

# **METRO MANAGEMENT**

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## **DEVELOPMENT, INC.**

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42-25 21st Street ■ Long Island City, NY 11101 ■ 718-706-7755 ■ Fax: 718-706-7760

■ CO-OPS ■ CONDOMINIUMS ■ MITCHELL-LAMA

### **NOTICE TO ALL RESIDENTS APPLYING FOR APARTMENT ALTERATION**

The pride that comes with living in this community carries with it a number of responsibilities, not the least of which is ensuring that all work done within your apartment is done properly and in compliance with the rules of the Building Department as well as the corporations House Rules. Please read the enclosed materials 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.

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.

Before settling on any specific plan, please read the attached guidelines carefully. If you understand the Corporation's rules and policies you will save yourself days, weeks or possibly even months of frustration. 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 from the New York City Department of Buildings. 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,

Metro Management Development Inc.



ALTERATION AGREEMENT  
Hyde Park Owners Corp.  
CHECK LIST

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

Apartment address: \_\_\_\_\_

**Check list of documents to be submitted for approval**

- ( ) Executed and Notarized Alteration Agreement;
- ( ) Executed and Notarized Fine and Fee Schedule;
- ( ) Executed Insurance Rider to Alteration Agreement;
- ( ) Executed and Notarized Contractor Agreement (the Second Rider to Alteration Agreement);
- ( ) Sketch of the work being proposed (if appropriate), indicating dimensions and layout;
- ( ) Copy of the executed contract with contractor with a full job description of work to be completed. Please white out the amount of the contract only;
- ( ) Copy of all Contractors' Licenses;
- ( ) Insurance Certificate(s) for all Contractors.
- ( ) Money Order or Certified Check payable to Hyde Park Owners Corporation in the amount of \$500.00 for the Alteration Deposit and Processing fee. Upon satisfactory completion of the alteration/renovation with no damage to other apartments and/or the Corporation's property, the Corporation will refund \$250.00.

Pictures of apartment will be taken before any renovations have started. Please call the office to make the pre inspection arrangements.

Renovations will not be considered and/or approved if the shareholder is in arrears.

No work is to be commenced until permission has been granted by the Corporation and all required permits have been issued. Premature commencement of work shall be deemed a breach of the Proprietary Lease and House Rules and will result in a fine \$1,000 and possible legal action.

ALTERATION AGREEMENT  
Hyde Park Owners Corp.

Please complete and return to the Onsite Management Office. By providing a package to the office does not mean that it is approved. Once approved the office will inform you and set up a pre-inspection of the apartment to review the alterations requested.

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

Shareholder's Name: \_\_\_\_\_

Apartment Address: \_\_\_\_\_

Telephone (home) \_\_\_\_\_ Telephone (cell) \_\_\_\_\_

Email address \_\_\_\_\_

Room(s) to be renovated with DETAILED description of work to be completed:

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

***Shareholder(s) must include a copy of the executed contract with the contractor.***

General Contractor's Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contractor's License #: \_\_\_\_\_ **Please attach a copy of the license**

EPA Lead Safe Renovator Certificate # \_\_\_\_\_ **Please attach a copy of the certificate**

Telephone (office) \_\_\_\_\_

Telephone (cell) \_\_\_\_\_

Email address \_\_\_\_\_

Plumber's Name \_\_\_\_\_

Address: \_\_\_\_\_

License #: \_\_\_\_\_ **Please attach a copy of the license**

Electrician's Name & License #: \_\_\_\_\_

Address: \_\_\_\_\_

License #: \_\_\_\_\_ **Please attach a copy of the license**

**NOTE: All work must be performed by licensed and insured professionals, no exceptions. A copy of the insurance requirements has been attached to this alteration package for you to give your contractor(s). Alterations shall not be approved without the evidence of proper insurance as required by the Corporation.**

**ALTERATION AGREEMENT FOR**



## HYDE PARK OWNERS CORP.

AGREEMENT made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between Hyde Park Owners Corp., a New York domestic corporation having its principal place of business at **137-07 Jewel Avenue, Kew Gardens Hills, New York 11367** (the "Corporation") and \_\_\_\_\_, an individual or individuals (hereinafter the "Tenant") who is/are shareholder(s) in Hyde Park Owners Corp. and collectively or individually the owner of \_\_\_\_\_ shares of stock in Hyde Park Owners Corp. and is/are the proprietary lessee(s) of the apartment appurtenant to those shares, namely Apartment \_\_\_\_\_ (the "Apartment") in the building known as and located at \_\_\_\_\_, Kew Gardens Hills, New York 11367 (the "Building") (the Corporation and the Tenant are hereinafter collectively referred to as the "Parties").

WHEREAS, pursuant to paragraph twenty-one (a) (21 (a)) of the proprietary lease between the Corporation and the Tenant governing the Tenant's tenancy in the Apartment (the "Lease"), the Tenant hereby submits this agreement (hereinafter the "Agreement") to obtain the Corporation's consent, as required by the Lease to perform certain alterations and/or changes in and/or to the Apartment. The signature by an officer of the Corporation shall constitute consent pursuant to the Lease, subject to the terms and conditions of this Agreement; and

WHEREAS, Tenant hereby requests the consent of the Corporation to install equipment and/or perform alterations to the Apartment as described in the annexed documents (hereinafter collectively referred to as the "Work"), which shall include but not be limited to the following:

WHEREAS, Tenant agrees that the decision as to whether or not to consent and grant permission of the Corporation for Tenant's performance of the Work is in the Corporation's sole and absolute discretion which may not be unreasonably withheld and that said consent and permission is conditioned on and in consideration of Tenant's promises and performance of the terms contained in this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the sufficiency of which is hereby acknowledged, the Parties agree and acknowledge as follows:

1. **Initial Payment of a Security Deposit and Administrative Fee.** Tenant shall deliver a check made payable to the Corporation in the sum and amount of \$500.00 which shall serve as security for the faithful performance by Tenant of the terms and conditions of this Agreement. The Deposit shall be held in a non-interest-bearing account. If Tenant complies with all of the terms and conditions of this Agreement, the sum and amount of \$250.00, shall be promptly returned to Tenant after completion and inspection of the Work. The Corporation shall retain the sum and amount of \$250.00 as a non-refundable alteration fee. This fee is designed to cover the administrative costs of the Corporation's review and approval process and is in addition to and independent of any additional expenses of the Corporation relating to the review and approval of the Work, e.g. reasonable fees of architects, engineers, or attorneys.
2. **The Corporation May Retain the Deposit in the Event of Breach.** In the event of Tenant's breach of the provisions of this Agreement, or if Tenant or persons engaged by Tenant cause damage to the Building or loss or expense to the Corporation or its shareholders or persons or property in the Building, the Corporation may retain the whole or any part of the Deposit to the extent required to compensate itself and others for the breach of or default under this Agreement.



