

COOPERATIVE ALTERATION APPLICATION



7001 BRUSH HOLLOW ROAD
SUITE 200
WESTBURY, NY 11590
TEL: (516) 876-4800
FAX: (516) 876-6812
EMAIL: INFO@KALED.COM

WWW.KALED.COM



CORPORATE OFFICE
7001 BRUSH HOLLOW ROAD
SUITE 200
WESTBURY, NY 11590
TEL: (516) 876-4800
FAX: (516) 876-6812

EMAIL: INFO@KALED.COM

Dear Shareholder(s):

Enclosed you will find the Alteration Agreement for work to be done in your apartment. Please read the enclosed material carefully and ask the professionals and contractors working for you to do so as well. The rules set forth in this agreement have been created to protect you and your fellow shareholders, as well as the cooperative. In addition, this procedure ensures that licensed contractors will be used to perform critical work and that the work will be done in accordance with the building codes of the City of New York.

All shareholders seeking to renovate their units will be required to complete the alteration agreement and to obtain Board approval prior to commencing any work. The length of time it takes to review your package (from the time at which it is complete) and provide you with final approval of your alteration will vary depending on the scope of work. Generally, it will take this office two to four weeks from receipt of your agreement along with any other required documentation that may be necessary for our office to complete the review.

Incomplete packages will not be reviewed and will be returned to you. No exceptions to the alteration agreement policy will be granted as all work done in the building which requires outside labor, or the use of heavy items through the building, can cause both damage to the cooperative property and a disturbance to other shareholders.

Should you have any questions, please feel free to contact your property manager.

Sincerely,

Kaled Management Corp.

Encl.



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SHAREHOLDER ALTERATION AGREEMENT CHECKLIST

Date: _____

Name: _____

Address/Apartment: _____

Cooperative: _____

Type of Alteration: _____

Dear Shareholder:

To help expedite the approval of your alteration, please make sure that all the items listed below are included in your alteration package to the Board. Your Cooperative Corporation requires that the following procedures be followed for Apartment Alterations:

_____ Sign and return Alteration Agreement, attached.

_____ Alteration deposit of \$_____ payable to the above Cooperative (to be determined).

_____ A narrative description of your work from your architect/contractor is required in addition to any architectural, plumbing, electrical or structural plans and diagrams.

_____ **INSURANCE POLICY** and Certificate of Insurance for each contractor showing coverage of no less than \$2,000,000.00 for liability and property damage, naming your cooperative c/o Kaled Management Corp., 7001 Brush Hollow Road, Westbury, NY 11590 as the certificate holder and "As Additionally Insured":

- Shareholder and Unit
- The Cooperative and the Cooperative's address
- Kaled Management Corp., 7001 Brush Hollow Rd, Westbury, NY 11590

_____ Certificate of Insurance showing Workers' Compensation coverage.

_____ Copy of fully executed contract between you and your contractor must be included.

_____ A letter from your architect/contractor stating that no load bearing walls are to be removed.

_____ Indemnification Agreement and Insurance procurement to be signed by shareholder and each contractor (attached).

_____ This submission must include a waiver of mechanic's lien (attached) from each contractor. The waiver should state that in the event that you decide not to pay the contractor or if the contractor should for some reason not pay his subcontractors, the contractor and/or the subcontractors will not place a lien on the building.



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- _____ The following statement must appear in your contract for the alteration: "All debris will be removed from the premises by the contractor" or "by the Shareholder at his/her expense."
- _____ The following statement must appear in your contract for the alteration: "The contractor will be responsible for performing a post-renovation cleaning of the hallway threshold and all immediate adjacent areas. This includes HEPA-vacuuming the apartment, hallway(s), and elevator(s) used during renovation." The contractor will retain an independent, third party consultant to perform wipe tests and supply Management with a report of those results.
- _____ A copy of the license for all plumbers, electricians and trades people must be submitted.
- _____ A copy of the contractor's EPA issued Lead Paint Renovators' License must be submitted.
- _____ In accordance with New York City Local Law #1, all contractors must be EPA Certified Lead Abatement Supervisors when dealing with lead paint removal/sanding/plastering and painting of the apartment.
- _____ Only **water-based polyurethane is permitted for use on floors**. At no time is oil-based polyurethane permitted.
- _____ If the work is extensive, the Cooperative's engineer or architect must review the packet and inspect the apartment at the shareholder's expense.
- _____ The general contractor must schedule an appointment with the Superintendent prior to the commencement of work.
- _____ No containers for removal of materials are allowed on the premises (unless prior written approval is received from Management). Containers must be kept on the city streets and the contractor must have permits for their use.
- _____ All workers, on a daily basis, must clean the apartment and all common areas that they have disturbed.
- _____ Upon approval from this office, as a courtesy, notification to neighboring apartments must be done by you. Please forward all copies of letters sent to your neighbors for our records.
- _____ If you plan to move plumbing lines or make structural changes to the walls, the architect/contractor must file with the proper division of the Department of Buildings, City of New York. An Asbestos Report is also required if you are filing with the Department of Buildings.
- _____ If you plan to renovate your bathroom, depending on the extent of renovation, you will be required to replace all branch lines from the riser to the basin, toilet and shower body, including the shower body, toilet lead bend and shower pan. This includes new ball shut off valves. A NYC licensed plumber will be required to perform this work and the work must be filed with NYC Department of Buildings. The plumber must furnish a statement and receipt that they have filed with the Department of Buildings.
- _____ The contractor agrees to comply with Local Law 85 of the New York City Energy Conservation Code (NYCECC). The contractor is to provide documentation if the NYCECC does not apply.

