

**308 OWNERS CORP. ALTERATION AGREEMENT\***

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

Board of Directors  
 308 Owners Corp  
 308 East 79<sup>th</sup> Street  
 New York, NY 10075

Re: Apartment Number(s) \_\_\_\_\_ (the "Apartment")  
 308 East 79<sup>th</sup> Street  
 New York, NY (the "Building")

To The Corporation:

Pursuant to Section 21 of the Proprietary Lease between the 308 Owners Corp. (the "Corporation") and the undersigned (the "Lease"), the undersigned (herein referred to as "Shareholder") hereby requests permission to make the alterations described in the accompanying plans and specifications (herein collectively referred to as the "Work") in the Apartment, which Work shall be completed by \_\_\_\_\_ (the "Completion Date," which date shall be based on the scope of the Work and in no event shall exceed \_\_\_\_\_ ( ) months after notice of the Board's approval of the Work has been delivered), and agrees to the following terms and conditions.

1. **Shareholder's Submissions.** Shareholder herewith delivers to the Corporation:
  - a. detailed plans, specifications and drawings of the Work, including a room-by-room list of all alterations to be undertaken, and if required by the Corporation, detailed plans and specifications (the "Plans") prepared by a licensed architect or engineer, which shall not be modified by the Shareholder after they are approved by the Corporation's architect or engineer without the architect's or engineer's subsequent approval.
  - b. a check with respect to the security payable in connection with this Agreement in the sum of \$2,000.00 (Two thousand dollars) payable to 308 Owners Corp. in accordance with paragraph 16 of this Agreement, if applicable.
  - c. a check in the sum of \$250.00 (Two hundred and fifty dollars) payable to Douglas Elliman Property Management, managing agent for the Building (the "Managing Agent") as a processing fee in connection with this request and the Work, if applicable.

\*

**COSMETIC WORK - Note to Shareholder:** This form of Alteration Agreement is to be used for structural alterations to the Apartment (i.e., removing all or part of a wall, changing the plumbing or electrical lines, or replacing windows). If you are just doing cosmetic work (i.e., painting, wallpapering, changing bathroom, kitchen or lighting fixtures without altering the plumbing or electrical lines) change the deposit requirement in 1(b) to \$1,000.00 and delete paragraphs 1(a), 2, 3, 8, 12, 14, 23, 24, 26 and 29.

**308 OWNERS CORP. ALTERATION AGREEMENT p. 2**

2. **Corporation's Review of Work as Proposed.** Shareholder acknowledges that the Corporation may designate an architect or engineer, who shall, at Shareholder's expense, (a) review plans and specifications for the Work and (b) from time to time observe the Work to ensure that the Work conforms to the approved Plans and is otherwise in conformity with the requirements of this Agreement.

Shareholder shall provide access to the Apartment, as required by the Corporation from time to time, in order to permit the Corporation's architect, engineer, the Managing Agent, the superintendent of the Building, or any other person the Corporation may authorize, to observe and inspect the Work. Shareholder agrees to make all corrections specified by the Corporation as a result of such inspections, provided such corrections are necessary to bring the Work into conformity with the plans and specifications previously approved by the Corporation.

If periodic inspections of the Work are required by the Corporation, the Work shall not proceed without the inspection unless the Corporation's representative fails to inspect the Work within five (5) days after receiving notice of Shareholder's request. The Corporation's failure to inspect shall not be considered a waiver of the Shareholder's obligation to comply with this Agreement and the approved Plans. Prior to the commencement of the Work, the Corporation shall notify the Shareholder as to when inspections will be required.

The Corporation's architect or engineer shall make reasonable efforts to observe the Work within seventy-two (72) hours after receiving Shareholder's request for an observation visit.

3. **Pre-Conditions to Commencement of Work by Shareholder.** Shareholder agrees, before the Work is begun:

- a) **Submission of Contracts.** Upon the request of the Corporation or its architect or engineer, to provide the Corporation with complete and conformed copies of every agreement made with contractors, subcontractors and suppliers;
- b) **Secure and Submit Proof of Needed Governmental Approvals.** If required by laws, rules, orders or governmental regulations, to file plans, forms or applications (including without limitation any asbestos-related forms filed in support of any applications) with, and procure the approval, permits, licenses, consents of all governmental agencies having jurisdiction over the work including, but not limited to, the New York City Buildings Department, the Board of Fire Underwriters and the Landmarks Preservation Commission, if required, and, not more than ten (10) business days after receipt of such approval, to deliver to the Corporation a copy of every permit or certificate issued. The determination of the Corporation's architect or engineer as to the need for any such approval shall be conclusive;

**308 OWNERS CORP. ALTERATION AGREEMENT p. 3**

- c) **Obtain Amended Certificate of Occupancy, If Necessary.** If, under applicable law, the Work requires an amended Certificate of Occupancy for the Building, Shareholder shall (i) indicate on the plans and specifications submitted to the Corporation that an amended Certificate of Occupancy will be sought and (ii) file an application describing the Work with the New York City Buildings Department within thirty (30) days of the Corporation's written approval of such plans and specifications. A copy of any such application shall be simultaneously submitted to the Corporation. If required under applicable law, Shareholder will file an application for an amended Certificate of Occupancy within thirty (30) days after completion of the Work. Shareholder shall diligently pursue obtaining any such amended Certificate of Occupancy and shall keep the Corporation informed of the status thereof on a regular basis. The determination of the Corporation's architect or engineer as to the need for an amended Certificate of Occupancy shall be conclusive.
- d) **Filing:**
- (1) Shareholder shall file the Plans with all proper municipal departments (including, without limitation, the New York Buildings Department, the Board of Fire Underwriters). If required by law, Shareholder shall obtain the approval of the New York Landmarks Preservation Commission for any Alteration(s). Shareholder shall obtain all governmental and other approvals, permits and certificates that may be required. The Managing Agent shall be promptly notified of the Building Permit Number assigned to the Plans and shall be given a copy of the aforementioned approvals, permits and certificates within 10 days of receiving same. If there be any doubt as to the need for such approvals or permits, the Managing Agent, in consultation with the Corporation's architect or engineer, shall be sole arbiter in resolving the doubt.
  - (2) Shareholder shall furnish to the Board a letter from a licensed engineer or architect who certifies that the Alteration(s) will not necessitate the amendment of the Certificate of Occupancy for the Building but can be approved by the Building Department by Building Notice. If the Alteration(s) does require an amendment to the Certificate of Occupancy architect which certifies (i) the Alteration(s) does not violate applicable zoning ordinances, (ii) the Floor Area Ratio (FAR) for the Building is not affected by the proposed Alteration(s) (or, if it is describing how it is affected and certifying that the proposed alteration(s) will not exceed unused FAR for the Building), (iii) the proposed Alteration(s) is in conformity with all applicable codes, rules and regulations affecting the Building including, without limitation, the New York City Building, Electrical, Fire Health, Safety, Asbestos Control and other Codes.

