORK AND PREVENT WORKERS FROM ENTERING SHAREHOLDER'S APARTMENT FOR ANY PURPOSE OTHER THAN TO REMOVE THEIR EQUIPMENT. IN SUCH EVENT, THE CORPORATION MAY ALSO REVOKE PERMISSION FOR SHAREHOLDER TO UNDERTAKE THE WORK. ANY DEVIATION FROM THE WORK APPROVED IN THIS ALTERATION AGREEMENT SHALL VOID IN ITS ENTIRETY THE PERMISSION GRANTED HEREIN.

23. Permission. By executing this Agreement the Corporation is granting permission to the Shareholder to perform the Work pursuant to the Plans and this Agreement. This permission can be revoked at any time on written notice to the Shareholder as a result of Shareholder's or its agents violation of the terms of this Agreement. The Corporation also agrees to perform its obligations under this Agreement.

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Shareholder

\_\_\_\_\_ APARTMENT CORP.

By: \_\_\_\_\_  
Tim Martin, Board President

Exhibit A

Shareholder's Contractor shall provide insurance of the types and in not less than the limits set forth below with a company or companies satisfactory to the Corporation, licensed to do business in the State of New York, and all such policies shall name the Corporation, the Shareholder and the Corporation's managing agent (the "Managing Agent") as additional named insured. No diminution of limits of insurance will be permitted.

(i) WORKERS' COMPENSATION as required by all applicable Federal, State, or other laws including Employers Liability in accordance with the statutory requirements of the State of New York, together with Disability Benefits Insurance required by the State of New York.

(ii) COMPREHENSIVE GENERAL LIABILITY including Contractor's Liability and Blanket Contractual Liability (oral or written), all on an occurrence basis with Personal Injury Coverage, which shall include mental anguish as well as standard conditions, and Broad Form Property Damage, without any exclusion relating to Explosion, Collapse and Underground Property Damage.

The policy will contain the "Broad Form Comprehensive General Liability" endorsement in Paragraph 1 in such form; the exclusion pertaining to liability assumed by the Contractor under any contract or agreement (Section II paragraph B(1)) is to be deleted. The Completed Operations Coverage is to extend for a period of one year following termination of the Work and Contractual Indemnity Coverage is also to extend for one year following termination of the Work. The policy is also to include (a) Owners Protective Liability Coverage, (b) Knowledge of Occurrence and Notice of Occurrence endorsements and (c) Unintentional Errors and Omissions clause. The policy shall also include coverage with respect to asbestos exposure if the Work involves any asbestos-containing material, and shall not include a sunset clause without the Corporation's consent.

\$1,000,000 BODILY INJURY & PROPERTY  
DAMAGE\* (combined single limit)

(iii) COMPREHENSIVE AUTOMOBILE LIABILITY, including non-owner-ship and hired car coverage, as well as owned vehicles:

\$1,000,000 BODILY INJURY & PROPERTY DAMAGE  
(combined single limit)

The Corporation may also require:

(iv) \$3,000,000 UMBRELLA LIABILITY, BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE COMBINED

If umbrellas are written in more than one company any layers above the first one shall follow the form of the primary umbrella.

Prior to the commencement of any work hereunder, detailed certificates of insurance shall be furnished to the Corporation showing that such insurance is in full force and the premiums due hereunder have been paid. Such certificates shall provide that the said insurance may not be canceled, terminated or modified without ten (10) days written advance notice thereof to the Corporation. The Contractor shall promptly furnish the Corporation with copies of any endorsements subsequently issued amending insurance coverage or limits.

In the event of the failure of the Contractor to furnish and maintain such insurance, the Corporation shall have the right, at its option, at any time, (a) to revoke permission to perform the work and to deny entry into the Building of all workers, except that if such workers are escorted by a member of the

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\* Amounts of insurance required may be higher for major renovations as designated by the Board of Directors.