Attached is an Alteration Agreement. Should you or your architect/contractor have any questions, please contact the property manager.

Revised 2/15



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SHAREHOLDER(S) ALTERATION AGREEMENT

Date: _____

Name(s): _____

Tel. #: _____

Apt. #: _____

I/we hereby request that the "Co-op" provide written consent for the marking of certain alteration(s) (the "Alteration") to the above referenced co-op apartment, in the premises known as _____, **Apartment** _____, _____, NY _____ (the "Building"). I/we have submitted, for approval, the plans and specifications attached hereto (the "Plans") for the Alteration, and we agree to the following:

A. Before any alterations shall be started:

- I.** I/we understand and agree that if I/we plan to combine apartments, move plumbing lines, add additional plumbing fixtures, add/remove electrical wiring or make structural changes, the licensed professional/contractor **must** file and obtain the appropriate approval and permit(s) with the proper division of the Department of Buildings, City of New York. An Asbestos Report is also required when filing with the Department of Buildings.
- II.** I/we shall file the Plans with all proper municipal departments and shall obtain all governmental approvals, permits and certificates that may be required. The Managing Agent shall be notified of any Building Permit Number assigned to the Plans and shall be given a copy of the permits and aforementioned certificates within ten (10) days of my/our receiving same;
- III.** If any structural modifications are involved, I/we will submit a letter from my/our architect/contractor stating that there are no structural modifications and that no load-bearing walls are being removed.
- IV.** If the Alteration shall include any electrical work, I/we shall furnish to the Cooperative a letter from a licensed electrician, engineer or architect, which shall certify that the electrical loads required resulting from the Alteration will not be in excess of the present electrical capacity of the Apartment and will not adversely affect the Building's electrical service.
- V.** I understand and agree that if the work is extensive the alteration application, together with drawings and specifications, describing the total

scope of work, will be submitted to the Co-op's engineer or architect for review at the shareholder's expense.

- VI.** I understand and agree that all contractors must contact the Superintendent prior to commencing work.
- a. I understand and will inform my/our contractor(s) that no containers for removal of materials are allowed on the premises, unless same has been approved in writing by Management. Containers must be stored on the city streets and the contractor must have permits for storage.
 - b. I understand and will inform my/our contractor(s) that all workers must, on a daily basis, clean the apartment and all common areas that they have disturbed.
 - c. I understand and agree that subject to approval from the Managing Agent, as a courtesy, written notification to neighboring apartments of the construction work must be given by me/us. I/we agree to forward copies of letters sent to neighbors for the Managing Agent's records.
- VII.** I/we shall furnish the Cooperative with a photocopy of each and every agreement with my/our contractor(s), which shall include a description of the scope of their renovation work. This is an addition to any architectural, plumbing, electrical or structural plans submitted.
- VIII.** I/we shall procure from my/our contractor(s), and submit for the Cooperative's approval, the contractor's written agreement waiving the right to file a Mechanic's Lien or other lien, attachment or encumbrance against the building which may arise out of, or in connection to, subcontractors. It shall also be filed with the Managing Agent before such contractors commence work. If I/we are unable to obtain Waivers of Mechanic's Liens, then I/we shall provide the Cooperative with a Labor and material payment Bond from a Surety Company acceptable to the Cooperative.
- IX.** If required, I/we agree to obtain the approval of the New York Landmarks Preservation Commission for any Alteration(s) involving the exterior of the Building.
- X.** I/we agree that no Air-Powered tools will be used without the specific written approval of the Board of Directors.
- XI.** I/we agree that the contractor(s) who perform the Alteration work must obtain the following insurance coverage:

- \$2,000,000.00 comprehensive Liability

- \$2,000,000.00 Property Damage Liability
- Workers' Compensation and Employee Liability Coverage for ALL employees of the contractor and any subcontractors.

