

## **ALTERATION AGREEMENT COVER MEMO**

Date:

Re: Apartment, \_\_\_\_\_ Located at: \_\_\_\_\_ **Greene Avenue, Brooklyn NY**

Dear Unit Owner:

The following pertains to your inquiry regarding proposed alterations to the above subject premises. Please be advised that no alterations may begin until all terms and conditions are met, and Board approval is granted. Please read the attached material carefully and ask the professionals and/or contractors working for you to do so as well.

Failure to advise the Building in advance in writing of any work, no matter how minor being done, that requires or involves any outside plumbers/electricians /workers/contractors will result in a fine starting at \$100.00 per infraction and immediate curtailment of the work until proper documentation is received.

Any change in the scope of work that has already been reviewed and approved by the Board must also be submitted in writing to management for approval prior to proceeding. Violations of House Rules or signed Alteration Agreements are under penalty of \$100.00 fine per incident.

In order to process your request, you must submit to the Board a package of items outlined below. The length of time it takes to review and approve the final alteration will depend on the scope of the work. Incomplete packages will not be reviewed and will be returned for you to complete. The Board may require, at its own discretion, a meeting with the Unit owner and or contractor and or architect to review the package and building guidelines.

**Item 1** – At the time you present your package, you must include a security deposit check in the amount of \$1,000.00 as good faith against any damage incurred to the building during the renovation. This will be returned once all renovation work has been completed, and an inspection of the property reveals no damage incurred.

**Item 2** – Applications that require Dept of Building permits must include a processing fee in the amount of \$300.00 made payable to Adventure Properties. This fee is due at time the application is presented and is non-refundable regardless if the work is approved by the Board.

**Item 3** – A description of the alteration written by your architect / contractor stating **if:**

- a) Any load-bearing walls are to be removed or altered.
- b) Any plumbing fixtures are to be added, deleted or relocated (complete description).
- c) Any electrical work involved.
- d) Any new equipment to be installed.
- e) Any work will affect the exterior of the building.
- f) Any work will affect the heating of the unit.

**Item 4** – Copies of all plans, diagrams, drawings and photographs visually detailing the scope of work **proposed** as well as pictures/drawings of the **current** layout being affected (a before and after layout). They must include a room by room list of the equipment/appliances to be installed and the alterations to be made.

**Item 5** - A letter from a licensed electrician which shall certify that the electrical loads required as a result of the alterations will not be in excess of the present electrical capacity of the apartment and will not adversely affect the building's electrical service. Included in the letter electrician will acknowledge he/she will advise the building of completion of electrical work **prior** to any closing off of walls (done by any contractor) so the work can be reviewed by the building architect for adherence to plans.

**Item 6** – Copies of all agreements and contracts made with all licensed and insured: architects, engineers, electricians, plumbers, general contractors, sub-contractors and suppliers.

**Item 7** – Copies of valid New York City licenses for General Contractors, Electricians, and Plumbers.

**Item 8** – Copies of the contractor's personal liability and property damage insurance policies in the amount of \$1,000,000.00 naming the Association, the managing agent, and yourself as Additional Parties Insured. Such policies shall provide that they will not be terminated until at least ten days after written notice to the management. Also, workmen's compensation and employees liability insurance policies covering all employees of the contractor or subcontractors shall be submitted.

**Item 9** - Copies of your Homeowner's Insurance including General Liability coverage protecting against third party claims.

**Item 10** – Copies of all permits from all applicable agencies having jurisdiction for each segment of work for the project. All work must comply with all rules, regulations and codes of the city, state and federal government agencies having jurisdiction.

**Item 11** – A Certificate of Indemnification (copy attached) signed by you (the unit owner) stating you will indemnify the Association, management, other unit owners or occupants in the building for any damages suffered to the building, its mechanical systems and to persons or property as a result of the work, whether or not caused by negligence, and to reimburse the association or management for any expenses, including attorney's fees.