**308 OWNERS CORP. ALTERATION AGREEMENT p. 4****e) Certification:**

- (1) If the Alteration includes any electrical work, Shareholder shall furnish to the Corporation a letter from a registered, licenses electrician, engineer or architect, which certifies that the electrical loads required as result of the Alteration (i) will not exceed the present electrical capacity of the Apartment; and (ii) will not adversely affect the Building's electrical, utility or mechanical service.
- (2) If the Alteration includes any change in the plumbing lines, fixtures or capacity of the Unit, Shareholder shall furnish to the Corporation a letter from a registered, licensed plumber, engineer or architect, which certifies that the plumbing work will not result in (i) a reduction of pressure to other apartments in the Building; (ii) an adverse effect on the Building's plumbing system; and (iii) an overload of the Building's waste lines under any ordinary or reasonably contemplated extraordinary use.
- (3) The licensed architect or engineer shall certify, without qualification:
  1. That the proposed improvements will not exceed the permitted floor load for that portion of the building;
  2. That the plumbing, electrical, heating, ventilation, waste disposal, drainage, and other systems to be installed (if any) will not overburden such existing systems in the unit or in the line of units of which the unit is a part or of the Building generally;
  3. That the proposed improvements will not increase the cost of the Corporation in maintaining the Building nor shall they reduce the useful life of any existing systems in the Building.

**f) Obtain Required Insurance.** Shareholder must provide insurance of the types and in not less than the amounts set forth below with a company or companies satisfactory to the Corporation and licensed to do business in the State of New York. All such policies shall name the Corporation, the Shareholder and the Corporation's managing agent (the "Managing Agent") as additional named insured's. No diminution of the limits of insurance will be permitted. Such insurance shall include:

- (1) **WORKER'S COMPENSATION** as required by all applicable Federal, State or other laws, including Employers Liability in accordance with the statutory requirements of the State of New York together with Disability Benefits Insurance required by the State of New York.

**308 OWNERS CORP. ALTERATION AGREEMENT p. 5**

- (2) COMPREHENSIVE GENERAL LIABILITY including Contractor's Liability and Blanket Contractual Liability (oral or written), all on an occurrence basis with Personal Injury coverage, which shall include mental anguish as well as standard conditions, and Broad Form Property Damage, without any exclusion relating to Explosion, Collapse and Underground Property Damage.
- (3) The policy will contain the "Broad Form Comprehensive General Liability" endorsement in Paragraph 1 in such form; the exclusion pertaining to liability assumed by the Contractor under any contract or agreement (section 11 paragraph B(1) is to be deleted. The completed operations coverage and contractual indemnity coverage are to extend for one year following termination of the work. The policy is also to include (a) Owners Protective Liability Coverage, (b) Knowledge of Occurrence and Notice of Occurrence endorsements and (c) Unintentional Errors and Omissions clause. The policy shall also include coverage with respect to asbestos exposure if the work involves any asbestos-containing material and shall not include a sunset clause without the Corporation's consent.

Limits shall be as follows:

\$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit)

\$1,000,000 COMPREHENSIVE AUTOMOBILE LIABILITY, including non-ownership and hired car coverage as well as owned vehicles.

\$3,000,000 UMBRELLA LIABILITY, BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE COMBINED

1. The Corporation at its sole discretion may set higher limits.
  2. If umbrellas are written in more than one company, any layers above the first one shall follow the form of the Primary Umbrella.
- (4) Prior to the commencement of any Work, detailed certificates of insurance shall be furnished to the Corporation showing that such insurance is in full force and that the premiums due hereunder have been paid. Such certificates shall provide that the said insurance may not be canceled, terminated or modified without thirty (30) days written prior notice thereof to the Corporation. The Contractor shall promptly furnish the Corporation with copies of any endorsements subsequently issued amending insurance coverage or limits.

**308 OWNERS CORP. ALTERATION AGREEMENT p. 6**

- (5) In the event of the failure of the Contractor to furnish and maintain such insurance, the Corporation shall have the right at its option at any time (a) to revoke permission to perform the work and to deny entry into the building of all workers, except that if such workers are escorted by a member of the building's staff, they shall be permitted to remove their tools and supplies, and/or (b) to take out and maintain the said insurance for and in the Corporation's name, the Shareholder's name and the name of the Contractor. The Shareholder agrees to pay the cost thereof and to furnish all necessary information and consents to permit the Corporation to take out and maintain such insurance for the Corporation's account, the Shareholder's account and the account of the Contractor. Compliance with the foregoing requirements to carry insurance and furnish certificates shall not relieve the Shareholder or the Contractor from any liability assumed under any provisions of this Contract.
- (6) The Contractor's insurance policy shall also contain in substance the following endorsement:
- (7) "This insurance shall not be invalidated should the insured waive in writing prior to a loss any or all right of recovery against any party for the loss occurring to the property described herein."
- (8) Nothing in this paragraph shall constitute a waiver of or limitation of any other rights or remedies the Corporation may have for consequential damages or otherwise.
- (9) The Shareholder agrees not to make any claim against or seek to recover from the Corporation, other Shareholders or the Corporation's or other Shareholder's employees, agents or guests for any damage to persons or property by the perils within the scope of the insurance policies required herein unless the loss is due to the carelessness or negligence of such named parties.
- g) **Obtain Contractor Indemnification Agreements.** Prior to commencement of work, shareholder shall obtain Indemnification Agreements, in the form annexed hereto as Rider 1, from each of Shareholder's contractors and subcontractors and shall provide copies of all Indemnification Agreements to the Corporation.
4. **Shareholder to Give Notice of Actual Commencement of Work.** Prior to commencing the Work, Shareholder shall give at least five (5) days' written notice to the engineer and to the superintendent of the Building and to the Managing Agent and to adjoining residents of the date the Work shall commence and the estimated duration of the Work. If the Work set forth herein is not commenced within 30 days after your receipt of a fully executed copy of this Agreement, this Agreement shall be null and void.