- XII.** I/we agree to ensure that the contractor(s) submit a Certificate of Insurance, listing as Certificate Holder and As Additionally Insured: Kaled Management Corp., the Cooperative and me/us stating that said insurance will not be terminated unless at least 30 days' notice is given to the Managing Agent.
- XIII.** I/we agree to submit a copy of the license for all plumbers, electricians and trades people.

B. Guarantees/Commitments:

- I.** If required, at completion of the Alteration, I/we shall obtain a Certificate of Occupancy permitting residential occupancy of the Apartment and a Certificate from the Board of Fire Underwriters with respect thereto.
- II.** I/we shall assume all responsibility for the Alteration and agree that neither the Cooperative nor the Managing Agent will be responsible for the failure of efficient performance of building services to the Apartment resulting from the Alteration.
- III.** During the balance of the term of my/our lease, I/we agree to assume all responsibility for the weather-tightness of any installations affecting the exterior walls or roof and the waterproofing of any portion of the Building structure directly or indirectly affected by the Alteration and for the maintenance and performance of all heating, plumbing air-conditioning and other equipment installed or altered by me/us.
- IV.** Should the Alteration involve the enclosure of any heat or water pipes, or in any other way limit access to these pipes and if in the future, the Cooperative has cause to damage or remove these impediments for the purpose of repair to said pipes or for any other purpose, I/we agree to pay for any extraordinary expenses the Cooperative may incur in removing these impediments, and I/we shall assume all costs in restoring such.
- V.** The Alteration and Materials used shall be the quality and style in keeping with the general character of the Building. I/we agree to take all precautions to prevent all damage to the Building and assume all risk for damage to the Building, its mechanical systems, and property of all other tenants and occupants in the Building, which result from or may be attribute to the Alteration.



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tenants and occupants in the Building, which result from or may be attribute to the Alteration.

- VI. I/we agree that all demolition, reconstruction and installation work, as set forth in the Plans, shall be performed and completed within time period specified from the date when municipal approval has been granted or if no approval is required, from the date approved by the Cooperative.
- VII. I/we agree that the Alteration shall be performed only between the hours of 9:00 a.m. and 5:00 p.m. **NO WORK** shall be performed on Saturdays, Sundays or Holidays.
- VIII. I/we agree that rubbish, rubble, discarded equipment or other materials (e.g. empty packaging cartons) are to be promptly removed from the Building at my/our own expense, in the manner prescribed by the Managing Agent. I/we shall see to it that precautions shall be taken to prevent dirt and dust from permeating other parts of the Building or other apartments in the Building during the progress of the Alteration.
- IX. If, for any reason one or more Mechanic's Liens are filed for the work done, or materials furnished in connection with the Alteration, I/we agree, or my/our sole expense to cause such Mechanic's Lien(s) to be satisfied. The Cooperative may exercise all rights and remedies reserved to it in my/our Proprietary Lease to cause satisfaction of said Lien(s).
- X. By executing this Agreement, I/we undertake to indemnify and hold harmless the Cooperative, the Managing Agent and the Tenants and Occupants of the Building, against any claims for damages to persons and property suffered as a result of the Alteration, whether or not caused by negligence, and any expenses (including, without limitation, attorney's fees and disbursements) incurred by the Cooperative in connection therewith.
- XI. In granting the consent requested, I/we understand that the Cooperative makes no representation as to the design, feasibility or efficiency of the Alteration or whether I/we will be able to obtain the required permits and certificates.
- XII. If the operations of the Building or any of its equipment are in any way adversely affected by reason of the Alteration, I/we agree at my/our sole expense and cost to promptly remove the cause thereof upon being advised by the Cooperative or Managing Agent.
- XIII. I/we acknowledge and agree that all demolition work must be completed within (10) days after commencement. I/we acknowledge that the time

completion is required hereunder will be extended by the number of days which the Cooperative prohibits work from being performed.

