



CORPORATE OFFICE  
7001 BRUSH HOLLOW ROAD  
SUITE 200  
WESTBURY, NY 11590  
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ASSET MANAGEMENT  
757 THIRD AVENUE  
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**SHAREHOLDER ALTERATION AGREEMENT CHECKLIST**

Date: \_\_\_\_\_  
Cooperative: \_\_\_\_\_  
Apartment \_\_\_\_\_  
Address: \_\_\_\_\_  
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.

- \_\_\_\_\_ Sign and return both Alteration Agreements, attached.
- \_\_\_\_\_ Certificates of Insurance showing coverage of no less than \$1,000,000.00 for liability and property damage, naming the Cooperative above and Managing Agent as an additional insured.
- \_\_\_\_\_ Certificate of Insurance showing Workman's Compensation coverage.
- \_\_\_\_\_ Alteration deposit of \$\_\_\_\_\_ payable to the above Cooperative (to be determined).
- \_\_\_\_\_ Copy of fully executed contract between yourself and your contractor.
- \_\_\_\_\_ Specifications of work to be performed including diagrams where necessary.
- \_\_\_\_\_ 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 their expense."
- \_\_\_\_\_ The following statement must appear in your contract for the alteration: "The contractor will be responsible for performing a post-renovation cleaning that includes dust wiping the hallway threshold and all immediate adjacent areas, and, HEPA-vacuuming the hallway(s) and elevator(s) used during renovation."
- \_\_\_\_\_ A copy of the contractor's EPA issued Lead Paint Renovators License (mandatory requirement) must be submitted. Failure to do so will result in denial of this application.

\*The attached specifications and/or statement must also appear as part of your contract.



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TO: \_\_\_\_\_, Owner  
C/O \_\_\_\_\_,  
Managing Agent

Re: Apartment No. \_\_\_\_\_  
BUILDING \_\_\_\_\_  
\_\_\_\_\_

Gentlemen:

Pursuant to paragraph \_\_\_\_\_ of my Proprietary Lease, I hereby request permission to install the equipment and make the alterations described in the annexed document (hereafter collectively referred to as the "work") in the above apartment.

If such permission to 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) If required by law of Governmental regulations, to file plans with and procure the approval of all Governmental Agencies having jurisdiction over the work and, not more than ten days after receipt of such approval, to deliver to you a copy of every permit or certificate issued. If there be any doubts as to the need for such approval, you shall be the sole arbiter in resolving the doubt.
  - (c) To procure from my contractor, or contractors:
    - (i) Comprehensive personal liability and property damage insurance policies each in the amount of \$1,000,000.00, which policies name you and your Managing Agent, as well as myself, as parties insured. Such policies shall provide that they may not be terminated until least ten days after written notice to you: and
    - (ii) Workmen's compensation and employees liability insurance policies, covering all employees of the contractor, contractors, or subcontractors.



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All such policies or certificates evidencing their issuance shall be delivered to you.

2. If you are required or shall deem it wise to seek legal, engineering or architectural advice prior to granting permission, I agree to reimburse you, on demand, for reasonable fees incurred, and if permission be granted, then, in any event, prior to commencement of any work.
3. 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 the 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, weather tightness of windows, exterior walls or roofs, waterproofing of every part of the building directly or indirectly affected by the work, and the 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 operation of the building's heating system (or air-conditioning system, if any) to facilitate the functioning of any heating or air-conditioning 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, your Managing Agent and tenants or occupants of the building for any damages suffered to person or property as a result of the work performed hereunder, whether or not caused by negligence, and to reimburse you and your Managing Agent for any expenses (including, without limitation, attorney's fees and disbursements) incurred as a result of such work.
  - (e) If, after making any alterations or installing any equipment referred to herein, I shall:
    - i. Seek to exercise my right to terminate my Propriety Lease pursuant to paragraph \_\_\_\_\_ thereof. I will, on your demand, but at my expense, restore the premises and

equipment to their condition prior hereto, agreeing that compliance with this agreement shall be a condition precedent to the cancellation of my lease, or

ii. Seek to transfer the corporate shares allocated to the apartment and the Propriety Lease appurtenant thereto, I will, if requested by you, either restore the premises and equipment to their condition prior hereto or provide you with an agreement by my transferee to assume all of my obligations hereunder, including my continuing obligations and understanding expressed in subparagraphs (a) through (d) of this paragraph 3.