**308 OWNERS CORP. ALTERATION AGREEMENT p. 7**

5. **Work Done at Shareholder's Risk.** Any damage to the Apartment or other areas of the Building, including, but not limited to any other apartments the common structure, infrastructure, equipment, elevators, doors and finishes of the Building, caused by or resulting from the Work, shall be covered by the insurance coverage required of Shareholder, or Shareholder's contractor(s) or subcontractor(s), as the case may be. However, the existence of such insurance shall not relieve Shareholder of liability therefor. If the Managing Agent advises Shareholder of any damage, which in the Managing Agent's opinion, was caused by the Work, Shareholder shall promptly submit such claim to their insurance carrier and to their contractor(s) or subcontractor(s) for submission to their insurance carrier, as appropriate. Shareholder agrees to use all reasonable efforts, and to cause the contractor(s) and subcontractor(s) likewise to use all reasonable efforts, to cause any insurance carrier insuring Shareholder or Shareholder's contractors or subcontractors to expeditiously review and settle damage claims for which they are responsible.

6. **Indemnification by Shareholder.** Shareholder hereby indemnifies and holds harmless the Corporation, the Corporation's architect or engineer, the Board of Directors, the Managing Agent, and other Shareholders and residents of the Building against any damages suffered to persons or property as a result of the Work, unless directly caused by the negligence of the Corporation, its agents and/or employees, and for any and all liabilities arising therefrom or incurred in connection therewith. Shareholder shall reimburse the Corporation, the Corporation's architect or engineer, Managing Agent, and other Shareholders and residents of the Building for any losses, costs, fines, fees and expenses (including, without limitation, reasonable attorneys, fees and disbursements) incurred as a result of the Work.

7. **Work Done at Shareholder's Expense.** Shareholder accepts sole responsibility for the Work and for all costs in connection with the Work.

8. **Shareholder to Pay for Corporation's Professional Fees.** If the Corporation obtains legal, engineering or architectural advice either prior or subsequent to granting permission, Shareholder agrees to reimburse the Corporation, on demand, for any reasonable fees incurred, and if permission be granted, then, in any event, prior to commencement of the Work. Shareholder understands and agrees that all costs of labor, equipment and materials incurred by the Corporation, shall be charged to Shareholder. Any such charges shall be billed monthly.

9. **Shareholder's Contractor to Cooperate with Building Labor.** All of Shareholder's contractors and subcontractors shall employ only such laborers as shall not conflict with any of the local regional trade unions employed in the Building or otherwise cause disharmony with any Building service union.

**308 OWNERS CORP. ALTERATION AGREEMENT p. 8**

---

10. **Shareholder's Responsibility for Consequences of Work.**
- a) Shareholder assumes all risks of damage to the Building and its mechanical or electrical systems, and to persons and property in the Building, which may result from or be attributable to the Work being performed hereunder. Shareholder assumes all responsibility for the maintenance and repair of any alterations and installations in the Apartment after completion. This responsibility covers all aspects of the Work, whether or not structural, including without limitation, weather tightness 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, Shareholder shall, when so advised, promptly remove the cause of the problem.
  - b) If the Alteration(s) involve the modification of the existing electrical, plumbing, ventilation, waste removal or heating systems in any way, you shall assume responsibility (i) for the adequacy of the equipment substituted for the present equipment, in order to heat the Unit properly and in accordance with the policy of the Corporation and (ii) for any damage or adverse affect to the supply of heat, electricity, water, air circulation or waste removal to other portions of the building.
  - c) All risks of damage to the Building, any apartment in the Building, any systems and components of the Building, or to persons or property in or around the Building which may, directly or indirectly, result from or be attributable to the Alteration, and all responsibility for the maintenance, repair or replacement of the Alteration after completion are and will be assumed by your, and you agree that this responsibility shall, without limiting the foregoing, cover all work, whether structural or non-structural, the weather tightness of windows, exterior walls and roofs, waterproofing of every part of the Building directly or indirectly affected by the Alteration, and the maintenance and performance of all heating, plumbing, air-conditioning and other equipment previously installed or installed or altered pursuant to this agreement. If the operation of the Building or any of its equipment is adversely affected by the Alteration, you shall, when so advised, promptly correct the problem at your sole cost and expense, in the manner required by the Corporation, or at the Corporation's option, reimburse the Corporation for any expense incurred by it in correcting such problem.
  - d) The Shareholder agrees that no air-powered tools or pneumatic jackhammers or electrical hammer equipment will be used, and no copper tubing will be used where plumbing is concealed, without written approval of the Board, which approval is beyond the scope of, and in addition to, the approval granted in this Agreement. The Shareholder further agrees that no materials will be placed or hoisted on top of any elevator cables. No alterations of any common areas are authorized unless specifically provided for herein.

**308 OWNERS CORP. ALTERATION AGREEMENT p. 9**

- e) Should the Alteration involve the enclosure of any heat or water pipes, or in any other way limit access to these pipes and if, in the future, the Corporation has cause to damage or remove these impediments for the purpose of repair to said pipes or for any other purpose, you shall pay for any extraordinary expenses the Corporation may incur in removing these impediments, and you shall assume all costs in restoring same. If shut-off valves do not exist for this area, same should be provided by the Shareholder at the time of the Alteration.

11. **Shareholder's Work Not to Change Building Temperature Control System.** Shareholder recognizes that there will be no change in the operation of the Building's heating system (or air-conditioning system, if any) to facilitate the functioning of any heating or air-conditioning apartments Shareholder may be installing.

12. **Demolition.** Any and all demolition work performed as part of this alteration project must be completed within ten (10) consecutive working days or such other period as you, in writing designate. Violation of this section will be subject to the liquidated damages.

13. **Suspension of Work.** The Corporation shall have the right to stop the work, cure any default and be reimbursed for its expenses without any liability to the Corporation, if:

- a) The Corporation determines that the Alteration unduly interferes with the rights of the Corporation or with the rights of any shareholders or other occupants of the Building, including, without limitation, their right of quiet enjoyment of their respective apartments;
- b) The Shareholder fails to comply with any provisions of this Agreement;
- c) The Shareholder defaults under the Proprietary Lease, House Rules or By-laws of the Corporation, or;
- d) The Shareholder's contractor(s), subcontractor(s) and/or workers exhibit improper behavior including, but not limited to excessive noise or failure to follow instructions of the Building Superintendent with respect to access to the Building.

