

# 33 FIFTH AVENUE OWNERS CORPORATION MINOR ALTERATIONS/DECORATING AGREEMENT

*For limited cosmetic work including but not limited to: painting, wallpapering, floor refinishing, carpeting, tiling, tub glazing, installation of cabinets or other built-in fixtures with no plumbing or electrical hookups, installation of light fixtures in existing locations, replacement of faucets or appliances (new models' specs must be submitted).*

*This agreement is not to be used for a proposed scope of work that includes cutting any walls, altering existing plumbing, or modifying gas lines.*

Name(s): \_\_\_\_\_ Apartment #: \_\_\_\_\_

I hereby request permission to undertake in the above apartment the scope of work described in the attached document(s) (hereafter referred to as the "work"). For such permission to be granted,

## **I. I AGREE:**

- A. To provide you a complete and conformed copy of every agreement made with contractors and suppliers
- B. To procure from my contractor or contractors and deliver to you
  - Comprehensive personal liability and property damage insurance policies, each in the amount of \$1 million, naming 33 Fifth Avenue Owners Corp. (the "corporation"), The Lovett Company, LLC (the "managing agent"), as well as myself, as parties insured. Such policies shall provide that they may not be terminated until at least ten days after written notice to you.
  - Workmen's compensation and employees' liability insurance policies, covering all employees of the contractor, contractors, or subcontractors
  - Any licenses or certificates that may be required
  - A list of workers
  - A signed certification letter, in the form attached.
- C. To provide you with a check made payable to 33 Fifth Avenue Owners Corp. in the amount of \$1,000 as security for my obligations hereunder. The corporation will be the sole arbiter in determining charges to be deducted from the deposit.
- D. That no work will commence until I receive written approval from management

## II. 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, that may result from or be attributable to the work being performed hereunder and I assume 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 will, when so advised, promptly remove the cause of the problem. If I do not do so, the corporation may have the problem corrected, and I will be liable for all costs and expenses incurred.
- B. I recognize that there will be no change in the operations of the building's heating system to facilitate the functioning of any heating units I may be installing.
- C. The alterations and materials used will be of the quality and style in keeping with the general character of the building.
- D. I indemnify the corporation, its board of directors, the managing agent, the corporation's agents and employees, and tenants or occupants of the building (the "Indemnified Parties") for damages suffered to any person or property as a result of the work performed hereunder, whether or not caused by negligence, and will reimburse the corporation for any expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred as a result of such work, unless such damage is caused by the carelessness or negligence of that Indemnified Party.
- E. All permitted work will be completed expeditiously and must be completed within 90 consecutive calendar days. Work that extends beyond the limits will be penalized: \$500 per day for the first 30 days, then \$1,000 per day. The managing agent will inform the shareholder in writing at least 10 days before any such penalty begins.
- F. Work may be conducted only between 9:00 a.m. and 5:00 p.m., Monday through Friday, except holidays (New Year's Day, Martin Luther King Day, Presidents' Day, Good Friday, Memorial Day, Independence Day, Labor Day, Rosh Hashanah, Yom Kippur, Columbus Day, Thanksgiving, Christmas), the Friday after Thanksgiving, and any other days designated by the corporation. Workers will not be admitted before 9:00. They must end work by 4:30, clean up, and exit the building by 5:00, as directed by the building staff.
- G. Contractors/workers must check in with the superintendent at the start of the job and must use the Tenth Street service entrance and the service elevator. They may not use the building's common areas or facilities. Tools, materials, and personal belongings cannot be stored in the public hallways.

- H. All precautions will be taken to prevent dirt, dust, and odors from permeating other parts of the building during the alteration. If, in the corporation's sole judgment, dirt, dust, and/or odors affect other areas of the building, the corporation may take any steps it determines to be necessary to clean or sanitize the affected areas, and I will reimburse the corporation for all costs and expenses. 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 premises at my expense. I recognize that only the service elevator may be used for such removal and only at such times as the resident manager directs. If the convenience of other tenants requires that the service elevators be operated on an "overtime" basis, I will reimburse you for any wages or related expenses incurred in connection therewith.
- I. I will 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.
- Such practices will 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 contractor 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 scraping a surface area of more than one square foot per room.
  - I will procure from my contractors and/or workers and provide to the corporation certification of their training in safe lead-based paint practices if the proposed work will disturb more than six square feet of paint.
  - No more than 60 days prior to the commencement of work, I will cause the contractor to provide me with the Environmental Protection Agency (EPA) pamphlet entitled *Protecting Your Family from Lead in the Home*. If the apartment is occupied by someone other than me, the contractor will provide the occupant with the pamphlet. The contractor will be responsible for obtaining written acknowledgment of receipt of the pamphlet or a certificate of mailing evidencing same. I hereby acknowledge that the corporation has no liability or obligation in connection with this notification requirement of the EPA.
  - I will cause my contractors and/or workers to perform specialized cleaning of the work area using methods designed to safely remove dust and debris that may contain lead.
- J. At least 24 hours before beginning any noisy work or work that produces strong odors, contractors must notify the superintendent and also provide written notice to apartments directly above and below and on the same floor as the work site. (Use the corporation's **NOTICE TO NEIGHBORS** form, attached.) Failure to provide