- XIV.** If the work is not completed within the approved time period, the Board of Directors and/or the Agent have the right to suspend all work and/or impose the following monetary damages if the Board of Directors has not granted a written extension. I/we agree to pay the Cooperative the following monetary damages:
- a. If the work continues for one (1) to thirty (30) days after the required completion date, the shareholder will pay a damage of \$250.00 for each working day.
 - b. If the work continues for thirty-one (31) days or greater after the required completion date, the shareholder will pay a damage of \$500.00 for each working day.
- XV.** I/we agree that this agreement **MAY NOT** be changed orally.
- XVI.** I/we understand and agree that the Cooperative may suspend all work hereby authorized if I/we fail to comply with the terms of my/our Proprietary Lease or the House Rules applicable to Alterations, of the terms thereof.
- XVII.** Should the Alteration involve erection of a structure or enclosure on an outside terrace, I shall procure the proper Department of Building Permits and file for an amendments building department certificate of Occupancy, I/we agree that in addition to all other obligations set forth and in the Proprietary Lease, I/we shall grant the Cooperative's representatives access to the terrace for purposes of inspecting such structure or enclosure. I/we further agree, at my/our sole expense, to perform any repairs, maintenance and/or make such changes in the structure or enclosure, the Building (including the apartment therein as required to meet appropriate standards). I/we acknowledge and agree that, the Cooperative is not obligated to undertake such inspections or recommend repairs, maintenance procedures or changes.
- XVIII.** I/we agree to release and discharge, and to the fullest extent permitted by law, to indemnify, defend and hold harmless, the Cooperative and its employees, agents (including, without limitation, the Cooperative's Managing Agent), officers and directors, from and against any and all claims, demands, or expenses of whatever kind or nature (including, without limitation, counsel fees and expenses) arising out of, or in any way related to, the Alteration or other construction in the Apartment.



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Read, understood and agreed to:

BY: _____

BY: _____

Date: _____

.....
☐ **Approved** ☐ **Approved with Modification (see instruction)** ☐ **Not Approved**

By: _____

Date: _____



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CONTRACTOR'S APPLICATION

(To be completed by the contractor)

This form must be completed by the contractor and submitted with the Shareholder's Alteration Agreement to the Managing Agent prior to commencing any work in the building. A NEW YORK CITY CONTRACTOR'S LICENSE is required by all contractors AND their subcontractors in order to perform any work.

Contractor's Name: _____

Contractor's Address: _____

City, State, Zip: _____

Contractor's Office Tel. #: _____ Emergency Tel. #: _____

1. What work will you be performing? _____
2. What is your NYC License #? _____
(Please attach a photocopy of your license)
3. What is your EPA Lead Safe Renovator Certificate #? _____
(Please attach a photocopy of your certificate)
4. Is a building permit required? NO _____ YES _____. If a permit is required, the work must be filed with the Department of Buildings and a copy of each building permit issued (construction, plumbing, electrical, etc.) must be submitted to the Managing Agent before approval is granted to start each phase of work.
5. You are required to provide the Managing Agent with an insurance policy and certificate of liability and property damage insurance in the amount of \$1,000,000.00 naming the shareholder, the Cooperative and Kaled Management Corp. as the insured for liability and property damage which may be caused by your actions while working in the building.
6. What are the name, address and telephone number of your insurance agent? _____

Contractor must read and sign: I, _____, hereby agree to abide by the rules of the Cooperative while working in the building. Such rules prohibit work of any kind of prior to 9:00 A.M. or after 5:00 P.M. weekdays. I also understand that no work is permitted on Saturday, Sunday or Holidays.

Signed: _____ Date: _____

NYC Lic. # _____

Print Name and Title: _____



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MECHANIC'S LIEN WAIVER FORM

(To be completed by each contractor)

Dated: _____

Attention: Managing Agent of _____

Re: Apartment # _____

Dear Sir/Madam:

The undersigned agrees that it will not make any claim against, or seek to recover from (a) _____ (the "Shareholder") or (b) the Corporation or the Corporation's other Shareholders, servants, agents, partners, guests, licensees, invites, tenants or employees (collectively, the "Indemnified Parties") for any damage to persons or property by the perils within the scope of the policies described in that certain alteration agreement between the Corporation and the Shareholder dated _____, unless the loss or damage is due to the carelessness or negligence of that Indemnified Party. The Indemnified Parties and all other occupants of the building shall be indemnified and held harmless against any and all liability, including legal costs and expenses on account of loss of life or injury to any person or damage to property which occurs during or results from the performance of the work, unless such injury or loss or damage to the property is caused by carelessness or negligence of that Indemnified Party.

Sincerely,

(Name of Contractor)

Signature : _____

Printed Name: _____

Title: _____

License # _____

A copy of my actual license is attached.