Tenant understands and agrees that if his or her obligations exceed the amount of the Deposit, Tenant shall be liable for any excess thereof.

3. **Corporation's Right to Hire Professionals for Review of Proposed Agreement and Work.** The Corporation may, at its sole and absolute option and discretion, hire any engineer, architect, attorney, or existing or additional personnel of the Corporation prior to the commencement of, during, or subsequent to the completion of the Work, to render any advice or perform any service as the Corporation shall deem, in its sole and absolute discretion, necessary or desirable in regard to the Work.
4. **Tenant's Duty to Pay for Costs and Expenses of Review of Work and Agreement.** Tenant agrees to properly effectuate all required changes, requirements and corrections; and/or to reimburse the Corporation, upon demand, for any and all costs of such advice or service. Tenant acknowledges that the Corporation has advised Tenant that Tenant will be responsible for payment of any and all such costs including without limitation those incurred in connection with the modification of this Agreement and consultation with any of the foregoing persons prior to execution hereof in connection with Tenant's alteration application and the proposed Work.
5. **Corporation May Require Tenant to Deliver Plans and Schedule of Work.** To the extent required by the Corporation, Tenant shall deliver to the Corporation (i) complete, developed construction plans which include, inter alia, precise demolition dimensions; and (ii) a schedule of the Work with intermediate completion dates. THE WORK SHALL NOT COMMENCE UNTIL THE CORPORATION AND ITS PROFESSIONALS, E.G. ITS ARCHITECT, APPROVE THE DOCUMENTS DESCRIBED IN THE AGREEMENT.
6. **Tenant Must Submit Agreements to the Corporation Prior to Commencement of the Work.** No less than ten (10) business days before Tenant shall commence the Work, Tenant shall deliver to the Corporation a complete and conformed copy of each and every agreement made with each and every contractor, subcontractor, and supplier involved in the Work.
7. **Tenant Must Submit Liability and Property Damage Insurance to the Corporation Prior to Commencement of the Work.** No less than five (5) business days before Tenant shall commence the Work, Tenant shall procure from his or her contractor or contractors and subcontractor or subcontractors comprehensive general liability, automobile liability, property damage insurance policies and workers compensation and employer's liability insurance policies, covering all employees of the contractor, contractors or subcontractors pursuant to requirements provided in the Insurance Rider to Alteration Agreement for Hyde Park Owners Corp. ("Insurance Rider") attached hereto and made a part hereof.
8. **Tenant Shall Provide Proof of Required Insurance Coverage.** Tenant shall deliver copies of such policies and all necessary proofs to establish such coverage to the Corporation prior to commencement of the Work. All such policies shall be issued by an insurer approved by the Corporation. In the event that a contractor or subcontractor should, over the course of the Work, change or modify its insurance, the Tenant must submit to the Corporation for review and approval the same documents and proofs required for the initial application and review.
9. **No Work Without Approved Coverage. NO WORK SHALL BE PERFORMED WITHOUT CONFIRMATION THAT APPROVED COVERAGE IS IN PLACE.**
10. **All Contractors and Subcontractors Must Be Approved by the Corporation and Meet Certain Requirements.** All contractors and subcontractors must be approved by the Corporation prior to



those entities or individuals performing any work or services in the Building. The Work will be performed by licensed contractors and subcontractors. Tenant shall provide copies of such licensure and proof of its current validity upon request of the Corporation. In the event that new contractors or subcontractors are hired by the Tenant after commencement of the Work, any and all such contractors and subcontractors must be submitted to the Corporation for approval prior to performing any work or services in the Building.

11. **Pre-Construction Meetings.** To the extent required by the Corporation, Tenant shall cause his or her demolition and general contractors to attend one or more pre-construction meetings with the Corporation's managing agent, superintendent, and/or architect. Prior to commencement of the Work, Tenant shall provide the Corporation with written notification of the identity of an English-speaking individual to act as foreman for the Work and who will act as liaison with the Corporation's management and staff in connection with the Work.
12. **House Rules Govern Contractors and Subcontractors.** Tenant and Tenant's contractors and subcontractors shall abide by all applicable provisions of the Corporation's House Rules, a copy of which is annexed hereto, and provide a written acknowledgment and agreement to that effect.
13. **Tenant Shall File Plans and Obtain Approvals as Required.** If required by law or governmental regulations, at Tenant's sole cost and expense, Tenant shall file plans with and procure the approval of all governmental departments and agencies having jurisdiction over the Work and, not more than ten (10) days after receipt of such approval, to deliver to the Corporation an exact copy of all approved plans and of every permit or certificate issued. If there is any doubt or dispute as to the need for such approval, the Corporation, subject to the advice of its advisors, counsels, and professionals, including but not limited to its managing agent, architects, and attorneys, shall have sole and absolute discretion in determining whether there is the need for such approval.
14. **Tenant Assumes All Risk of Damage to the Building.** IT IS AGREED AND ACKNOWLEDGED BY THE PARTIES THAT TENANT ASSUMES ALL RISK OF DAMAGE TO THE BUILDING, ITS EQUIPMENT AND SYSTEMS, AND TO PERSONS AND PROPERTY IN THE BUILDING WHICH MAY RESULT FROM OR BE ATTRIBUTABLE TO THE WORK BEING PERFORMED HEREUNDER. THIS RESPONSIBILITY COVERS ALL WORK, OF ANY KIND, INCLUDING WATERPROOFING OF EVERY PART OF THE BUILDING DIRECTLY OR INDIRECTLY AFFECTED BY THE WORK, AND MAINTENANCE AND REPAIR OF ALL APARTMENT EQUIPMENT AND SYSTEMS INSTALLED OR ALTERED BY THE TENANT PURSUANT HERETO. THE FOREGOING OBLIGATIONS SHALL ALSO INCLUDE ALL PORTIONS OF THE APARTMENT, EQUIPMENT AND/OR SYSTEMS WHICH BUT FOR THE ALTERATIONS PERFORMED BY THE TENANT WOULD OTHERWISE BE THE RESPONSIBILITY OF THE CORPORATION TO MAINTAIN AND REPAIR. IN ADDITION, THE TENANT HEREBY RELEASES THE CORPORATION AND ITS AGENTS FROM ANY LIABILITY FOR DAMAGE TO THE PORTIONS OF THE APARTMENT AFFECTED BY, AND/OR INCLUDING THE WORK WHICH MAY OCCUR IN THE PERFORMANCE OF BUILDING MAINTENANCE REPAIRS.
15. **Disturbance to the Building Shall be Minimized.** The Work is to be done in such a manner so as not to disturb the Building, its operations or equipment. Tenant shall provide to the Corporation and/or its managing agent a schedule of all deliveries to be made to the Building. If the Building, its operations or equipment is adversely affected by the Work, Tenant shall, when so advised, and at Tenant's sole cost and expense, promptly remove the cause of such problem. If, in the opinion of the Corporation, the Work unduly interferes with the rights of shareholders or residents, the



Corporation may restrict the continuation of the Work so as to ensure the enjoyment of units by tenants, members of their households, guests, employees, and other persons in the Building.