such notice may cause the work to be stopped. Upon notice from the managing agent or other representatives of the corporation, any work creating an unacceptable disturbance must be discontinued immediately.

**III. I RECOGNIZE THAT:**

- A. By granting consent to the work, you do not express any opinion as to the design, feasibility, or efficiency of the work.
- B. My failure to comply with any of the provisions hereof will 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.
- C. This agreement may not be changed orally. This agreement will be binding on you, me, our personal representatives, successors, and authorized assigns.

Annexed hereto is the “scope of work” and a certification letter of one page, which are made a part of this agreement.

Signed by:

Shareholder: \_\_\_\_\_ Date: \_\_\_\_\_

Shareholder: \_\_\_\_\_ Date \_\_\_\_\_

Permission granted by **33 FIFTH AVENUE OWNERS CORPORATION**

By \_\_\_\_\_

Title \_\_\_\_\_ Date: \_\_\_\_\_

**CERTIFICATION**

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

33 Fifth Avenue Owners Corp.  
c/o The Lovett Company, LLC  
1270 Broadway, Suite 408  
New York, NY 10001

Re: Apartment: \_\_\_\_\_ (the "Apartment")  
33 Fifth Avenue  
New York, NY 10003  
Shareholder: \_\_\_\_\_ (the "Shareholder")

Dear Sir or Madam:

This letter certifies that the undersigned has reviewed and fully understood the terms and provisions of the Minor Alterations/Decorating Agreement (the "Agreement") between 33 Fifth Avenue Owners Corp. (the "Corporation") and the Shareholder and agrees to comply with its terms.

The undersigned further agrees not to make any claim against or seek to recover from the Corporation, its shareholders, or the Corporation's or its shareholders' employees, agents, partners, guests, licensees, invitees, or tenants (collectively, the "Indemnified Parties") for any damage to persons or property arising from or relating to the performance of the work described in the Agreement, unless the loss or damage is due to the carelessness or negligence of that Indemnified Party.

The undersigned agrees to defend, indemnify, and hold harmless the Indemnified Parties and all other 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 to property arising out of or in any way relating to the performance of the work, unless such injury or loss of life or loss or damage to property is caused by the carelessness or negligence of that Indemnified Party.

The undersigned will be responsible for performance of all work in accordance with all applicable codes and laws and for adherence to all applicable regulations of the Department of Environmental Protection regarding asbestos and lead abatement.

Sincerely,

\_\_\_\_\_  
Print name of Contractor

\_\_\_\_\_  
Signature of Contractor & Title

**33 FIFTH AVENUE OWNERS CORPORATION  
NOTICE TO NEIGHBORS OF POTENTIALLY DISRUPTIVE WORK**

To: \_\_\_\_\_ Apt: \_\_\_\_\_  
Name of resident above, below, or on same floor as shareholder's apt.

Dear neighbor:

In accordance with the co-op's alterations policy and agreement, I hereby provide you with no less than 24 hours' notice of potentially disruptive work to be done in apartment \_\_\_\_\_.

The work will commence on or about \_\_\_\_\_ and be completed on or about \_\_\_\_\_.

Nature of work (examples: hammering, use of heavy machinery, demolition, floor refinishing, tub reglazing): \_\_\_\_\_  
\_\_\_\_\_

I apologize in advance for any inconvenience. If you have any problems during these alterations, please bring them immediately to my attention, as well as to that of the managing agent.

Very truly yours,

\_\_\_\_\_  
Shareholder / Contractor (circle one)

Apt. number \_\_\_\_\_

Phone number \_\_\_\_\_

Date \_\_\_\_\_