4. All the permitted work shall be completed within \_\_\_\_\_ days after Governmental approval hereto has been granted or, if no such approval is required by law or regulation, then from the date hereof.
5. No work shall be done, except between the hours of 8 AM and 5 PM, Saturdays, Sundays, and holidays excluded, and any work which can produce unusual noises, which might be disturbing to building occupants, shall not be done before 10 AM.
6. All precautions will be taken to prevent dirt and dust from permeating other parts of the building during the progress of the alteration. Materials and rubbish will be placed in barrels or bags, before being taken out of the apartment. All such barrels and bags, rubble, discarded equipment, empty packing cartons and other materials will be taken out of the building and removed from the premises at my expense. I recognize that only the service building may direct. If the convenience of other tenants requires that the service elevators be operated on an "overtime" basis, I shall reimburse you for any wages or related expenses incurred in connection therewith.
7. I will bear the entire cost of alterations and installation and pay all bills incurred in connection therewith, not later than thirty days after completion of the work. If any mechanic's liens were filed for work claimed to have been done or materials alleged to have been supplied, I shall cause such liens to be discharged within ten days after such filing. If I fail so to do, you may exercise any or all of your rights and remedies under the Proprietary Lease or this agreement.
8. At the completion of the work, I will deliver to you an amended Certificate of Occupancy and the certificate of the Board of Fire Underwriters, if either is



management corp.

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required, and such other proof as may be necessary to indicate all work has been done in accordance with all applicable laws, ordinances and Government regulations.

- 9. I recognize that by granting consent to the work, you do not profess to express any opinion as to the design, feasibility or efficiency of the work.
- 10. My failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the Proprietary Lease, 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.
- 11. This agreement may not be changed orally. This agreement shall be binding on you, our personal representatives and me and authorized assigns.

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

Very truly yours,

\_\_\_\_\_  
Tenant

\_\_\_\_\_  
Tenant

Permission Granted:

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Agent

**RIDER TO  
ALTERATION AGREEMENT**

1. An alteration deposit of \$\_\_\_\_\_ will be submitted with this alteration agreement. I understand that the cost to repair any damages made in connection with this alteration shall be deducted from this deposit. In addition to the foregoing I also understand that my failure to comply with any of the provisions of this agreement will cause me to forfeit the entire deposit. In all cases, the Owner, or its managing agent, shall have the sole right to determine the cause of any damage to Owner's property and the cost to restore such property to its original condition.

I understand that the Owner shall deduct from this deposit all costs, fees and expenses incurred by it in connection with this application, including but not limited to legal, architectural, engineering and other professional fees and the cost of any repairs or replacement to Owner's property resulting from the alteration. I understand that the Owner's deduction of any portion of this deposit shall not in any way limit or waive my obligations under this agreement, the Proprietary Lease, the By-Laws and House Rules and Regulations of the Owner.

2. All contractors and deliveries must use the basement service entrance only. Upon their arrival they must sign in with the superintendent.
3. I agree to notify the superintendent at least 48 hours in advance of the date which contractors or deliveries will be entering the building.
4. No debris or any other materials may be stored or left at anytime in common areas of the building or grounds.
5. I agree not to commence any work in relation to this alteration until I have received the Owner's written permission, which will be



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evidenced by the return of this agreement duly executed by the Owner or its managing agent.

6. The Owner's representative shall have the right to inspect my apartment on as many occasions as it may deem necessary prior to alteration, as the alteration progresses, and upon its completion.

In the event that the Owner's representative determines that the alterations have not been performed in compliance with the Plans submitted and the provisions in this alteration agreement, I agree to arrange to have the alterations corrected.

7. At the conclusion of this alteration, all bathroom and kitchen plumbing fixtures, heating fixtures, pipes, fittings and floor and wall tiles, excluding bathtubs, vanities, and appliances, affected by this alteration, are to be turned over to the Owner by delivery to the Superintendent.
8. I shall procure from the contractor and submit for the Owner's approval, the contractor's written agreement waiving the right to file any mechanic's lien or other liens, attachment or encumbrance against the Owner's property which may arise out of or in connection with the alterations. Proof that the contractor has obtained similar waivers from all subcontractors shall be filed with the Managing Agent before such subcontractors commence their work. If I am unable to obtain said waiver of liens, then I will in lieu of such waivers provide the Owner with a Labor and Material Payment Bond from a surety company acceptable to the Owner.

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Tenant /Shareholder

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Cooperative



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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 \$2,000,000.00 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: \_\_\_\_\_