16. **Tenant Shall Take Precautions to Keep the Building Undamaged and Clean.** All precautions will be taken to prevent dirt and dust from permeating other parts of the Building and to insure that other portions of the Building, its equipment and systems and the property of all shareholders or residents are not damaged. The full cost of any necessary clean-up or repairs shall be Tenant's responsibility. Tenant agrees and acknowledges that all openings of any sort, including, but not limited to doors, windows and exhaust grilles must be thoroughly sealed to prevent dust and dirt from permeating the public hallways or other apartments. In addition, Tenant agrees that all portions of the public areas must be at all times adequately protected from the movement of materials and equipment or the removal of materials, equipment or debris. Tenant agrees that should any damage be caused to such areas or should such areas be required to be cleaned, Tenant shall do so promptly, at Tenant's sole cost and expense. Materials and rubbish will be placed in barrels or bags before being taken out of the Apartment. All such barrels or bags, discarded equipment, empty packing cartons and other debris will be promptly taken out of the Building daily and removed from the premises at Tenant's expense. Tenant agrees and acknowledges that dumpsters are permitted outside the building only for so long as is necessary to empty them. No storage of empty dumpsters outside the building shall be permitted.
17. **Shutdowns to Building Systems Shall be on Notice and with Consent of Corporation.** Except in the case of an emergency, e.g. water leak or fire, Tenant will schedule shutdown of the Building's water system with the Corporation's management prior to effecting such shutdown and will provide not less than forty-eight (48) hours prior notice of such shutdown to those residents to be affected. No shutdown may exceed three (3) hours in duration at any given time. Except in the case of an emergency, no interruptions of gas, heat and/or electricity to other apartments or common areas shall be permitted at any time. Tenant shall not shut down building's water system without the prior consent of the Corporation. .
18. **Permitted Scheduling of Work.** The Work shall be performed only between the hours of 8:30 A.M. and 5:30 P.M., Mondays through Fridays and between the hours of 10:00 A.M. and 3:00 P.M. on Saturdays only, excluding legal holidays and such other holidays as may be designated by the Corporation from time to time (notice of such designation shall be given to Tenant prior to or during the course of the Work). Work which shall produce unusual noise which might be disturbing to the Building's residents, including, but not limited to demolition work, shall not be commenced before 10:00 A.M. and may not be performed at any time on Saturdays. Tenant understands and agrees that the Corporation shall have the right to halt the contractor from continuing with the Work in the event any complaints are received concerning excessive noise, debris, or obstructions. The following is the list of legal and designated holidays observed by the Corporation during which time no work may be performed:
- |                          |                        |
|--------------------------|------------------------|
| ▪ New Year's Day         | Martin Luther King Day |
| ▪ Presidents Day         | Good Friday            |
| ▪ Memorial Day           | Independence Day       |
| ▪ Labor Day              | Columbus Day           |
| ▪ Election Day           | Thanksgiving           |
| ▪ Day after Thanksgiving | Christmas              |
19. **No Change to Building Systems.** Tenant acknowledges and recognizes that there will be no change in the operation of the Building's heating, plumbing or electrical systems, if any, to facilitate the functioning of any heating, plumbing or electrical equipment Tenant might be installing. All



alterations which include plumbing removal and/or installation must be approved by the licensed plumber hired by the Corporation prior to commencement of such work and shall be subject to review and approval of the Corporation's plumber and/or architect prior to the relevant walls/ceilings/floors of the Apartment being closed. As with all of the Corporation's architect/engineering/consulting fees incurred in connection with my alteration, Tenant will be solely responsible for such plumber's fees. Tenant acknowledges and recognizes that removal of heating elements from the Apartment is prohibited.

20. **Building Quality and Style Shall Be Maintained or Improved.** The changes, alterations and materials used shall be of the quality and style in keeping with the general character of the Building. All Work is to be performed in a good and workmanlike manner and shall conform to the accepted plans, applicable laws, and rules and regulations of governmental authorities having jurisdiction thereof as well as the New York Board of Fire Underwriters.
21. **Air Conditioning.** All air conditioning units that Tenant may wish to install shall be installed through an exterior wall of the Apartment. Tenant may not install any window units in the Apartment. Any existing window air conditioning unit may only be replaced with a through-the-wall air conditioning unit at Tenant's sole expense and responsibility. Any installation of a through-the-wall air conditioning unit shall be subject to the Corporation's consent, and shall be performed in compliance with all applicable provisions of this Agreement, including, without limitation, submission of plans, permits and insurance to the Corporation for its review and approval. The cost and responsibility of maintenance and repairs of the through-the-wall conditioners and sleeves shall be borne by the Tenant and its successors and assigns. Notwithstanding anything to the contrary contained in the Lease, maintenance and repairs of the wall into which through-the-wall conditioner is installed shall be at sole expense of the Tenant and its successors and assigns. Upon satisfactory installation of a through-the-wall air conditioning unit without damage to the Corporation's property or other apartments, the Corporation will refund the complete deposit of \$500.00 notwithstanding the language in paragraph 1 of this Agreement.
22. **Attic Alterations.** The Tenant is not permitted to perform any alterations to attics and no exceptions shall be granted at any time. Attics may only be used for storage and for no other purpose. Attics may only be accessed by means of a pull down staircase. Air conditioners, washing machines, and/or dryers are not permitted in the attic.
23. **Restrictions on Appliances.** The Tenant is not permitted to install gas dryer(s) in the Apartment, but may install an electric dryer. Electric dryer(s) must be properly vented through an outside wall and may not be vented in an attic, or through basement or crawl spaces. Washing machines or dishwashers must have check valves on the hot and cold water lines and separate shut off valves. All plumbing for appliances must be contained within the Apartment. No connections are permitted through the basement or crawl space, unless explicitly approved by the Corporation.
24. **Indemnification.** Tenant shall indemnify the Corporation, including without limitation its Board of Directors (the "Board"), its managing agent, shareholders, employees, residents of the Building, engineers, architects, and attorneys retained by the Corporation against any and all loss, damage, claim for damage or liability to persons or property suffered as a result of the Work performed hereunder, including, without limitation, any loss, damage or liability suffered by Tenant as a result of any willful misconduct or negligent acts or omissions by Tenant, Tenant's contractors, subcontractors, or any other person or entity performing work on Tenant's behalf, including any claim by any Governmental agency or department having jurisdiction over the Work arising at any time from or in connection with the Work, to the extent not due to, or arising from the negligence or willful misconduct of the Corporation and/or its agents, and shall reimburse the Corporation and/or



its managing agent for any expenses (including, without limitation, the reasonable fees and disbursements of attorneys and other professionals) incurred as a result of such Work. Tenant's indemnification obligations hereunder shall include the reasonable fees and disbursements of attorneys and other professionals incurred by the Corporation and the other indemnities in enforcing Tenant's indemnification obligations.