All workmen shall be supervised on site by a foreman capable of communicating with the Building Superintendent or Managing Agent in English. All workmen shall provide the Building Superintendent with a list of the names and other identification material, if requested. All workmen must sign in and out and indicate how long they will work.

14. **Deadline for Shareholder's Work and Consequences of Failing to Meet It.** Shareholder shall use its best efforts to ensure that the proposed Work is completed expeditiously, but in any event all Work shall be completed by the Completion Date, except solely decorative projects such as installation of carpeting, painting and wall papering.

**308 OWNERS CORP. ALTERATION AGREEMENT p. 10**

Upon Shareholder's written request (which request shall be submitted to the Corporation at least ten (10) calendar days prior to the Completion Date), the Completion Date shall be subject to not more than two extensions of thirty (30) calendar days upon the Corporation's written approval, which approval shall not be unreasonably withheld or delayed. Shareholder shall, before any continuation period begins, provide the Corporation with the written reaffirmation of Shareholder and Shareholder's contractors of their continued agreement with all terms and Conditions of this Agreement. If the Work shall not have been completed by the Completion Date, as extended, the Corporation shall have the right to charge the Shareholder liquidated damages for the delay by giving the Shareholder written notice that unless the Work is completed within ten (10) days thereafter (the "Liquidated Damages Date"), the Corporation shall charge the Shareholder and shall be entitled to apply from the funds provided pursuant to paragraph 12 of this Agreement the sum of \$250.00 per day for each additional calendar day the Work remains uncompleted up to and including thirty (30) such days beyond the Liquidated Damages Date as liquidated damages and not as a penalty to compensate the Corporation for the costs and inconvenience of the continuation of the Work.

If consent to an extension is not granted, but the Work nonetheless continues, the Corporation shall be entitled to apply from the funds provided pursuant to paragraph 16 of this Agreement the amounts set forth in the preceding sentence without prejudice and in addition to all other remedies.

If the funds provided pursuant to paragraph 14 are fully applied, Shareholder agrees to pay all amounts due under this paragraph to 308 Owners Corp. in weekly installments, and Shareholder agrees that any consent granted by the Corporation under this paragraph 14 may be revoked by the Corporation immediately if Shareholder fails to comply with the payment requirements of this paragraph or any other requirements of this Agreement.

All time limitations set forth in this paragraph 14 shall be extended for delays caused by (a) failure of the Managing Agent and the Building staff to inspect the Work within the time periods set forth in this Agreement or resulting from the Corporation's failure to provide services necessary for the completion of the Work, such as elevator service, and (b) delays caused by or attributable to acts of God, unusual weather conditions or strikes not attributable to Shareholder's or Shareholder's contractors, or other agents, bad faith, but in no event shall such permitted extensions exceed \_\_\_\_\_ (\_\_\_\_) days.

15. **Work Hours, Noise and Deliveries.** The Work shall not be performed, except between the hours of 9:00 a.m. and 4:00 p.m. Monday through Friday. The Work shall not be performed on Saturdays, Sundays and holidays. The Corporation shall be the sole arbiter should there be any doubt as to noise levels, which may be disturbing. No Work (except that which is of a decorative nature, such as painting or the hanging of wallpaper) shall commence between November 15 of any year and January 15 of any year. All deliveries relating to the Work shall be made through the service entrance located on the east side of the Building through the basement. There are 12 steps from street level to the basement. Shareholder acknowledges and will advise its contractors that both Building service elevators will be *out of service* each day from 12:00 pm – 1:00 pm.

**308 OWNERS CORP. ALTERATION AGREEMENT p. 11**

16. **Shareholder's Security Deposit.** As security for the faithful performance and observation by Shareholder of the terms and conditions of this Agreement, Shareholder has deposited the sum indicated in paragraph 1(b) with the Corporation. In the event that the Shareholder or persons engaged by the Shareholder to perform the Work, cause loss, cost or expense to the Corporation, including without limitation any loss, cost or expense arising from or relating to:

- a) the fees of the Corporation's architect or engineer to review the plans and specifications or to review from time to time the progress of the Work;
- b) the fees of the Corporation's attorneys engaged in the event of Shareholder's breach or alleged breach of the provisions of this Agreement, or otherwise in connection with the Work;
- c) damage to the tile floor or wallpaper in the Building's hallways or to any common element (including without limitation, the cost of cleaning, shampooing, painting or repairing the same if soiled or otherwise damaged),
- d) delays in completion of the Work, as more specifically referred to in Paragraph 14 of this Agreement, or
- e) any other expenses incurred by the Corporation in connection with any complaints or breach of this Agreement,

Shareholder agrees that the Corporation may use, apply or retain the whole or any part of the security so deposited and the interest earned thereon, if any, to the extent required for the payment thereof. If the deposit is diminished by one-half of the original amount, Shareholder shall replenish it to the full amount within (3) days after written demand. Shareholder's failure to so replenish the security deposit shall be a material breach of this Agreement and shall entitle the Corporation to stop all work hereunder, and/or exercise any remedies it has hereunder.

If Shareholder shall comply with all of the terms and conditions of this Agreement, the security deposit or remaining balance thereof, if any, shall be returned to Shareholder.

17. **Certain Precautions To Be Taken By Shareholder.** Shareholder will take or cause their contractors to take all precautions necessary to prevent injury to the floors and wallpaper in the Building's hallways, elevators (including the doors and appurtenances) and to other common areas during the progress of the Work.

18. **Prohibited Construction Methods.** Shareholder will not interfere or permit interference with the Building's intercom system, gas, electric or any other service (this includes a prohibition on moving any existing gas lines or causing any gas lines to be shut down, even temporarily).

19. **New Valves to Remain Accessible.** Shareholder agrees that all water, steam, and gas valves will be reasonably accessible.

**308 OWNERS CORP. ALTERATION AGREEMENT p. 12**

20. **Exterior Walls to Remain Intact.** Except as specifically approved by the Corporation's architect, Shareholder agrees that exterior masonry walls shall not be penetrated. Any such penetrations shall be limited to penetrations made in connection with the installation of air conditioning sleeves or similar HVAC equipment. In the event that Shareholder shall cause to be made any penetration in the exterior masonry walls of the Building, Shareholder (as well as Shareholder's successors and/or assigns) shall indemnify the Corporation, its Board of Directors, shareholders and agents from any costs or damage relating to, resulting from or caused by the penetration to the exterior masonry walls.