**Item 12** – A Certificate of Indemnification (copy attached) signed by the contractor stating they will indemnify the Association, management, other unit owners or occupants in the building for any damages suffered to the building, its mechanical systems and to persons or property as a result of the work, whether or not caused by negligence, and to reimburse the association or management for any expenses, including attorney's fees.

**It is recommended that unit owners who are removing walls and exposing pipes, replace any and all branch lines going back to the risers that appear even marginally weak. Any risers found to be in poor condition will be replaced by the building.**

It is the responsibility of the Unit owner to read and make sure the Contractor reads and signs a copy of the Guidelines attached. Any breach of the Guidelines may result in the condo suspending all work and you shall be instructed to prevent all workmen from entering the work area unless it is to remove their tools or equipment.

**If the Board of Directors finds it necessary to seek legal, engineering, or architectural advice prior to granting permission, you agree to reimburse the Building upon demand of fees incurred. Example of such fees are payment to the Building architect to review applications and make a recommendation to the Board as to safety, feasibility and necessary requirements. These fees are non-refundable whether or not the Board approval is granted. If such fees are necessary for monitoring, you will also reimburse such fees.**

In the event of any future sale of the apartment you must: (a) advise the person or persons to whom the apartment is transferred (the Purchaser) of the work undertaken by you pursuant to this agreement; (b) provide copies of the Plans and this agreement to the Purchaser ; and (c) cause the Purchaser to execute and deliver to the Building an agreement substantially in the form of Exhibit A (copy attached) to which the Purchaser shall assume all your obligations as the Unit Owner under this Agreement, including the obligation of future transfers of the Apartment to future Purchasers. It is therefore strongly recommended you keep a copy of your Alteration Agreement (with all associated documents) in a secure location to present to a future purchaser at time of sale.

**No work may begin until all conditions are met and proper approval is authorized. All questions should be directed to the management office.**

Sincerely,

**Adventure Properties, Inc.**

# **ALTERATION AGREEMENT**

## **315 - 325 GREENE AVUNUE CONDOMINIUM**

### **IT IS THE RESPONSIBILITY OF THE UNITOWNER AND THE CONTRACTOR TO READ AND FOLLOW ALL REQUIREMENTS LISTED**

1. All work shall comply with all rules, regulations and codes of the city, state and federal government agencies having jurisdiction.
2. You may retain only licensed and insured contractors for plumbing, electrical or any other trade that may require licensing.
3. You must secure all permits from all applicable agencies having jurisdiction for each segment of work for the project and provide copies to management and secure all sign offs and deliver them to management upon completion of the project. Copies of all applicable permits must be posted by the front door prior to work commencing.
4. The alteration and materials used shall be of the quality and style in keeping with the general character of the building.
5. The contractor must meet the Superintendent or the Building Board before beginning any work.
6. **Project working hours are 8:0 AM until 6:00 PM, Monday through Friday** except on legal holidays. Work that will produce unusual noise, which will disturb other tenants, may not commence before 9:00 AM.
7. If the Building is required or finds it necessary to seek advice prior to granting permission, you agree to reimburse the Building upon demand of fees incurred. Approval to commence will not be granted until fees are paid. If such fees are necessary for monitoring, such fees will also be reimbursed by you
8. You shall be responsible that at all times the methods used by the contractors are in accordance with the best and the safest engineering practice and sufficient against all hazards.
9. You must be responsible for enforcing all measures necessary to prevent accidents and fires. Combustible refuse must be removed from the building daily. No oils, gasoline, propane or other volatile materials shall be kept inside the building. All other similar precautions shall be taken to reduce fire hazards.
10. Personnel and property shall be safeguarded at all times. When hoisting, placing or delivering equipment, materials, and tools inside, alongside, over, or on, existing structures, the contractor shall be required to exercise all safety precautions to prevent accidents. The weight of all materials stored upon or

carried over floors shall not be in excess of the designed live loads for these areas.