25. **Tenant's Duty to Bond Upon Request.** If it is possible, upon the request of the Corporation, Tenant shall procure a bond or an agreement from an insurance, or other company reasonably acceptable to the Corporation, ensuring payment and performance by Tenant of the provisions of this Agreement. Such bond or agreement must be obtained from an insurance, or other company licensed to do business in New York.
26. **In the Event Tenant Cancels Lease.** If, after making any alterations or installing any equipment referred to herein, Tenant shall seek to exercise Tenant's right to cancel its Proprietary Lease pursuant thereto, Tenant will, upon due demand by the Corporation, but at Tenant's expense, restore the premises and equipment to their condition prior to the Work being performed. Tenant agrees that compliance with this Agreement shall be a condition precedent to the cancellation of Tenant's lease.
27. **In the Event Tenant Transfers Shares.** If, after making any alterations or installing any equipment referred to herein, Tenant shall seek to transfer the corporate shares allocated to the Apartment and the Lease appurtenant thereto, Tenant shall, if requested by the Corporation, either restore the premises and equipment to their condition prior hereto or provide the Corporation with an agreement by Tenant's transferee to assume all of Tenant's obligations hereunder, including Tenant's continuing obligations and understanding expressed in this Agreement.
28. **Timing of Commencement of Work from Grant of Corporation's Consent.** In the event the Work does not commence within sixty (60) days following delivery of the Corporation's written approval, i.e. a countersigned copy of this Agreement, such approval shall be deemed withdrawn, and Tenant shall be obligated to reapply for permission to perform the Work.
29. **Timing of Completion of Demolition.** ALL DEMOLITION SHALL BE COMPLETED WITHIN ***FIVE DAYS*** FOLLOWING COMMENCEMENT. ALL SUCH DEMOLITION SHALL BE PERFORMED USING HAMMER AND CHISEL AND ENTIRELY WITHOUT POWER TOOLS UNLESS SPECIAL PERMISSION IS GRANTED.
30. **Timing of Completion of the All Work.** All Work including, without limitation, all demolition and all construction of new interior walls and partitions, installation of through-the-wall air conditioning units, alterations to bathrooms and kitchen including cabinet and fixture installation and installation of built-ins and painting, as applicable, shall be completed on or before (insert number of calendar days) following commencement. IF IN THE OPINION OF THE CORPORATION'S ARCHITECT ALL WORK IS NOT COMPLETED ON OR BEFORE SUCH THIRTY (30) DAY PERIOD, TENANT SHALL CEASE ALL WORK. IN THE EVENT TENANT FAILS TO CEASE ALL WORK UPON THE EXPIRATION OF SUCH THIRTY (30) DAY PERIOD, TENANT SHALL PAY TO THE CORPORATION, THE AMOUNTS SET FORTH IN THE ANNEXED SCHEDULE A (WHICH SHALL BE DEEMED ADDITIONAL RENT PURSUANT TO THE TENANT'S LEASE), AS COMPENSATION FOR SUCH FAILURE TO CEASE WORK AND NOT AS A PENALTY, FOR EACH DAY OR PART THEREOF THAT TENANT CONTINUES TO PERFORM WORK.
31. **The Corporation Shall Have No Duty to Extend the Completion Period.** NOTHING



CONTAINED HEREIN, INCLUDING PAYMENT OF THE FOREGOING FEES, SHALL BE CONSTRUED AS OBLIGATING THE CORPORATION TO PERMIT THE WORK TO CONTINUE BEYOND THE THIRTY (30) DAY COMPLETION PERIOD AND THE CORPORATION SHALL HAVE ALL RIGHTS AND REMEDIES AVAILABLE TO IT, INCLUDING THE RIGHT TO SEEK AN ORDER ENJOINING THE WORK FROM CONTINUING.

32. **Tenant is Responsible for Fines and Fees.** TENANT SHALL ALSO BE RESPONSIBLE FOR FINES AND FEES SET FORTH IN THE SCHEDULE OF FEES ANNEXED TO THIS AGREEMENT. SAID FINES AND FEES SHALL PAYABLE WHEN BILLED AND COLLECTIBLE AS ADDITIONAL RENT.
33. **Treatment of Neighbors.** Tenant must notify the residents of the apartments adjacent, above and below the Apartment of Tenant, if applicable, at least **FIVE (5)** days prior to commencement of the Work. Said notification shall be in writing, with a copy to the Corporation. Tenant agrees, prior to commencing the Work, if requested by the Corporation, to arrange at the foregoing residents' convenience to make a photographic or videotape record documenting the condition of the interiors of such residents' apartments and to supply copies of such records to the Corporation.
34. **Costs of Protecting Personal Property of Neighbors.** In addition, Tenant agrees, if requested by the Corporation, to pay for the cost of packing, removal, storage, unpacking and/or re-installation of those personal possessions of such residents which such residents deem in their reasonable discretion to be at risk of damage from the Work. The foregoing services shall be performed by companies selected or approved by such residents.
35. **Tenant Responsible for All Costs and Expenses of Alterations and Relating Thereto.** Tenant will bear the entire cost of alterations and installations and pay all bills incurred in connection therewith, not later than thirty (30) days after completion of the Work. Tenant shall indemnify and hold Corporation harmless from any mechanic's or other material lien in connection with the Work. Mechanic's liens shall include but will not be limited to those filed for work claimed to have been done and materials alleged to have been supplied. If any mechanic's lien is filed for work claimed to have been done or materials alleged to have been supplied, Tenant shall cause such lien to be discharged within ten (10) days after notice of such filing. If Tenant fails to discharge said mechanic's lien or liens, the Corporation may exercise all rights and remedies reserved to it in the Lease. In addition to any other remedies the Corporation may have under the Lease or this Agreement, if a mechanic's lien is filed against the Apartment or the Building due to the Work, or if the Corporation believes that it may incur any expenses due to a mechanic's lien, then the Corporation shall have the right (but not the obligation) to require Tenant to discharge such lien by bonding or otherwise within ten (10) days after notice from Corporation; if Tenant fails to do so, Corporation will have the right to cause such lien to be discharged for Tenant's account and at Tenant's expense, and the cost of discharge shall be deemed additional rent under the Lease and payable on demand.
36. **Tenant to Provide Access.** Tenant agrees to provide access to the architects and engineers of the Corporation as well as its managing agent or its representatives (including, without limitation, Corporation's superintendent) to observe the Work from time to time without prior notice during working hours including without limitation (i) prior to inspections, testing or approvals as required by any public authority having jurisdiction over any portion of the Work; (ii) prior to the enclosure or obstruction of any concealed or inaccessible portions of the Work; and (iii) at any time when the Corporation deems it appropriate to inspect the progress of the Work.