21. **Use of Public and Common Areas During Work.** Shareholder will not allow the sidewalks, courtyards and other public areas to be used for the storage of building materials or debris and agrees that the floor of the back halls to be used in connection with the Work will be covered with construction paper during the Work. If the Work mars or damages the back hall, stairs, or elevators, the Corporation may repair them at Shareholder's expense upon the completion of the Work if Shareholder shall fail to promptly to do so and Shareholder shall promptly pay all reasonable bills for such repairs.

22. **Shareholder to Maintain Certain Safety Precautions.** Shareholder agrees that functioning fire extinguishers and smoke alarms will be maintained in the Apartment during the work. Shareholder understands and agrees that window guards must be installed as required by law if a child or children ten (10) years old or under resides in the Apartment.

23. **Fire Exits to Remain Accessible.** Shareholder agrees that the Work shall not block access to any fire exits in the Building.

24. **Shareholder to Control Refuse, Dirt, Dust, etc.** All precautions will be taken by Shareholder to prevent dirt and dust from permeating other parts of the Building during the progress of the Work. 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 Apartment at Shareholder's expense. Shareholder recognizes that only the service elevator may be used for such removal and only at such times as the superintendent of the Building may direct. Shareholder shall not permit any dumpster or garbage container to be left overnight in front of the Building and shall not permit any dumpster or garbage container to be left for more than five (5) consecutive days at the sides of the Building. Notwithstanding the foregoing, the placement of any dumpsters must comply with all governmental regulations, including without limitation, obtaining any necessary permits.

25. **Shareholder to Reopen Enclosed Areas.** If any portion of the Work should be enclosed contrary to the provisions of this Agreement, if requested in writing by the architect or engineer, such portion shall be uncovered at Shareholder's expense for observation. Such enclosure shall be opened and replaced at Shareholder's expense.

**308 OWNERS CORP. ALTERATION AGREEMENT p. 13**

26. **Shareholder to Deliver Certificates.** Promptly after the completion of the Work, Shareholder shall deliver to the Corporation: (a) an amended Certificate of Occupancy and a certificate of the Board of Fire Underwriters, if either be required, (b) such other proof as the Corporation may reasonably require to establish that the Work has been done in accordance with all applicable laws, ordinances and government regulations, and (c) a statement from the architect or engineer who signed Shareholder's original plans that the Work has been executed in conformance with those plans. As long as the Shareholder complies with this Agreement and there is no cost or other obligation to the Corporation, the Corporation shall execute the forms required by the government entity having jurisdiction over the Building in order to permit the Work to proceed.

27. **Shareholder to Comply with Laws, etc.** Shareholder shall not do or permit any act or thing to be done contrary to law, or which will invalidate or be in conflict with any provision of any liability, multi-peril casualty or other insurance policies carried by Shareholder or for Shareholder's benefit.

28. **Shareholder to Correct Work Rejected by the Corporation.** Shareholder shall promptly correct all parts of the Work (whether or not such work is fabricated, installed or completed) rejected by the Corporation because of its failure to conform to the plans and specifications previously approved by the Corporation or with the requirements of this Agreement or the laws, rules, orders or regulations of any governmental authority having jurisdiction over the Building or which violates any policy of insurance maintained by the Corporation. Shareholder shall bear all costs of correcting such rejected parts of the Work, including the compensation for additional services of any architect or engineer made necessary thereby.

29. **Responsibility of Shareholder and Shareholder's Successor in Interest.**

- a) Shareholder agrees that the responsibility for maintaining and repairing the Work remains with Shareholder and Shareholder's successor-in-interest in residence in Shareholder's apartment, including, but not limited to, the cost of removing or reinstalling all or any part of the Work.
- b) If the Work involves changes to the plumbing lines servicing the Apartment, Shareholder agrees that Shareholder and Shareholder's successor-in-interest shall be fully responsible for the future repair and maintenance of the plumbing lines servicing Shareholder's apartment and any equipment installed as part of the Work, including without limitation, any and all costs relating to leakage and/or seepage in Shareholder's apartment and/or adjacent apartments. In the event that there is a complaint concerning noise, vibration or exhaust heat from any equipment installed by Shareholder, Shareholder shall, after notice, make immediate repairs or adjustments to eliminate the cause of the complaint and if this is not possible, to remove any such equipment promptly upon order of the Corporation.
- c) Shareholder or Shareholder's successor-in-interest i) shall advise each subsequent purchaser of the Corporation's shares appurtenant to the Apartment

**308 OWNERS CORP. ALTERATION AGREEMENT p. 14**

- d) (a "Purchaser") of the Work undertaken by the Shareholder and the Purchaser's obligations under this Agreement; ii) shall provide copies of the Plans and this

Agreement to each Purchaser; and iii) waive any claim or cause of action against the Corporation, the Board of Directors or the managing agent of the Building, for advising a potential Purchaser of the obligations of the owner of the Apartment under this Agreement.

**30. Liability of Shareholder and Shareholder's Successor-in-Interest.**

Shareholder further agrees that Shareholder and Shareholder's successor-in-interest in residence in the Apartment shall bear any and all costs for any plumbing leaks or other conditions which cause damage to adjacent apartments or other apartments in the Building, if such leakage or damage results from alterations made or equipment installed as part of the Work.

**31. Hazardous Material.** Shareholder shall comply with all federal, state and local laws, rules and regulations pertaining to asbestos and other hazardous material, as the same have been or may be promulgated, supplemented or amended from time to time prior to and during the abatement-work. In addition, Shareholder agrees to indemnify the Corporation for any and all loss, costs, expenses (including without limitation reasonable attorney's fees and disbursements), damages, liabilities or fines: (i) arising from failure by Shareholder or any consultant or contractor retained by Shareholder to fully conform to all of the foregoing, or (ii) incurred by the Corporation in the defense of any suit, action, claim or violation in connection with the abatement-work.

**32. Work is of Shareholder's Sole Design.** Shareholder recognizes that by granting consent to the Work, the Corporation does not express any opinion as to the design, feasibility or efficiency of the Work.

**33. Miscellaneous.** This Agreement may not be changed orally. This Agreement shall be binding on legal representatives, successors and authorized assigns. Captions are for the purposes of convenience of reference only and are not to be considered in interpreting this Agreement.

