

34-15 PROPERTIES
Jackson Heights, New York 11372

ALTERATION AGREEMENT

This agreement is to be completed by Shareholder, and must be submitted for approval to the Building Superintendent and the Managing Agent (hereinafter referred to as the "Building").

Date:

Proposed alterations (please attach additional pages or documentation such as proposals, etc. from your contractor) as appropriate):

_____ As Shareholder of Apartment_____, at Building Address: _____, Jackson Heights, New York 11372, I hereby request permission to undertake the alterations described above and/or by reference to plans and specifications attached to this document. Such permission shall be granted or denied in writing by the Board. If such permission is granted, I agree to abide by the following conditions:

1. That the proposed alterations are described in complete detail in the space provided above and/or by reference to plans and specifications prepared in duplicate and furnished with this agreement. (Only work described will be considered by the Board for approval). I hereby acknowledge and agree that the Building may impose such conditions (as to guarantee of completion including, without limitation, requiring me to post a bond to ensure the completion of the proposed alterations, payment for proposed alterations and other charges payable hereunder) as the Building may reasonably require.

At the time of submitting this alteration application, **a refundable one thousand dollar (\$1000.00) security deposit made payable to 34-15 Properties and a non-refundable fee to John B. Lovett & Assoc. of one hundred and fifty (\$150.00)** is required. In the event any damage is done to the common elements of the property during the alteration, or any part of this agreement is not complied with, the Board reserves the right to retain the security deposit as consideration of the violation and to require an additional security deposit. If this occurs, all work must cease until such time as this requirement is met. The Board of Directors further reserves the right to bill the Shareholder if the cost of damage sustained is above the **security deposit** amount held as deposit. Such sums shall be considered additional maintenance charges as provided in the Proprietary Lease.

2. That all of the proposed changes, structural or otherwise, shall strictly conform to all rules and regulations of all Government authorities having jurisdiction thereof. If required by law or Governmental regulations, I will file plans with and procure the approval of all Governmental agencies having jurisdiction over the work. All applications and permits which may be required will be obtained at my own expense prior to commencing work and, not more than ten days after receipt of such approval, copies of all such applications and permits will be delivered to the offices of the Building's Managing Agent. If there be any doubt as to the need for such approval, the Board shall be the sole and final arbiter in resolving the doubt. In performing the proposed changes, I shall be responsible for the cost of compliance with all applicable governmental rules and regulations, including without limitation, the Americans With Disabilities Act of 1990. Public Law 101-336 42 U.S.C. Secs. 12101 et seq. together with all amendments thereto which may be adopted from time to time, and all regulations and rules promulgated thereunder.
- 3 Before any work begins, I will provide the Building's Managing Agent with a complete copy of every agreement made with contractors and suppliers. All such contractors and suppliers shall be duly licensed by the State of New York. If my use of any contractor, subcontractor, vendor, supplier or other party causes or threatens to cause disharmony, labor disputes, strikes or picketing of any kind whatsoever, such party shall be dismissed, removed from the job site and excluded from the building and the work of such party shall be continued by others satisfactory to the Building.
4. Under no circumstances will any work whatsoever be performed on Saturdays, Sundays or Holidays. Other days, work will be performed **only between the hours of 8:30 a.m. and 4 p.m.**, and any work which can produce unusual noises which might be disturbing to other occupants shall not be done before 10:00 a.m.
5. The proposed alterations will be completed within _____ days after Governmental approval has been granted or, if not such approval is required by law or regulation, then from the date of approval of this application. In any case, the duration of the proposed work will not exceed one hundred twenty (120) days.
6. All work will be done in such a manner so as not to interfere with the operation of regular building services. All precautions will be taken to prevent dirt and dust from permeating other parts of the building during the progress of the alteration. Rubbish will be placed in barrel or bags before being taken from the Apartment and removed promptly from the premises at my expense by licensed carters. If the elevator is to be used to move rubbish, materials, equipment, supplies or the like, the superintendent will be notified in advance in order to install protective padding and to arrange a time when use of the elevator is least likely to inconvenience other occupants of the building.