11. You will safeguard the quiet enjoyment and property of your neighbors. This includes but is not limited to noise, dust, debris or damage incurred during the renovation.
12. You must seal off or seal around the openings for pipes, ducts, conduits, etc., passing through the floors, walls, ceilings, and slabs. Dust protection must be provided to prevent the passing through to other spaces or areas outside the project work area.
13. You will be responsible for the cleanup of all areas of the building affected by dust or debris emanating from your unit during the demolition or renovation or your unit. The common areas of the building affected by the project are to be vacuumed, mopped, and or broom cleaned at the end of each workday. If necessary, the Building will retain the services of a cleaning crew and will bill you.
14. You will keep the premises free from any accumulation of waste materials and rubbish, and at the completion of the work all debris shall be removed from the premises at your expense. No such debris or items may be placed with the building waste/garbage. Materials and rubbish will be placed in barrels or bags before being taken out. All such barrels or bags or other materials or equipment will be taken out of the building and removed from the premises at your expense on a daily basis or left in your unit until removal can be arranged.
15. You must protect the common areas of the building such as the hallway floors, walls, ceilings, and staircases involved in the scope of the work during all phases involved. Masonite or other protective materials shall be installed to protect the floors of the buildings.
16. Traffic and operations of the building must not be interrupted. Egress or Ingress may never be blocked during any time of the work.
17. You are required to take all possible precautions to maintain proper security at the building to protect it from unwanted intrusions. Building entrances are never to be blocked, opened, and/or left unsupervised at any time. All keys issued to the contractor or workmen are to be recovered at the completion of the work.
18. Upon approval from the Board, as a courtesy, you must notify neighboring apartments prior to the start of construction.
19. You will be responsible to repair damage to the ceiling below your floor due to the demolition or work involved. You will be responsible to repair damage to all adjacent walls due to demolition or work. *The Building strongly suggests that you speak to your neighbors and inspect the current condition prior to the start up of any work and keep your neighbors informed.*

20. Should management be called upon to arbitrate / mediate a dispute between you, your fellow occupants, or the Corporation, management will charge a fee of \$50.00 per half-hour at ½ hour intervals. You will be informed when such billing will begin.
21. The work may not interrupt the essential building services of heat; cold water, hot water or electricity unless express written requests are given to management not less than 72 hours prior to such interruption and permission is expressly granted. Management may not unreasonably deny such a request **but will require that the contractors post signs** in the building notifying residents/occupants **not less than 48 hours prior to the** interruption of service. Approval for such work will not be granted on Fridays or before the start of long holiday weekends.
22. You will assume all responsibility for the “weather tightness” of all installations affecting the exterior walls or roof affected by the Alteration as well as the maintenance and performance of all heating, plumbing, air-conditioning or other equipment installed or altered.
23. All bathroom and or kitchen renovations that include the replacement of the bathroom and or kitchen floor are required to install a new waterproof membrane under the floor cover. Specific details on material to be used and method of installation must be outlined in the contract between shareholder and contractor or outlined in the plans submitted by the shareholders architect.
24. All bathroom renovations that include the replacement of the bathroom wall tiles are required to install cement board around all wet areas (i.e. around the tub area). All other wall areas require the installation of moisture resistant gypsum board. Specific details on materials to be used and areas of installation must be outlined in the contract between shareholder and contractor or in the plans submitted by the shareholders architect.
25. **Any work involving the removal of walls that exposes plumbing, must include the inspection and possible replacement of any and all branch lines that look even marginally weak going back to the risers. Any risers found to be in poor condition will be replaced by the Building. Under no circumstances will a unit owner or contractor be allowed to move the water risers of the building’s plumbing systems. All work affecting the water risers is limited to branching off the risers, not movement of them. Only top quality / USA made valves and piping may be installed. The specifics of all plumbing work must be given in detail by the architect and/or plumber.** The installation of multiple head body spraying shower massagers will not be permitted.
26. If the operation of the building or any of its equipment is adversely affected by the work you perform, you shall, when so advised, promptly remove the cause of the problem.