**34. Shareholder's Breach and Corporation's Remedies.** SHAREHOLDER'S FAILURE TO COMPLY WITH ANY OF THE PROVISIONS HEREOF SHALL BE DEEMED A BREACH OF THE PROVISIONS OF THE LEASE, PURSUANT TO WHICH THE CORPORATION'S CONSENT HAS BEEN GRANTED, AND, IN ADDITION TO ALL OTHER RIGHTS, THE CORPORATION MAY ALSO SUSPEND ALL WORK AND PREVENT WORKMEN FROM ENTERING SHAREHOLDER'S APARTMENT FOR ANY PURPOSE OTHER THAN TO REMOVE THEIR EQUIPMENT. IN SUCH EVENT, THE CORPORATION MAY ALSO REVOKE PERMISSION FOR SHAREHOLDER TO UNDERTAKE THE WORK. ANY DEVIATION FROM THE WORK APPROVED IN THIS ALTERATION AGREEMENT SHALL VOID IN ITS ENTIRETY THE PERMISSION GRANTED HEREIN.

**308 OWNERS CORP. ALTERATION AGREEMENT p. 15**

35. **Smoke Detectors and Window Guards.** Shareholder shall have smoke detectors installed within 15 feet of every sleeping area on the ceiling or wall pursuant to Local Law 62 of 1981 of the City of New York, and Shareholder shall install window guards if a child or children 10 years old or under lives or resides in the Apartment pursuant to Section 131.15 of the New York City Health Code.

36. **Permission.** By executing this Alteration Agreement the Corporation is granting permission to the Shareholder to perform the Work pursuant to the Plans and this Agreement, as amended. This permission can be revoked at any time on written notice to the Shareholder as a result of Shareholder's or its agents' violation of the terms of this Agreement. The Corporation also agrees to perform its obligations under this Agreement.

37. **Paint and Debris Containment - Lead Based Paint.** The Shareholder shall cause the Shareholder's 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. The Shareholder shall receive assurances acceptable to the Corporation from the Shareholder's contractors and/or workers that they have knowledge of lead-based paint hazards, are trained in lead safe practices and they will perform the work and clean-up the work in a manner which will avoid creating lead-based paint hazards.

The Federal Task Force on Lead-Based Paint Hazard Reduction has recommended certain maintenance practices during the work, including: (1) limiting access to the work area to only workers, (2) covering the work area with polyethylene plastic or equivalent, (3) protecting the workers, (4) protecting the Shareholder's belongings by covering or removing them from the work area, (5) wetting the painted surfaces before disturbing the paint and (6) wetting the debris before sweeping. The Task Force has indicated that certain removal practices are unsafe, including (1) open flame burning, (2) power sanding or sandblasting (unless a special vacuum attachment is used to contain dust), and (3) dry scraping more than a *de minimis* surface area (*de minimis* means an area of less than one square foot per room). The Shareholder shall cause the Shareholder's contractors and/or workers to perform their work consistently with the recommendations of the Task Force and shall upon completion of the work perform specialized cleaning of the work area using methods designed to safely remove dust and debris which may contain lead. The Shareholder shall also cause the Shareholder's contractor and/or workers to comply with the Dust Maintenance Procedure as set forth below.

Shareholder and its contractor and subcontractor(s) shall comply as applicable with all federal, state and local laws and implementing regulations, regarding lead-based paint hazards, including without limitation, the New York City Childhood Lead Poisoning Prevention Act of 2003, Chapter 11 Title 28 of the Rules of the City of New York (the "HPD Rules"), and 40 Code of Federal Regulations 745. These rules concern precautions in preventing spreading dust and debris, work rules, testing, notification to other residents, and retention of records by owner of the Apartment. This Agreement is intended to and hereby does allocate complete responsibility for compliance with HPD Rules as regards the Apartment to the Shareholder. Upon request, Shareholder or its, his or her successor shall provide to the Corporation documentation and evidence of compliance with the HPD Rules. Shareholder hereby agrees to defend, indemnify, and

**308 OWNERS CORP. ALTERATION AGREEMENT p. 16**

hold harmless the Corporation, its directors and managing agent, and all building residents from any claims or costs arising from their violation of the applicable rules and laws regarding lead-based paint hazards including, but not limited to, the HPD rules.

Shareholder shall apply for the exemption from presumption of lead based paint, as provided in Sec. 11-08 of the HPD Rules and furnish the Corporation with a copy of Shareholder's application and the exemption granted by the City of New York.

The Shareholder's contractor shall, no more than sixty (60) days prior to beginning renovation activities in the Apartment, provide the Shareholder with the Environmental Protection Agency (the "EPA") pamphlet entitled "Protecting Your Family from Lead in the Homes," (the "Pamphlet"). If the Apartment is occupied by other than the Shareholder, the contractor shall provide the occupant with the Pamphlet. The contractor shall be responsible for obtaining the Shareholder or occupants' written acknowledgement of receipt of the Pamphlet or a certificate of mailing evidencing same. The Shareholder hereby acknowledges that the Corporation has no liability or obligation in connection with this notification requirement of the EPA.

38. **Demolition.** The Shareholder agrees to give the building superintendent, the Managing Agent and the owner of adjacent apartment telephone notice at least three (3) working days prior to the date any demolition is scheduled to commence. **The Shareholder acknowledges that any and all demolition work will be done only between the hours of 10:00 a.m. and 4:00 p.m., Monday through Friday and must be completed within ten (10) consecutive working days from its commencement unless otherwise approved in writing by the Corporation.** The Shareholder further agrees to cause its contractors and/or workers to comply in all respects with the requirements set forth below including but not limited to Shareholder's obligations to comply with all federal, state and local laws, and implementing regulations, regarding lead-based paint hazards and to indemnify the Corporation for any violations thereof, as set forth below. The Shareholder understands that such demolition work or any work may be halted at any time if, in the Corporation's sole discretion, the Corporation shall determine that such work is excessively noisy or creates undue hardship for any other shareholder(s) or occupants; however, the Shareholder may recommence the work if the Shareholder ameliorates such situation.