7. Before starting, and for the duration of this work, I or the contractor(s) engaged by me will be covered by Workmen's Compensation and by public liability insurance. Policy should include **34-15 Properties and John B. Lovett & Assoc., as additional insured**, in minimum amount of \$500,000/\$1,000,000 bodily injury and \$500,000 property damage. **The Certificate Holder is the Shareholder.** Certificates of Insurance confirming such coverage shall be furnished to the Managing Agent prior to the commencement of any work.
8. I undertake to indemnify the Building, the Board of Directors, its Agents, its Shareholder, tenants and occupants of all Apartment against any damage to persons or property suffered as a result of the work performed hereunder, or any liability whatsoever in connection therewith, whether or not caused by negligence, and I agree to reimburse the Building and its Managing Agent for any expenses (including, without limitation, attorney's fees and disbursements) incurred as a result of such claims. If requested, I shall procure a bond or agreement from an insurance company reasonably acceptable to the Building, ensuring performance of the provisions of this paragraph.
9. I will take such protective measures as may be necessary to insure that the building is not damaged. In the event of such damage, I will assume the full cost of repairs of quality and craftsmanship at least equal to the original condition.
10. It is understood that in granting this conditional permission, the Building makes no representative as to the design, feasibility or efficiency of the proposed alterations. 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 that I assume all responsibility for the maintenance 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; maintenance of any heating, plumbing, air conditioning and other equipment and appliances 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 and effect the complete restoration of the affected aspect of the buildings or its equipment.
11. Without limitation, the Building may, at its option and at my sole expense, retain a professional engineer or architect to review the plans submitted and to make such personal inspections as deemed necessary to ensure that all work is installed in accordance with normally acceptable standards and meets all governmental agency requirements. I shall promptly, upon demand, reimburse the Building or its agent for the cost of a review, modification and/or approval, supervision and/or coordination of the plans and specifications of my alterations. The Building and its agents shall have no liability in connection with such review, modification, approval, supervision or coordination.

12. I undertake to indemnify and hold the Building harmless from any mechanics' liens or material liens in connection with the proposed work. Shareholder agrees to remove lien within fifteen (15) days. Nothing in this agreement is intended to constitute a consent by the Building to the subjection of its interest, or my interest in the Apartment, the building or the land on which the building is located to any lien or claim by any person which supplies any work labor, material, services or equipment to me or on my behalf, in performing the proposed alteration.
13. It is understood that in granting this conditional permission under the terms of this letter of agreement, the By-Laws and Proprietary Lease of the Building are in no way modified and remain in full force and effect.
14. If the proposed alterations include a change to the Apartment's heating/ventilation/air conditioning (HVAC) system, I will assume all responsibility for said heating/ventilating/air conditioning delivery and the Building will not be responsible for failure of efficient performance. The Building specifically prohibits any change in the operation or configuration of the central HVAC system to facilitate the functioning of any heating/ventilation/air conditioning units you may install, and any such proposed alteration is absolutely restricted by such prohibition.
15. On completion of the work, I will obtain and deliver to the managing agent, copies of any required certificates of inspection and approval from the appropriate government agencies having jurisdiction, including the Board of Fire Underwriters, 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. I will, at my sole cost and expense, if required, obtain a revised or amended Certificate of Occupancy for the building. However, it is understood that I will not be expected to assume the cost of remedying any violations discovered in the course of obtaining a new or revised Certificate of Occupancy which are unrelated to the approved alterations.
16. Alterations are defined to include any construction or demolition performed, as well as the installation or removal of any and all major appliances (**washing machines and dryers are not permitted in any apartment**).

17. Shareholder to Control Refuse, Dirt, Dust, Lead Based Paint, Etc.

The 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, casualty or other insurance policies carried by Shareholder or for Shareholder's benefit. The Shareholder shall comply with all federal, state and local laws, rules and regulations pertaining to the Work, including any such laws, rules and regulations pertaining to lead based paint, asbestos and other hazardous materials. Prior to the commencement of the Work, any contractor or subcontractor performing any portion of the Work which requires said contractor or subcontractor to be certified by any governmental or quasi governmental body, shall furnish evidence of such certification to both Shareholder and the Apartment Corporation.

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 Shareholders' 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) 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). I shall cause my 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.

No more than sixty (60) days prior to beginning renovation activities in the Apartment, I will be responsible to get from my contractor 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 myself, the contractor shall provide the occupants with the Pamphlet. The contractor shall be responsible for obtaining my written acknowledgement of the receipt of the Pamphlet or a certificate of mailing evidencing same. I hereby acknowledges that the Corporation has no liability or obligation in connection with this notification requirement of the EPA.

18. Laminate floors are not permitted. For refinishing of floors, ONLY WATER BASED PRODUCTS CAN BE USED!

19. My failure to comply with any of the provisions hereof shall be deemed a breach of the By-laws and Proprietary Lease of this corporation and, in addition to all other rights of this corporation, it may also suspend all work and prevent workmen from entering my Apartment for any purpose other than to remove their tools or equipment.
20. This agreement may not be changed orally and shall be binding on you, me and our personal representatives and authorized assigns.

I signify my agreement with the foregoing conditions by signing two (2) copies in the space provided below:

Signature of Shareholder

Apt. # _____

Bldg. Address: _____

Print Name

Phone Number: _____

Approved: 34-15 PROPERTIES

By: _____
(Name/title)

Please return all copies to Remo Rosano, Property Manager, c/o Superintendent at 34-15 Properties or to Mr. Rosano (Lovett Associates, 109-15 14th Avenue, College Point, NY 11356). If permission is granted one signed copy will be returned for your records. Work may not commence until the approval letter is received from this office.

[Alteration.agreement]