37. Notwithstanding anything to the contrary contained herein, during the course of the Work, the Corporation shall be given access to the Apartment for the purpose of inspecting and/or repairing and/or replacing exposed plumbing risers and electrical wiring. Any such repair and/or replacement shall be at Tenant's expense. Tenant agrees to replace all branch plumbing lines, at Tenant's sole cost and expense and in accordance with specifications acceptable to the Corporation, which the Corporation or its representatives determine to be necessary as a result of the Work. All electrical wiring from the fuse box and conduits from the junction box at the riser into and through the Apartment shall be the sole responsibility of the Tenant. The walls must not be closed until the electrical or plumbing work has been inspected by the Corporation. Failure to comply will result in re-opening the walls at Tenant's expense.
38. **Tenant's Duty to Correct Rejected Work.** Tenant shall promptly correct all portions of the Work rejected by the Corporation, its architect, engineer, superintendent or managing agent as defective or as failing to conform to this Agreement whether or not fabricated, enclosed, installed or completed. Tenant shall bear all costs of correcting such rejected Work, including, but not limited to, compensation for the Corporation's architect's and engineer's additional services made necessary thereby.
39. **Consent of the Corporation Does Not Amount to An Opinion of the Work.** Tenant agrees and acknowledges that by granting consent to the Work, the Corporation does not express any opinion as to the design, feasibility, cost or efficiency of the Work, or whether Tenant will be able to obtain the required permits, approvals and certificates. Without limiting the generality of the foregoing, Tenant further agrees and acknowledges that by granting consent to the Work the Corporation, its Board of Directors, employees, agents, architects, or engineers make no representation and are in no way responsible to Tenant regarding the location of any of the plumbing, electrical or other mechanical systems or utilities or the existence of any unforeseen, hidden or dangerous conditions discovered during the performance of the Work or for any increased cost to Tenant, arising as a result of such discovery. It is understood and agreed that upon the discovery of any such system or utility or unforeseen, hidden or dangerous condition (including without limitation, the presence of asbestos-containing material), Tenant will immediately cease any of the Work affected thereby, notify the Corporation's managing agent and will not recommence any such Work without written approval from the Corporation. Tenant fully understands that the Corporation will bear no responsibility, financial or otherwise, arising from the withholding by the Corporation or its managing agent of such approval or the granting of such approval upon any reasonable conditions. The determination of what constitutes "unforeseen", "hidden" or "dangerous" conditions shall be made by the Corporation in its sole and absolute discretion.
40. **Tenant to Provide Certification of Compliance with Approved Specifications.** Within TEN (10) business days of the completion of the Work, Tenant shall provide to the Corporation a written representation from Tenant's architect or engineer that, to the best of his/her knowledge, information and belief, the Work has been performed in accordance with all documents submitted to, accepted and approved by the Corporation.
41. **Breach of this Agreement is a Material Default Under Tenant's Proprietary Lease.** Tenant's failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the Lease and/or House Rules, pursuant to which the Corporation's consent has been granted, and, in addition to all other rights, the Corporation may immediately revoke its permission and consent to undertake the Work and/or suspend all work and prevent workmen from entering the Building and/or the Apartment for any purpose other than to remove their tools or equipment.
42. **Tenant's Release of Corporation and its Agent.** Tenant releases the Corporation and the



managing agent from any and all liability for loss or damage to any of Tenant's property which may result or be in any way connected with the Work and waives any claim Tenant may now have or hereafter have against the Corporation and the managing agent based upon interruption or the suspension of the Work by the Corporation regardless of the reason for such interruption or suspension.

43. **The Corporations Expenses are Collectible as Additional Rent.** Tenant agrees and acknowledges that all expenses incurred by the Corporation and any and all fees and fines which are required pursuant to this Agreement to be paid by Tenant, shall be considered additional rent pursuant to the terms of the Lease.
44. **Corporation's Right to Injunctive Relief.** Failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the Lease. Tenant agrees and acknowledges that in the event of such breach, the Corporation shall be irreparably harmed and entitled to injunctive relief enjoining all further work, and exercise all other rights that may be available to it pursuant to the Lease. No bond shall be required or requested of the Corporation in the event injunctive relief is sought by the Corporation. All such bonds or security which are discretionary or required under law as a condition of the granting of the injunctive relief are expressly waived.
45. **Tenant's Alterations Shall Not Impede Access to the Building's Systems.** Tenant shall remove or cause to be removed, and replace when needed, at Tenant's own expense, any additions, projections, flooring, wall and ceiling treatments, built-ins, or the like within the Apartment, in any place or manner that might be necessary to the Building, henceforth. This includes but is not limited to, locating leaks, repairing leaking pipes, removing and installing new pipes complying with departmental violations, and otherwise correcting deficiencies in the Building's systems and services. To the extent practicable, Tenant's installations shall facilitate access by the Corporation to building systems, and such installations shall include access panels to afford easy access to plumbing and heating components.
46. **No Waiver.** The consent, permission, and/or approval of the Corporation for the Tenant to perform the Work is not a waiver of any of the terms of the Lease, including the House Rules. The failure of the Corporation to insist on the strict performance of any provision of this Agreement or to exercise any right or option contained in this Agreement shall not be construed as a waiver of any such provisions, options, or rights, but such provision, option, or right shall remain in full force and effect.
47. **No Structural Changes Except as Specifically Provided.** Tenant understands that except as provided herein, Tenant shall not have the right to make any structural changes in and to the Apartment or the Building.
48. **Tenant Shall Pay Fines Related to Work.** Tenant agrees to pay fines as applicable for my violation of the provisions of this Agreement as set forth on the annexed schedule.
49. **Joint and Several Liability.** If more than one (1) tenant shall execute this Agreement, the obligations of Tenant hereunder shall be deemed joint and several.
50. **Miscellaneous Terms.** This Agreement may not be changed orally. This Agreement shall be binding on the Parties and their representatives and authorized successors, assigns, agents, servants and/or employees.
51. **Agreement Construction.** In the event that any one or more of the provisions of this Agreement



shall for any reason be held to be invalid or unenforceable, the remaining provisions of this Agreement shall be unimpaired and shall remain in effect and be binding upon the parties.