39. **Dust Maintenance Procedure.** In connection with any demolition, the Shareholder shall comply, and cause its contractors/workers to comply, with the following procedure:

❖ **Equipment**

- Polyethylene sheeting: Provide 6.0 mils thick minimum flame-resistant polyethylene sheeting that conforms to requirements set by the National Fire Protection Association Standard 701, Small Scale Fire Test for Flame-Resistant Textiles and Films. Provide largest size possible to minimize seams.
- Reinforced Polyethylene Sheeting: Provide 10 mils thick minimum translucent, nylon reinforced or woven polyethylene, laminated flame-resistant, polyethylene

**308 OWNERS CORP. ALTERATION AGREEMENT p. 17**

- Film that conforms to requirements set forth by the National Fire Protection Association Standard 701, Small Seale Fire Test for Flame Resistant Textiles and Films. Provide largest size possible to minimize seams.
- Duct Tape: Provide duct tape in 2" or 3" width as indicated, with an adhesion which is formulated to stick aggressively to sheet polyethylene.

**❖ Construction of Dust Control Work Areas**

- Complete isolate work areas from other parts of the building so as to prevent dust or debris from passing beyond the isolated area.
- Install an exhaust fan, which must develop not less than 0.125" static pressure, which shall be operated during the drying of paint or staining operations until midnight.
- Individually seal all ventilation openings (supply and exhaust), doorways, windows, connector and other openings inside the work area with duct tape alone or with polyethylene sheeting at least 6 mil in thickness, taped securely in place with duct tape. Maintain seal until all work is completed. Take care in sealing of connector to avoid melting or burning of sheeting.
- Cover tile floors in public hall with one (1) layer of reinforced polyethylene sheeting at least 10 mils in thickness. Place corrugated cardboard or "Masonite" sheets on top of the polyethylene sheeting.
- Sheet Plastic: Protect surfaces on the work area with one (1) layer of plastic sheeting on floor and walls.
- Cover floor of the work area with one (1) layer of polyethylene sheeting, each at least 6 mils in thickness, turned up walls at least 12 inches. Form a sharp right angle bend at junction of floor and wall so that there is no radius, which could be stepped on causing the wall attachment to be pulled loose. Duct tape all seams in floor covering. Locate seam in top layer six feet from, or a right angle to, seam in bottom layer. Install sheeting so that top layer can be removed independently of bottom layer.
- Cover all perimeter walls in work area with one layer of polyethylene sheeting, at least 6 millimeter in thickness, mechanically supported and sealed with duct tape (overlap sheets 4" - 6") in the same manner. Tape all joints including the joining with the floor covering with duct tape.
- In extreme dust situations, at the discretion of the managing agent or superintendent, a dust control enclosure shall be constructed at the entrance to the work area. The dust control enclosure shall have a flap opening (of at least 5' high x 3' wide) in one vertical side of the enclosure by sealing an extra layer of polyethylene sheeting with duct tape to the topside of the enclosure.

**308 OWNERS CORP. ALTERATION AGREEMENT p. 18**

- At the discretion of Management or Superintendent, foam sealant or similar product may be used in pipe chases or other slab penetrations so as to minimize traveling dust or debris.

40. **Heating Equipment.** In the event that the Work requires the modification or change in any room size, radiator cover, or radiator location, the resulting capability in each room, shall not be less than the radiation per square foot, which existed in such room prior to the Work. Neither the Corporation nor its agents shall have any responsibility for defective or inefficient performance of the radiation resulting from or provided by, the Work. There shall be no modification or change in the operation of any central heating or cooling systems servicing the Building to facilitate the operation or functioning of any heating or cooling equipment constituting any part of the Work. No enclosures shall be installed which may, or interfere with access to any valves or traps, or to valves or traps which may be replaced, modified or installed by the Corporation at any time hereafter.

41. **Penetrations to be Sealed.** Shareholder is required to deal all openings, which are created or uncovered by the Work. The Corporation, through its managing agent, shall be given an opportunity to inspect all openings that are created or uncovered to ensure that they have been properly sealed before they are obstructed by any portion of the Work.

42. **Replacement of Fixtures, Faucets or Shower Bodies.** In the event that the Work includes the replacement of any fixtures, faucets or of a shower body, Shareholder will be required to have a walk-through inspection with the Corporation's superintendent and the Corporation's architect or managing agent prior to the removal of the original fixtures, faucets or of a shower body. Upon the completion of the walk-through inspection Shareholder will be required to execute a written statement (Rider #4) acknowledging the sufficiency of the water pressure to the original fixtures and faucets. Copies of cut sheets and/or specifications will be required for any proposed replacement of any fixtures, faucets or of a shower body. All branch-line piping that is replaced between a water riser and any apartment fixtures, including, but not limited to sinks, basins, toilets, faucets or shower bodies are to be replaced with ¾" piping. All valves are required to be replaced with American-made ball valves.

Where Shareholder is renovating or remodeling: Shareholder must use a tank toilet - no flush-o-meters shall be installed. Shareholder must use thermostatic shower valves with separate on/off valves (no mixing valves shall be installed). Shareholder must use faucets with separate hot and cold levers - no single lever faucets shall be installed in any bathrooms or kitchens.

**308 OWNERS CORP. ALTERATION AGREEMENT p. 19**

43. **Plumbing Replacements/Replacement of Branch Lines.** Shareholder must replace all relevant branch lines when renovating a kitchen or bathroom. Branch lines include any connected drains, i.e.: tub or shower drain.

At the time that Shareholder replaces any branch lines, the Corporation shall replace the cold-water riser, if original to the Corporation. Shareholder is required to execute the Riser Replacement Policy & Procedure annexed hereto as Rider No. 5.

All branch line piping are to be "L" copper  $\frac{3}{4}$ " joined with lead free solder, new from stack to fixtures. All waste and vent laterals are to be schedule 40, no-hub cast iron, joined with stainless steel/neoprene couplings, new from the stack to the fixture. In the event that Shareholder is renovating the kitchen or bathroom as a part of the Work, Shareholder shall be obligated to replace the hot and cold water branch lines servicing the subject kitchen or bathroom with  $\frac{3}{4}$ " branch line piping (which shall include lines servicing the tub and sink drains. Additionally, in the event that any portion of the Work includes the removal of any bathroom fixtures, Shareholder will be required to provide a water pressure affirmation in the form annexed hereto as Rider No. 4.

44. **Floor & Wall Tile Requirements.** In the event that the Work includes the replacement of any kitchen or bathroom floor tiles, Shareholder is required to place an approved soundproof and waterproof membrane beneath the tiles. The following materials have been approved:

- Laticrete 9235 – waterproofing membrane
- Laticrete 18 – soundproofing membrane

PLEASE NOTE: The Corporation doesn't permit the installation of tile over tile for floors or walls.