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Whereas _____ ("Contractor") is and will be performing certain work for _____ ("Owner") pursuant to oral and/or written agreement and/or Purchase Orders. As to all such work, Owner and Contractor agree as follows:

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Owner and/or Managing Agent from any and all claims, suits, damages, liabilities, professional fees, including attorney's fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of the Contractor, its agents, servants, subcontractors or employees, or the use by Contractor, its agents, servants, subcontractors or employees, of facilities owned by Owner. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Owner and/or Managing Agent without negligence on the part of the Owner and/or Managing Agent either causing or contributing to the underlying claim. In that event, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault, whether by statute, by operation of law or otherwise.

INSURANCE PROCUREMENT

Contractor shall obtain and maintain at all times while performing work for or at the request of the Owner, at its sole cost and expense, the following insurance (a) worker's compensation insurance with statutory limits and employer's liability coverage of not less than \$500,000.00; (b) commercial general liability insurance with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, which insurance shall cover the following: premises and operations liability, products/completed operations, broad form property damage, broad form contractual liability, personal injury and independent contractor's liability; (c) automobile liability insurance covering owned, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000.00; and (d) umbrella liability insurance with a limit of \$1,000,000.00 per occurrence and a general aggregate of \$2,000,000.00. Contractor shall, by specific endorsements to its primary and umbrella/excess liability policy, cause the Owner and Managing Agent to be named as the Additional Insured. Contractor shall, by specific endorsements to its primary liability policy, cause the coverage afforded to the additional insured thereunder to be primary to and not concurrent with other valid and collectible insurance available to Owner and Managing Agent. Contractor shall, by specific endorsement to its umbrella/excess liability policy, cause the coverage afforded to the Owner and Managing Agent thereunder to be first tier umbrella/excess coverage above the primary coverage afforded to the Owner and Managing Agent and not concurrent with or excess to other valid and collectible insurance available to the Owner and Managing Agent.

Dated: _____

Owner

Contractor

By: _____

By: _____



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- **Contractor Insurance Endorsement**

ADDITIONAL INSURED-CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: (*Your name and management company name)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

It is further agreed that such insurance as afforded by this policy for the benefit of the Additional Insured shown shall be primary insurance, and any other insurance maintained by the Additional Insured shall be excess and non-contributory, but only as respects and claim, loss or liability arising out of the operations of the Named Insured, and only if such claim, loss or liability is determined to be solely the negligence or responsibility of the Named Insured.



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Insurance Clause:

Certificate Holder:

[Cooperative's Name]
c/o Kaled Management Corp.
7001 Brush Hollow Road, Suite 200
Westbury, NY 11590

Additional Insured:

Name of Shareholder(s)/Owner(s) & Unit #(s)
Cooperative's name and address
Kaled Management Corp., 7001 Brush Hollow Road, Westbury, NY 11590

ACORD TM CERTIFICATE OF LIABILITY INSURANCE		DATE (MM/DD/YYYY)
PRODUCER Sample Insurance Brokerage 1234 First Street New York, NY 12345		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.
INSURED Contractor (or sub-contractor) name Address		
INSURERS AFFORDING COVERAGE INSURER A: General Liability Insurance Company INSURER B: Workers Compensation Company INSURER C: Umbrella Insurance Company INSURER D: INSURER E:		NAIC #

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR	ADDT	LTN	LTN	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	UNITS
A	A			GENERAL LIABILITY ☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS MADE ☐ OCCUR ☐ GEN. AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO. ☐ ECT ☐ LOC	123456789-09	01/01/2012	current	EACH OCCURRENCE \$ 1,000,000.00 DAMAGE TO RENTED PREMISES (OR OCCUPANCY) \$ 100,000.00 MED EXP (INJURY) (LIMIT) \$ 50,000.00 PERSONAL & AUTO LIABILITY \$ 1,000,000.00 GENERAL AGGREGATE \$ 2,000,000.00 PRODUCTS - COMMODITIES \$ 2,000,000.00
				AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ ALL OWNED AUTOS ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ☐ NON OWNED AUTOS				COMBINED SINGLE LIMIT (PER ACCIDENT) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AUTO ONLY AGG \$
				DAMAGE LIABILITY ☐ ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY EA ACC \$ AUTO ONLY AGG \$
C				EXCESS/UMBRELLA LIABILITY ☒ OCCUR ☐ CLAIMS MADE ☒ DEDUCTIBLE RETENTION \$ 100,000.00	987654321-00	1-1-2012	current	EACH OCCURRENCE \$ 5,000,000.00 AGGREGATE \$ 5,000,000.00
B				WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PERSONS OR PARTNERS/EXTENSIVE OFFICER/OWNER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER	8888888-789	1-1-12	current	☒ 1. ACCIDENT - 100% LIMITS 65% EB E.L. EACH ACCIDENT \$ 500,000.00 E.L. DISEASE - EA EMPLOYED \$ 500,000.00 DISEASE - POLICY LIMIT \$ 500,000.00

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

"Cooperative's Name. Address of the Coop, Unit Owner Name & Apt. #, NY Zip Code and Kaled Mangement Corp., 7001 Brush Hollow Road., Westbury NY, 11590 is additional insured as pertains to liability."