52. **Execution.** This Agreement may be executed in counterparts and/or via pdf which shall have all of the force and effect of an original. The Work shall not proceed prior to the Corporation's delivery to the Tenant of a fully executed copy of this Agreement, and any and all approvals required hereunder. Unless otherwise indicated, all time periods set forth herein shall be calendar day time periods, regardless of whether the word "calendar" appears.
53. **Incorporated Documents.** Annexed to this Agreement as either an exhibit or schedule are various documents both describing the Work, fees, fines, rules and regulations, and supplement conditions which are made a part of this agreement and incorporated herein.

I have received and read the Alteration/Renovation agreement from Hyde Park Owners Corporation and I/we agree to abide by all of the terms and condition contained therein.

\_\_\_\_\_  
Tenant

Date \_\_\_\_\_

Sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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

PERMISSION GRANTED:  
Hyde Park Owners Corp.

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



### FINE AND FEE SCHEDULE

1. Working during hours other than 8:30 am - 5:30 pm, Monday – Friday or 10:00 am to 3:00 pm, Saturday; **\$100.00 for first hour, and \$200.00 for every hour thereafter.**
2. Making noise through use of jack hammers and other power tools, without specific approval of the corporation; **\$100.00 for each such use.**
3. Moving construction material or debris in or out without proper notification of Building superintendent or managing agent; **\$100.00 for each such occurrence.**
4. Leaving supplies, materials, furniture, or construction debris in common areas of the Building during construction; **\$250.00 each day the condition is not corrected.**
5. In the event the Corporation is served with a violation in connection with my alteration activity including sanitation violations, any amounts necessary to cure the violation, any associated fines or penalties arising therefore, any attorney's fees incurred with respect thereto and a fine of: **\$250.00 per violation.**
6. Leaving the common areas of the Building dirty, littered, or damaged in any way at the end of any day during which construction is proceeding; **\$250.00 each such occurrence.**

7. **Failure to cease work fees:**

**Period**

Day 1 through 5 beyond 30 calendar day completion period  
Day 6 through 10 beyond 30 calendar day completion period  
Day 11 through 15 beyond 30 calendar day completion period  
Day 16 through 20 beyond 30 calendar day completion period  
Day 21 and thereafter beyond 30 calendar day completion period

**Per Diem Fee**

\$500.00 per working day  
\$1,000.00 per working day  
\$1,500.00 per working day  
\$2,000.00 per working day  
\$2,500.00 per working day

8. Daily Common Area Clean Up Fee (this fee does not excuse Tenant's contractor from its obligation to clean up after itself at the end of each work day); \$250.00 per day.

I have received and read the Alteration/Renovation Fine and Fee schedule from Hyde Park Owners Corporation and I/we agree to abide by all of the terms and condition contained therein.

\_\_\_\_\_  
Tenant

Date \_\_\_\_\_

Sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

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



## INSURANCE RIDER TO ALTERATION AGREEMENT

Dated:

Hyde Park Owners Corp., (the "Corporation")

Alterations to apartment \_\_\_\_\_

Unit: \_\_\_\_\_, Kew Gardens Hills, NY 11367

Pursuant to alteration agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Alterations")

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

### **I. INSURANCE REQUIREMENTS**

Contractor, its sub-contractors, agents and/or any other parties performing work/services in connection with the above project under the auspices or control of Contractor are required to obtain, pay for, and keep in full force and effect without interruption the minimum insurance coverages set forth in this Rider. Such coverages must be maintained on a primary, non-contributory basis with a company or companies satisfactory to the Owner and licensed to do business in the State of New York with a minimum AM Best rating of A-12. Contractor agrees to take action to name Owner's insured interests as specified herein, and shall cause any and all sub-contractors, agents and/or any other parties performing work/services in connection with the above project under the auspices or control of Contractor to do the same.

#### **A. COMMERCIAL GENERAL LIABILITY:**

Occurrence based Comprehensive General Liability with minimum coverage limits of \$1,000,000 per occurrence for bodily injury and property damage, \$2,000,000 general aggregate. The full limit for this project must be evidenced by a *per project* aggregate endorsement. Such coverage shall include personal injury and bodily injury (including, without limitation, death and occupational sickness and disease), contractual liability assumed by the contract; explosion, collapse and underground work ('X,C,U') coverage to the extent relevant to the project, broad form property damage liability and coverage for products and completed operations for a period of not less than 24 months post completion. The maximum allowable retention on the CGL policy shall be \$10,000.

Comprehensive general liability coverage must be broad enough to include all premises/operations, contractor's protective liability on the operations of all sub-contractors, and include endorsements for notice/knowledge of occurrence and unintentional errors and omissions. Contractor is not permitted to work if their commercial general liability program has: 1) any exclusion for bodily injury and/or property damage claims brought by employees in course of, or as a consequence of, employment by any insured; 2) any endorsement that modifies exclusion "b. Contractual Liability" in Coverage A or the definition of "insured contract"; and 3) any exclusion that bars or limits coverage for "bodily injury" arising out of any elevation related risks. Contractor warrants herewith that no such exclusions exist.

Contractor agrees to name as Additional Insureds on a primary, non-contributory basis (and to cause its sub-contractors, agents and/or any other parties performing work/services in connection with the above project under the auspices or control of Contractor to so name) **Hyde Park Owners Corp., the Shareholder (if any) and Metro Management Development Inc.** Owner reserves the right to request and receive a complete copy of the Contractor's Comprehensive



General Liability policy for review and acceptance at any time throughout the duration of this Contract and its completed operations period.

**B. AUTOMOBILE LIABILITY:**

Comprehensive automobile liability insurance covering all *owned, hired and non-owned* vehicles with a minimum combined single coverage limit of \$1,000,000.

**C. WORKMENS' COMPENSATION/EMPLOYER'S LIABILITY/DISABILITY:**

Coverage must be maintained as required by all applicable Federal, State, Local or other laws, and shall include Employers Liability and Disability in accordance with all statutory limits and requirements of the State of New York.

**D. COMMERCIAL UMBRELLA/EXCESS LIABILITY:**

Occurrence based Umbrella/Excess Liability with minimum coverage limits of \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 general aggregate, excess coverage to follow the form of the underlying comprehensive general liability and automobile liability coverages.

**E. WAIVER OF SUBROGATION:**

Contractor, its sub-contractors, agents and/or any other parties performing work/services in connection with the above project waives all rights against Owner and Architect and their agents, officers, directors and employees for recovery of damages to the extent that these damages are covered by Commercial General Liability, Umbrella Liability, Business Auto Liability or Workers' Compensation and Employers Liability maintained per insurance requirements state above.