Building's staff, they shall be permitted to remove their tools and supplies, or (b) to take out and maintain the said insurance for and in the Corporation's name, the Shareholder's name and the name of the Contractor and the Shareholder agrees to pay the cost thereof and to furnish all necessary information and consents to permit the Corporation to take out and maintain such insurance for the Corporation's account, the Shareholder's account and the account of Contractor. Compliance with the foregoing requirements to carry insurance and furnish certificates shall not relieve the Shareholder or the Contractor from liability assumed under any provisions of this Agreement.

The Contractor's insurance policy shall also contain in substance the following endorsement:

“This insurance shall not be invalidated should the insured waive, in writing, prior to a loss, any or all right of recovery against any party for the loss occurring to the property described herein.”

Nothing in this Exhibit A shall constitute a waiver of or limitation of any other rights or remedies the Corporation may have for consequential damages or otherwise.

**EXHIBIT B**

**ASSUMPTION OF ALTERATION AGREEMENT\***

WHEREAS, by a certain Assignment of Occupancy Agreement, dated \_\_\_\_\_, \_\_\_\_\_ (“Assignee”) will acquire all of the right, title and interest of \_\_\_\_\_ (“Assignor”) in and to a certain lease (the “Lease”) dated \_\_\_\_\_, between (Apartment Corporation), (“Lessor Corporation”), as lessor, and Assignor, or [her][his] predecessor in interest, as lessee, for apartment \_\_\_\_\_ (“Apartment”) in premises known as (address); and

WHEREAS, by instrument dated \_\_\_\_\_ (“Assumption of Lease”) Assignee will assume all of the obligations of Assignor as lessee under the Lease, and is about to become the lessee of the Apartment by virtue of said instrument or the execution of a new lease.

NOW, THEREFORE, in consideration of the premises and the consent of Lessor Corporation or its directors to the assignment of the Lease to Assignee and to the transfer to Assignee of the shares of Lessor Corporation which accompany the Lease, Assignee hereby ASSUMES AND AGREES TO PERFORM AND COMPLY with all the terms, covenants and conditions of that certain Alteration Agreement between Assignor and the Lessor Corporation dated \_\_\_\_\_ (copy attached hereto), including, without limitation, the obligation to maintain and repair, at Assignee’s expense, the alteration work which was the subject of the Alteration Agreement and any structures, fixtures, appliances, or other items installed or built in connection with such alteration work.

Any breach of this Assumption Agreement or the obligations assumed hereby shall be a breach of the Lease.

This Assumption Agreement and all of its provisions shall be binding on Assignee and [her][his] estate, heirs, executors, administrators, personal representatives, successors and assigns.

Brooklyn, N.Y.

Date: \_\_\_\_\_.

\_\_\_\_\_, Assignee

State of New York    }  
                                  } ss.:  
County of Kings       }

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the individual described in and who executed the foregoing instrument, and duly acknowledged to me that [she][he] executed the same.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
\*  
To be executed by a purchaser where the apartment being acquired is the subject of an Alteration Agreement in the managing agent’s files.

**ALTERATION APPROVAL CHECKLIST**

**Building Name:** \_\_\_\_\_

- 1. Department of Buildings Approved Plans and Applications \_\_\_\_\_
- 2. Permits \_\_\_\_\_
- 3. Specifications \_\_\_\_\_
- 4. Schedule \_\_\_\_\_
- 5. Completed Alteration Agreement \_\_\_\_\_
- 6. Date of Commencement \_\_\_\_\_
- 7. Date of Completion \_\_\_\_\_
- 8. Completed Project Summary \_\_\_\_\_
- 9. Minor Damage Deposit           \$ \_\_\_\_\_
- 10. Application Fee                   \$ \_\_\_\_\_
- 11. Major Damage Deposit (bond optional)           \$ \_\_\_\_\_
- 12. Copies of Contracts
  - a) General Contracts \_\_\_\_\_
  - b) Subcontractors \_\_\_\_\_
  - c) Consultants \_\_\_\_\_
  - d) Other Supplies \_\_\_\_\_
- 13. Certificate of Occupancy (at end of job) \_\_\_\_\_
- 14. Insurance
  - a) Liability – Contractors and Consultants \_\_\_\_\_
  - b) Workers’ Compensation/ Disability Benefits \_\_\_\_\_
  - c) Bonding (optional) \_\_\_\_\_
- 15. Table of Organization \_\_\_\_\_
- 16. Pre Construction Asbestos Report \_\_\_\_\_
- 17. Post Construction Asbestos Report \_\_\_\_\_
- 18. Electrical Load Letter \_\_\_\_\_
- 19. Debris Disposal Letter \_\_\_\_\_
- 20. Credentials of Asbestos Contractor (if required) \_\_\_\_\_
- 21. Lien Waivers
  - a) Contractors \_\_\_\_\_
  - b) Consultants \_\_\_\_\_
  - c) Other Suppliers of Labor, Goods, Materials \_\_\_\_\_
- 22. Completion Form from Superintendent/Agent \_\_\_\_\_