CERTIFICATE HOLDER Cooperative's Name c/o Kaled Management Corp. 7001 Brush Hollow Road, Suite 200 Westbury, NY 11590	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL _____ DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES. AUTHORIZED REPRESENTATIVE
--	--

**ADDENDUM TO CONTRACT BETWEEN SHAREHOLDER AND CONTRACTOR
RESPECTING ADDITIONAL INSURANCE COVERAGE AND HOLD-HARMLESS**

1. For each job undertaken by the contractor for the **Shareholder** under a written contract, the Contractor shall provide Commercial General Liability insurance to the **Shareholder** and others as specified below. Such coverage shall be in place at all times during the performance of the Work, and shall have the following minimum terms:

- a. Coverage must be provided on the latest version of ISO form CG 00 01 or its equivalent including Bodily Injury, Property Damage, Personal & Advertising Injury and Products/Completed Operations.
- b. Additional Insured status shall be granted by use of the latest version of ISO endorsement CG 20 26 or CG2010 or their equivalents. The endorsement shall name the following as additional insured:
- c. The coverage afforded to the Additional Insureds must be at least equal to \$1,000,000 per occurrence, \$2,000,000 per project aggregate.
- d. The coverage afforded to the Additional Insureds shall be written on a primary basis, and shall not require or contemplate contribution by any other policy or policies obtained by, or available to, any Additional Insured; any other such coverage shall be excess over the coverage to be provided by Contractor.
- e. The coverage shall not include any Contractual Liability limitations.
- f. Completed Operations Liability shall be maintained for one (1) year after date of final completion of the work and acceptance by Owner.
- g. Additional Insured status for Completed Operations shall be granted by use of the latest version of ISO endorsement CG2037 or its equivalent.
- h. Coverage cannot exclude injuries sustained by an employee of contractor/ subcontractor casual laborer or volunteer.
- i. Coverage cannot include any New York Labor Law exclusions.
- j. Umbrella Excess liability, at least following form of underlying Commercial General Liability policies, with limits of \$5,000,000 per occurrence and \$5,000,000 aggregate. No Aggregate shall apply to any coverage that is not subject to an aggregate in the underlying policy.

- k. Automobile Liability, covering any liabilities of Contractor and Owner with respect to the ownership, maintenance, or use of any auto used in connection with the performance of the Work, on a form equal to the latest version of ISO form CA 00 03 with a limit at least equal to \$1,000,000 per occurrence.
- l. All other insurance required by law or that Owner may reasonably request.

2. In addition to providing the coverage to the **Shareholder** and others under paragraph 1, the Commercial General Liability policy shall provide coverage to the Contractor for the hold harmless agreement that is part of this Contract (paragraph 7).

3. All policies shall be written with insurance companies licensed and admitted to do business by the State of New York and rated by A.M. Best Company at least A minus (policyholders rating) and VII (financial rating).

4. All policies shall be endorsed to require at least 30 days advance notice, via certified mail to, cancellation, non-renewal, or reduction in coverage.

5. As soon as possible before the work begins on each job performed for the Owner by the Contractor, but at least thirty days before commencement of work, the following must be submitted to Owner with respect to each policy identified in paragraph 1 hereof:

- a. A COPY OF THE POLICY and a Certificate of Insurance;
- b. A STATEMENT BY THE INSURER OR ITS AGENT (*not* by the contractor's broker) on the letter of such insurer or agent, attesting to the following:
 - 1. That this Addendum has been presented to the signatory for review and evaluation, and that the signatory has made certain that the policy conforms to the obligations assumed by the Contractor in this Addendum;
 - 2. That the signatory has been informed of the expected duration of the work (and the signatory is to set forth the length of that period in his statement);
 - 3. That the signatory has the authorization extended by the insurer to endorse the policy;
 - 4. That the signatory has endorsed the policy to afford the coverage set out in paragraph 1 of this Addendum;
 - 5. As soon as possible before the work begins on each job

performed for the Shareholder by the Contractor, but at least thirty days before commencement of work, the following must be submitted to Owner with respect to each policy identified in paragraph 1 hereof:

- a. A Certificate of Insurance on the most current Acord 25;
- b. Acord NY 855
- c. A copy of the policies including all forms and endorsements;

6. The Contractor will also have in place the following coverages for its own benefit, which shall be in place at all times during the performance of the Work, and with the following minimum terms:

- a. Workers' Compensation and Employers' Liability coverage as required by law.
- b. New York State Disability Benefits Law Coverage as required by law.