**F. PHYSICAL DAMAGE/HAZARD INSURANCE:**

Contractor agrees to maintain, at its own expense, on a replacement cost basis, such physical damage insurance as is adequate to protect Contractor against such perils as may be relevant to its interests in this project, and to cover all property, materials and/or equipment owned, rented or used by Contractor and its employees or for which Contractor is liable. Contractor waives and shall require all sub-contractors to waive, the right of recovery against the Owner, its managing agent(s), affiliates and/or any additional named insured entities for any damage or loss to property or equipment of any kind owned or rented by Contractor or for which Contractor is responsible or liable.

**G. OTHER INSURANCE:**

Such other coverages or further insurance and/or benefits as required by law, contract, municipality, or best practice as may be applicable to the completion of this project and/or fulfillment of Contractor's obligations under this Contract.

**II. CERTIFICATES OF INSURANCE**

Prior to the use of, entry upon, or commencement of work at the site, Contractor shall deliver and receive approval by Owner (and maintain as current at all times without interruption), original certificates of insurance evidencing all required insurance coverages, limits, terms and insured interests contained in this Rider. Such certificates will provide that the insurer shall give the owner and named Additional Insureds thirty (30) days written notice of any change in, or cancellation of,



such coverages or policies. Upon request by any Additional Insured party Contractor shall provide certified copies of any insurance policy required under this Rider.

### III. OTHER PROVISIONS

#### A. SUBCONTRACTORS/AGENTS

Contractor shall be responsible for causing all sub-contractors, agents and/or any other parties performing work/services under the auspices or control of Contractor to maintain the minimum insurance coverages provided herein, and cause each to name as Additional Insured **Hyde Park Owners Corp., the Shareholder (if any) and Metro Management Development Inc.** Contractor assumes the responsibility to independently verify that such coverages are maintained in full force and effect, without interruption, and assumes all risk of loss, liability, and defense should Contractor fail to do so. With respect to each type of insurance specified hereunder, the Contractor's and Owner's insurances shall be excess to sub-contractor's insurance. For those sub-contractors, if any, working on either the exterior of the building and/or at heights and/or excavation and/or structural work below grade, the minimum required limits of liability are \$5,000,000. per occurrence / \$5,000,000. in the aggregate excess over the primary \$1,000,000 per occurrence for bodily injury and property damage, \$2,000,000 general aggregate. All other sub-contractors are required to maintain minimum limits of liability of \$1,000,000. Per occurrence / \$1,000,000. in the aggregate excess over the primary \$1,000,000 per occurrence for bodily injury and property damage, \$2,000,000 general aggregate. Any sub-contractor hired by the Contractor shall be required to maintain a commercial general liability policy which contains an Additional Insured endorsement sufficiently broad enough to include coverage for "insert names" and all Additional Insureds without privity of contract. **ISO form CG 20 38 04 13 or its equivalent shall be the only endorsement acceptable.** Contractor to verify to "insert names" that this coverage exists prior to the commencement of the Work and shall arrange for sub-contractor to provide a copy of the Additional Insured endorsement to "insert names" upon request.

#### B. COVERAGE LAPSE(S)

Contractor agrees that in the event it shall fail, for any reason, to obtain or maintain in full force and effect without interruption any insurance required hereunder, Owner shall have the right, *but in no event the responsibility*, to force-place the required insurance coverage(s) at the Contractor's sole cost, which shall be promptly be paid to Owner with reimbursement for such administrative costs and/or commissions may have been incurred to secure the required coverages. Contractor further agrees to furnish all necessary information and consents to permit the Owner to take such action for the benefit of the Owner and/or Contractor and other parties with insured interests. This provision in no way obviates Contractor's obligations to secure and maintain such coverages on an ongoing, uninterrupted basis throughout the term of this Contract.

#### C. LIMITATION OF RIGHTS/REMEDIES/LIABILITY

Contractor's compliance (or failure to comply) with the foregoing requirements to carry required liability and other insurance coverages for the benefit of all parties noted hereunder, and to furnish evidence of same via original certificates of insurance and/or policy documents, shall in no way relieve the Contractor, its sub-contractors, or agents from direct liability assumed in the performance of its contractual obligations or provisions of this Contract. Further, the types of limits of insurance required shall not limit or restrict the extent of Contractor/Agent's obligations under the Contract and nothing in the above requirements shall



constitute a waiver of, or limitation of, any other rights or remedies the Owner may have for consequential damages or otherwise.

#### **IV. SITE SAFETY**

Contractor is fully and solely responsible for safety and security on the site, and shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work. Contractor shall comply with all applicable Federal, State and Local laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.

Contractor shall take all reasonable precautions to ensure the safety of, and shall provide all reasonable protection to prevent injury or loss to, all employees or agents of Contractor, and/or all other persons who may be affected thereby. In addition, Contractor shall take all reasonable precautions to prevent damage to all property of the Owner and all other persons involved in, or affected by, the work. Should Contractor engage or permit entry to the site any sub-contractor, vendor, agent, or other party to carry out any of the work performed hereunder, Contractor shall ensure that these parties be aware of and compliant with the terms of this section, Contractor hereby agrees to assume liability for the failure of any such additional party to adhere to workplace safety precautions and regulations as required. Contractor shall use only properly supervised and qualified personnel for work performed.

#### **V. CONFLICTS WITH OTHER CONTRACT DOCUMENTS**

In the event of a conflict or inconsistency between this Insurance Rider and any other contract documents, this Insurance Rider shall prevail.

##### **OWNER**

**Hyde Park Owners Corp.**

By:

---

Date: \_\_\_\_\_, 20\_\_\_\_

##### **CONTRACTOR**

By:

---

Date: \_\_\_\_\_, 20\_\_\_\_



**SECOND RIDER TO ALTERATION AGREEMENT  
CONTRACTOR AGREEMENT**

Dated:

Hyde Park Owners Corp., (the "Corporation")

Alterations to apartment \_\_\_\_\_

Unit: \_\_\_\_\_, Kew Gardens Hills, NY 11367

Pursuant to alteration agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Alterations")

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

Contractor shall, to the fullest extent permitted by law, indemnify, defend and hold the Corporation, the Shareholder (if any), Shareholder's Architect, the Corporation's managing agent, and the Corporation's Architect, their officers, directors, agents, employees and partners as well as any entity which the Corporation must name as an additional insured (hereafter collectively "Indemnitees") from any and all claims, suits, damages, demands, liabilities, penalties, fines, professional fees (including the reasonable fees and disbursements of attorneys), costs, court costs, expenses and disbursement related to death, sickness, personal injuries, property damage (including loss of use thereof) and/or advertising injury brought against any of the Indemnitees by an person or entity, arising from, in connection with, incidental to, or as a consequence of the performance of the Contractor's work, as well as any additional work, extra work or add-on work, performed either directly or indirectly by the Contractor including its agents, servants, any sub-contractors thereof and their employees or the use by Contractor, its agents, servants, subcontractors or employees of facilities owned by the Corporation including, but not limited to all State or Federal OSHA claims, or other related claims, demands, proceedings, violations, penalties, assessments, or fines that arise out of or relate to Contractor's failure to comply with any safety-related laws, ordinances, rules, regulations, orders, or its obligations hereunder, including liability imposed on any Indemnatee solely by statute or operation of law (e.g. Labor Law 240 and 241). The obligation to defend, indemnify and hold harmless will survive the termination of this Contractor Agreement ("Agreement").