27. An apartment main circuit box may be relocated by branching off the main electrical riser and re-piping with conduit pipe to the new location but that it must be done with an appropriate metal conduit pipe. It cannot be relocated by just BX-flex electrical cable. **The main vertical conduit riser cannot be relocated.** The specifics of all electrical work must be given in detail by the architect and /or electrician.
28. You must provide all necessary enclosures or any other protections required to safeguard materials, stored or in place against theft. No claims may be made against the Building for materials lost, stolen or damaged and replacement of such items shall be at your expense.
29. The Building shall have the right from time to time to inspect or observe the Work. Access must not be denied to the Building's engineer, managing agent, superintendent, or any other person the Building may authorize. You must promptly make all corrections required by the Building in order to conform to the Plans and the other requirements of the Agreement. If the Building so requires, such corrections shall include the removal and replacement of non-conforming work. The Buildings failure to inspect shall not be considered a waiver to comply with this agreement.
30. The foregoing inspection is for the sole benefit of the Building and the designated engineer and shall have no responsibility to the Unitowner or his contractor or architect for any decision made or for any failure to observe a defect in the work. It is understood that the Unitowner should retain an architect to protect said interest and to insure that such work is performed to and in accordance with the Plans and Specs.
31. You will indemnify the Building, management, other Unitowners or occupants in the building for any damages suffered to the building, its mechanical systems and to persons or property as a result of the work, whether or not caused by negligence, and to reimburse the Building or management for any expenses, including attorney's fees.
32. In case a notice of mechanics lien filed against the building for labor or material furnished for your project, you shall cause this lien to be discharged by payment, bonding or otherwise. If you fail to do so within 10 days after notice is given, the Building may cause the lien to be discharged by payment, bonding, or otherwise without investigation as to the validity thereof and shall have the right to collect as additional rent all amounts paid and all costs and expenses incurred in connecting therewith including reasonable attorney fees and disbursements together with interest from the time or times of payment.
33. Failure to comply with any of the provisions shall be derived as a breach of this agreement in which case you shall be instructed to suspend all work and prevent workman from entering the work area unless it is to remove their tools or equipment.

- 34. You recognize that by granting consent to the work the Building does not express any opinion as to the design and or feasibility of efficiency of the work.
- 35. If you agree with the foregoing conditions, kindly indicate your approval by signing two copies in the appropriate space below and return both to management along with any and all attachments. If permission is granted, management will sign and return one copy to you for your records.
- 36. This agreement term may not be changed orally.

I have read and fully understand the terms stated above. I hereby agreed to the terms and conditions and apply for permission to proceed with my proposed Alteration.

\_\_\_\_\_  
Unitowner

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emergency Contact Phone Number

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Emergency Contact Phone Number

\*Permission for alteration granted this  
 \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
Management

\*Note that the work must adhere strictly to the plans you have submitted and remains subject to the above guidelines. Any changes to the plans presented to the Board must be brought immediately to the attention of the Corporation and is subject to approval.



# CERTIFICATE OF INDEMNIFICATION

Re: Apartment: \_\_\_\_\_ Located at. GREENE AVENUE, BROOKLYN NY

I, the Unitowner of the above apartment agree to release and discharge, and to indemnify and hold harmless the Building, it's employees, agents, officers and Board of Directors, from any and all claims, demands, cost or expenses (including legal fees and expenses) that arise from, or in any way related to, the Renovation/Alteration of the apartment.

I hereby waive any claim against the Building on account of the Building advising a potential Purchaser of the provisions of this Agreement,

\_\_\_\_\_  
Unitowner

\_\_\_\_\_  
Date

# INDEMNIFICATION / HOLD HARMLESS AGREEMENT

For work performed at                     **GREENE AVENUE, BROOKLYN NY**

Apartment \_\_\_\_\_

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Building Owner, Building Owner's Real Estate Manager, Building Owner's officers, directors, employees from and against claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the Work. Such damages as may be caused in whole, or in part, by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a part or person described in this paragraph.

CONTRACTOR (Company Name)

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

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Dated)

Notary:

Subscribed and sworn to before me

This \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

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