7. Indemnification/ Hold Harmless

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless (**SHAREHOLDER/OWNER/MANAGING AGENT**) from any and all claims, suits damages, liabilities, professional fees including attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of the Contractor, its agents, servants, subcontractors or employees, at premises leased by the shareholder. This agreement to indemnify specifically contemplates (1) full indemnity in the event of liability imposed against the (**SHAREHOLDER/ OWNER/ MANAGING AGENT**) without negligence and solely by reason of statute, operation of law, or otherwise, and (2) partial in the event of any actual negligence on the part of (**SHAREHOLDER/ OWNER MANAGING AGENT**) causing or contributing to the underlying claim, in which event, indemnification will be limited to any liability imposed over and above the percentage attribute to actual fault, whether by statute, by operation of law, or otherwise.

General Conditions

A. It is agreed by the Shareholder and Contractor that this Addendum is a part of the Contract for all work to be performed by the Contractor for the Shareholder, and that the obligations of the Contractor to the Shareholder under this Addendum shall survive the completion of the performance by the Contractor of the Work performed by the Contractor

for the Shareholder in connection with the performance of each job.

B. The Contractor agrees that failure of Shareholder to enforce any of the terms of this Addendum shall not waive the responsibility of the contractor to comply with these conditions and requirements.

C. If any part of the work is sub-contracted, each of the sub-contractors (including sub-contractors of a sub-contractor, etc.) shall contract to comply fully in the same manner as the Contractor, and each such sub-contractor (including sub-contractors of a sub-contractor, etc.) shall contract in writing to provide the insurance coverages specified in this Addendum, and subject to the same terms and conditions (including notice of cancellation, non-renewal, or reduction in coverage) as are agreed to in this Addendum.

D. The obligations set out in this Addendum shall be in addition to all other obligations assumed by Contractor to Shareholder; shall not be construed to negate, diminish or otherwise reduce any other rights of Shareholder; and all liability for breach of performance shall survive the termination of this contract and the approval by Shareholder/Owner of the completion of the work. Among other obligations, Contractor shall take all necessary precautions to prevent injury to persons or property during the progress of such work; and the maintenance of public liability insurance and the agreement to hold harmless shall not discharge this obligation.

E. This Addendum shall be interpreted under the law of the State of New York; and to the maximum extent feasible, shall be construed so as to conform and comply with such law. If any portion of this Addendum is judicially held invalid, the remainder shall survive such declaration and be valid and enforceable.

THE ABOVE IS AGREED:

Dated:

FOR (SHAREHOLDER)

FOR (NAME) Contractor

Notary



CORPORATE OFFICE
7001 BRUSH HOLLOW ROAD
SUITE 200
WESTBURY, NY 11590
TEL: (516) 876-4800
FAX: (516) 876-6812

EMAIL: INFO@KALED.COM

FORM A: LEAD BASED PAINT RULES RIDER

Effective June 1, 1999 Lead Based Paint Rules Governing Renovations in Pre-1978 Housing

I/we hereby acknowledge that I/we have received a copy of the pamphlet "Protect Your Family From Lead In Your Home," informing me of the potential risk of lead hazard exposure from renovation activity to be performed in my dwelling unit. I/we received this pamphlet before the work began.

I/we hereby agree and understand that I/we will be responsible for informing my/our contractor that they are responsible for complying with the lead based paint regulations when scraping and sanding of painted surfaces greater than two (2) square feet are performed either in my/our apartment or in the common areas of the building outside my/our apartment.

I/we hereby agree and understand that I/we will be responsible for informing my/our contractor that they are responsible for completing and executing all forms associated with painting renovation inside and outside my/our apartment, to make the pamphlet available to me/us if painting renovation is performed inside my/our apartment and to notify neighbors on my/our floor if a painting renovation is performed inside my/our apartment and to notify neighbors on my/our floor if painting renovation is performed outside the apartment in a limited use common area.

I/we hereby agree to hold the Cooperative and Managing Agent harmless from any responsibility, cost and expense associated with the compliance of the lead based paint regulations and the indemnify the Cooperative and Managing Agent from any lawsuit or legal cost and expense due to my/our failure to comply with such regulations.