Attorneys' fees, court costs, expenses and disbursements shall be defined without limit to include those fees, costs, etc. incurred in defending the underlying claim and those fees, costs, etc. incurred in connection with the enforcement of this Agreement. Indemnification under this Agreement shall operate whether or not Sub-contractor has placed and maintained the insurance required under this agreement. The Sub-contractor shall cause all sub-contract agreements it enters into to include this indemnification clause so as to ensure the Owner and all Indemnitees hereunder shall have the same protection from sub-subcontractors as is afforded by the Contractor.

This Agreement specifically contemplates full indemnity in the event of liability imposed against the Corporation and/or Indemnitees 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 the Corporation and/or its 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. Contractor shall exercise proper care and caution so as to avoid accident or injury to persons and property. Contractor's obligations hereunder shall include the reasonable fees and disbursements of attorneys and other professionals incurred in the enforcement of such obligations. Contractor affirms that the services being rendered in connection with the referenced apartment are for the benefit of the shareholder of such apartment and not for the benefit, nor performed at the request of the Corporation.

The undersigned, who is about to furnish labor and material in apartment \_\_\_\_\_ in the building located at \_\_\_\_\_, Kew Gardens Hills, NY 11367,



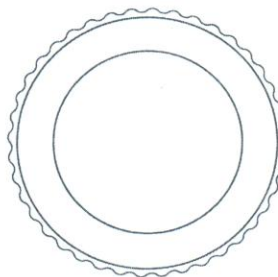
which building is owned by Hyde Park Owners Corp., does hereby covenant and agree not to file any mechanic's liens or other liens or to make any claims against the premises of any part thereof or again any building or buildings of other improvements made therein with respect to any work that the undersigned may at any time or from time to time do under any contract between the undersigned and Hyde Park Owners Corp. and/or \_\_\_\_\_ Shareholder of the above apartment and for any labor and material furnished there under or for any alterations, change or modification or whatsoever nature, labor and material furnished therein, it being intended that this instrument shall constitute a waiver of right to file a lien under the Lien Law of the State of New York.

In the event that any one or more of the provisions of this Agreement shall for any reason be held to be invalid or unenforceable, the remaining provisions of this Agreement shall be unimpaired and shall remain in effect and be binding upon the parties.

**Contractor/Construction Company Name:** \_\_\_\_\_

**Chief Executive Officer:** \_\_\_\_\_  
**Please Print Name**

**Please include stamp of Incorporation here**



**Signature:** \_\_\_\_\_

STATE OF NEW YORK  
COUNTY OF \_\_\_\_\_

On the \_\_\_\_\_ day of \_\_\_\_\_ in the year \_\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

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



**For Office Use**

**ALTERATION AGREEMENT APPROVALS**

Management Office:	_____	Date: _____
Pre-Inspection Completed:	_____	Date: _____
Photos taken pre inspection	_____	Date: _____
Construction Inspection:	_____	Date: _____
Construction Inspection:	_____	Date: _____
Construction Inspection:	_____	Date: _____
Final Inspection:	_____	Date: _____
Photos taken post inspection	_____	Date: _____



# SAMPLE OF INSURANCE REQUIRED FROM CONTRACTOR



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

00/00/19

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<p>PRODUCER</p>  <p style="text-align: center;">Name &amp; Address of Producer</p>	<p>CONTACT NAME: complete</p> <p>PHONE (A/C, No, Ext): complete      FAX (A/C, No):</p> <p>E-MAIL ADDRESS: complete</p> <hr/> <p style="text-align: center;">INSURER(S) AFFORDING COVERAGE</p> <p>INSURER A: complete</p> <p>INSURER B: complete (as needed)</p> <p>INSURER C: complete (as needed)</p> <p>INSURER D: complete (as needed)</p> <p>INSURER E:</p> <p>INSURER F:</p>
<p>INSURED</p>  <p style="text-align: center;">Name &amp; Address of Contractor/Vendor</p>	

**COVERAGES**

**CERTIFICATE NUMBER:**

**REVISION NUMBER:**

THIS IS TO CERTIFY THAT 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<p>COMMERCIAL GENERAL LIABILITY</p> <p><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</p> <p>GEN'L AGGREGATE LIMIT APPLIES PER:</p> <p><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC</p> <p>OTHER:</p>	X	X	#insert number	00/00/19	00/00/20	EACH OCCURRENCE \$ 1,000,000	
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000							
	MED EXP (Any one person) \$ 5,000							
	PERSONAL & ADV INJURY \$ 1,000,000							
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
B	<p>AUTOMOBILE LIABILITY</p> <p><input type="checkbox"/> ANY AUTO <input type="checkbox"/> SCHEDULED AUTOS</p> <p><input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS</p> <p><input checked="" type="checkbox"/> HIRED AUTOS</p>			#insert number	00/00/19	00/00/20	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
							BODILY INJURY (Per person) \$	
							BODILY INJURY (Per accident) \$	
							PROPERTY DAMAGE (Per accident) \$	
C	<p>UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR</p> <p><input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE</p> <p>DED <input type="checkbox"/> RETENTION \$</p>	X	X	#insert number	00/00/19	00/00/20	EACH OCCURRENCE \$ 2,000,000	
								AGGREGATE \$ 2,000,000
D	<p>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</p> <p>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)</p> <p>If yes, describe under DESCRIPTION OF OPERATIONS below</p> <p style="text-align: right;">Y/N <input type="checkbox"/> N/A</p>			#insert number	00/00/19	00/00/20	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
							E.L. EACH ACCIDENT \$ 100,000	
							E.L. DISEASE - EA EMPLOYEE \$ 100,000	
							E.L. DISEASE - POLICY LIMIT \$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Location of project:

Additional Insureds: Hyde Park Owners Corp. and Metro Management & Development, Inc.

Coverage for the additional insureds is primary & non-contributory ; there are no "action over" or labor law exclusions

**CERTIFICATE HOLDER**

**CANCELLATION**

Hyde Park Owners Corp.  
c/o Metro Management & Development, Inc.  
42-25 21st Street  
Long Island City, NY 11101

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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