**ALTERATION PROJECT SUMMARY**

Application Date \_\_\_\_\_  
Apartment Number \_\_\_\_\_  
Owner's Name \_\_\_\_\_  
Owner's Phone Number During Renovation \_\_\_\_\_  
EMERGENCY PHONE NUMBER \_\_\_\_\_

Contractor's Name \_\_\_\_\_  
Contractor's Phone Number \_\_\_\_\_

Name of Contractor's Field Superintendent \_\_\_\_\_  
Architect \_\_\_\_\_  
Start Date \_\_\_\_\_  
Completion Date \_\_\_\_\_  
Project Cost \$ \_\_\_\_\_  
Permits Required \_\_\_\_\_

Indicate Areas Affected Structurally \_\_\_\_\_

Mechanical \_\_\_\_\_  
Electrical \_\_\_\_\_  
Plumbing \_\_\_\_\_  
Exterior \_\_\_\_\_  
Demolition Required (circle one) YES or NO \_\_\_\_\_  
OK for Release of Deposit \_\_\_\_\_

Comments \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# \$32,500/Day Violations for Lack of Compliance EPA's NEW Lead-Based Paint Rule Nationally Enforceable April, 22, 2010

Beginning April 22, 2010, ANYONE who is paid to perform work that disturbs paint in housing and child-occupied facilities built before 1978 must comply with the EPA's Lead; Renovation, Repair, and Painting (RRP) Program! Individuals who must comply include: residential rental property owners/managers, General contractors, and special trade contractors including painters, plumbers, carpenters, electricians and sheet rockers. Under this new rule, enforcement actions against violators can include penalties up to \$32,500 per violation, per day, as well as the potential for very expensive litigation. This new EPA rule will be highly litigious and tightly regulated.

Under this rule each legal entity that performs paint disturbances must apply to the EPA and be certified prior to April 22, 2010. All firms performing such paint disturbances must ensure:

1. All individuals performing activities that disturb painted surfaces are either certified renovators or have been trained by a certified renovator.
2. A certified renovator is assigned to each renovation and performs all the certified renovator responsibilities.
3. All renovations are performed in accordance with the work practice standards of the Lead-Based Paint RRP Program.
4. The Certified Renovator provides pre-renovation documentation notifying occupants of work to be performed.
5. The program's recordkeeping requirements are met and kept for 3 years.

All certified firms must also employ a Certified Renovator(s) who has completed an EPA-approved Certified Renovator course ([www.RRPTrainer.com](http://www.RRPTrainer.com)). The Certified Renovator's are responsible for ensuring overall compliance with the Lead-Based Paint RRP Program requirements at assigned renovation sites. A certified renovator must:

1. Use a test kit acceptable to EPA.
2. Provide on-the-job training to workers.
3. Be physically present at the work site when warning signs are posted, while the work-area containment is being established, and while the work-area cleaning is performed.
4. Regularly direct work being performed by other individuals.
5. Be available, either on-site or by telephone, at all times.
6. Perform project cleaning verification.
7. Have copies of initial course completion certificate present at all times.
8. Prepare required records & maintain for 3 years.

In order to avoid potential issues with enforcement agencies, litigators, or tenants, either become EPA compliant by taking the RRP Training course, or certify your pre-1978 properties as Lead-Based Paint Free. The EPA has 90 days from the date of receipt of your application before they must reply. April is quickly approaching, so make sure to become compliant TODAY!