Signature of Shareholder/Unit Owner

Signature of Shareholder/Unit Owner

Printed name of Shareholder/Unit Owner

Printed name of Shareholder/Unit Owner

Name of Building/Address of Building

Apartment Number



CORPORATE OFFICE
7001 BRUSH HOLLOW ROAD
SUITE 200
WESTBURY, NY 11590
TEL: (516) 876-4800
FAX: (516) 876-6812

EMAIL: INFO@KALED.COM

NOTICE TO ALL RESIDENTS APPLYING FOR APARTMENT ALTERATION

We supply you with the following information so that you have an understanding of the filing requirements as promulgated by the New York City Department of Buildings.

Apartment Alterations:

When proposed work includes wall removal or partitions (original construction or previously filed wall construction), whether load bearing wall or not, filing an Alteration Type II Application is required by the City and a Work Permit must be obtained by the Contractor. This process requires that the shareholder retain the services of a NYS licensed architect or engineer.

Minor work such as renovating an existing bathroom or kitchen, where the existing structure of the rooms is not being changed, may be performed without obtaining a Work Permit. When plumbing work is included in the scope of work (such as to replace the existing branch water, drain and vent piping back to the risers), the work shall be filed by a NYC licensed plumber with the NYC Department of Buildings. The plumber must furnish a statement and receipt that they have filed with the Department of Buildings for plumbing work being done to the apartment. This type of filing for minor work does not require an architect or engineer. There is a limit, however, imposed by the City on the value of work that may be filed in this manner, per building, per 12 month time period. The amount of work cannot exceed \$14,500.00 per 12 month period.

When electrical work is performed and includes replacing the existing circuit breaker panel, or installing new circuits to the existing panel, a separate permit is required from the NYC Bureau of Electrical Control (BEC). This permit is obtained by a NYC licensed electrician. Upon completion of the work, an inspection is made by a City inspector and a Certificate of Electrical Inspection and Approval will be issued if the completed work meets code.

No current apartment alterations should require filing an Alteration Type I application (which requires amending the Certificate of Occupancy), unless there is a change in use of a space, such as from professional apartment to residential apartment. This is not a frequent occurrence. Amending the Certificate of Occupancy is a major process that can subject the cooperative to intense inspections, sometimes precipitating the need for extensive work to correct violation conditions.

Please contact management if you should have any further questions or comments.

Very truly yours,

Kaled Management Corp.

Whereas _____ (“Contractor”) is and will be performing certain work for _____ (“Property Owner”) pursuant to Purchase orders, the Contractor and Property Owner hereby agree that the following provisions shall be incorporated by reference into each purchase order:

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Property Owner, _____, and their property manager, Kaled Management Corp., its employees, owners and directors, building owner, Board of Directors, and shareholders from any and all claims, suits, damages, liabilities, professional fees, including attorneys’ fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of the Contractor, agents, servants, subcontractors or employees, or the use by Contractor, its agents, servants, subcontractors or employees, of the work premises. This agreement to indemnity specifically contemplates full indemnity in the event of liability imposed against the Property Owner without negligence and solely by reason of statute, operation of law or otherwise and partial indemnity in the event of any actual negligence on the part of Property Owner either causing or contributing to the underlying claim. In the event, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault, whether by statute, by operation of law or otherwise.

INSURANCE PROCUREMENT

Contractor shall obtain and maintain at all times during the term of this agreement, at its sole cost and expense, the following insurance (a) workers compensation insurance will statutory limits and employer’s liability coverage of not less than \$500,000 ; (b) commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which insurance shall cover the following : premises and operations liability, products/completed operations, broad form property damage, broad form contractual liability, personal injury and independent sub-contractor’s liability; (c) automobile liability insurance covering owned, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000. Contractor shall, by specific endorsements to its primary and umbrella/excess liability policy, cause Property Owner, property manager and building/property owner to be named as additional insured. Contractor shall, by specific endorsement to its primary liability policy, cause the coverage afforded to the additional insureds there under to be primary to and not concurrent with other valid and collectible insurance available to Property Owner. Contractor shall, by specific endorsements to its umbrella/excess liability policy, cause the coverage afforded to the Property Owner, property manager, building/property owner there under to be first tier umbrella/excess coverage above the primary coverage afforded to Property Owner, property manager, building/property owner and not concurrent with or excess to other valid and collectible insurance available to Property Owner, property manager, building/property owner.

Dated: _____

Contractor

Property Owner

By: _____

By: _____