45. **Wood Floor Replacement.** In the event that the Work includes the replacement of any floors in the Apartment, soundproofing measures shall be required (such as the installation of a floor muffler underlayment from Diversified Foam Products, Inc. or other similar material). The specific material, which will be used, must be specified in the Shareholder's scope of work.

46. **Installation of Through-the-Wall Air Conditioning Units.** If you are installing through-the-wall air conditioning units, you shall cause the following to be performed:

- a) All approved work MUST be performed by Stanley Ruth Co.
- b) The sleeve must be pitched to allow for drainage and adequately waterproofed.
- c) The exterior grille color must match the color of the brick.
- d) Said units will not project beyond the Building façade and that they be in line with other units already installed. The exterior grilles will be flush with the brickwork of the Building and properly waterproofed.

**308 OWNERS CORP. ALTERATION AGREEMENT p. 20**

- e) Grills, bolts, and screws used in the installation shall be of non-corrosive material so as to prevent any staining of the Building or corrosion.
- f) The installation, including electrical wiring shall be in accordance with the requirements of the Corporation and the New York City Department of Buildings.

Shareholder shall be fully, completely and solely responsible for the maintenance, repair and replacement of the sleeve and for any damage to the Building caused by the improper installation, maintenance or repair of the sleeve. Shareholder shall abide by the Corporation's requirements and restrictions with respect to the installation of HVAC system.

No *through the wall units* may be installed where there is limestone or terracotta decoration on the Building façade. No combination units are permitted, except where there is a single window with an existing radiator, with approval by the Corporation. On the East, West and South facades, where there is a double window, the air conditioner sleeve is to be installed directly under one of window and a smaller steam radiator shall installed under the other window and tied into the Corporation's existing system. On the North façade, the air conditioner sleeve must be centered between the double windows with the radiator on one side or the other. All North façade sleeves must "line up" on the outside of the building as viewed from the street.

**47. Installation of Windows.** Any windows that you install must comply with the following specifications:

- a. Skyline Windows, Inc. must perform all approved window replacements.
- b. Provide and install windows to fit the openings in accordance with the submitted specifications. These windows shall have a finish coat to match the Building's exterior windows in color and comply with regulations set forth by Landmarks Preservation Commission, where applicable.
- c. Install new frames in masonry openings set true and plum and anchor to masonry.
- d. Caulk exterior perimeter between new frames and masonry with butyl type compound applied with hand pressure gun and towel off neatly.
- e. Shareholder shall be fully, completely and solely responsible for the maintenance, repair and replacement of the newly installed windows and for any damage to the Building caused by the improper installation, maintenance or repair of the newly installed windows.

**308 OWNERS CORP. ALTERATION AGREEMENT p. 21**

48. **Radiators.** The Corporation will NOT approve the removal of radiators from the apartment, except where:

- a. The Shareholder has received approval to install a combination heating and air conditioning ventilation unit in accordance with Paragraph 46
- b. The Shareholder has a freestanding bathroom radiator, not a heat riser, and plans to remove it and install an electric radiant heat floor mat. The Shareholder must provide the following for approval:
  - i. Installation and waterproofing specifications
  - ii. A licensed plumber must remove the radiator and cap both branch lines at the steam riser
  - iii. A licensed electrician must install the radiant heat under the new tile or stone floor along with a GFCI protected circuit to the radiant heat mat

49. **Gas Lines.** Shareholder shall not move, nor allow to be moved, any gas lines servicing the Apartment, including those in the basement. However, with the prior written consent of the Corporation, a Shareholder may authorize Con Edison to permanently cap the gas line servicing the Apartment.

50. **Prohibition Against Installation of Washing Machines and Dryers.** Shareholder shall not install a washing machine or clothes dryer in the Apartment as a part of the Work or otherwise.

51. **Prohibition Against Installation of Garbage Disposals.** Shareholder shall not install a garbage disposal in the Apartment as a part of the Work or otherwise.

52. **Prohibition Against Installation of Exterior Vented Stove Hoods.** Shareholder shall not install a stove hood which vents through the façade of the Building in the Apartment as a part of the Work or otherwise.

53. **Mounted Televisions and Audio Equipment.** Shareholder shall not mount or install any television or audio equipment on a common wall between apartments unless the wall has been soundproofed as a part of the Work. A licensed professional must submit specifications for soundproofing for approval by the Corporation

54. **Wet over Dry.** The Corporation does permit alterations, which would result in wet spaces (kitchens or bathrooms) being installed over dry spaces (bedrooms, living rooms, dining rooms, etc.), with written permission of the Corporation. A licensed professional must submit specifications for waterproofing and soundproofing for approval by the Corporation.

55. **Green Building Materials.** The Corporation requires the use of non-toxic building materials that are certified safe, environmentally friendly and sustainable where possible. Low or no VOC paint, adhesives and polyurethane are required.

**308 OWNERS CORP. ALTERATION AGREEMENT p. 22**

56. **Bath liners and fitters.** The Corporation does not permit the use of bath liners or fitters, such as, acrylic bathtub liners or enclosures, wall liners and other similar products that prevent access to the Corporation pipes.

Very truly yours,

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Shareholder

CONSENT TO ALTERATION GRANTED:

308 OWNERS CORP.

By: \_\_\_\_\_  
For 308 Owners Corp

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

/569238

Issued: 051413; 071113

**308 OWNERS CORP. ALTERATION AGREEMENT p. 23**

**RIDER 1 TO ALTERATION AGREEMENT -  
CONTRACTORS INDEMNIFICATION AGREEMENT**

\_\_\_\_\_ (the "Contractor") hereby agrees to the following in connection with the performance of certain work at the building located at 308 East 79th Street, New York, NY (the "Building"):

Contractor shall be obligated to have for itself, and shall have the responsibility of confirming that it and any and all subcontractors and sub-subcontractors have the insurance and certificates in accordance with the requirements provided to it by \_\_\_\_\_ in connection with the work at the Building.

Contractor agrees, to the fullest extent permitted by law and at Contractor's own cost and expense, to assume the entire responsibility and liability for the defense of and to pay and indemnify and hold 308 Owners Corp. (the "Corporation"), its managing agent, and their respective officers, directors, shareholders, employees, servants, representatives, and agents harmless against any loss, cost expense, liability or damage and to hold each of them harmless from and pay any loss, cost, expense, liability or damage (including without limitation, statutory liability, judgment, attorney's fees, court costs and the cost of appellate proceedings) because of sickness, injury to or death of any person or on account of damage to or destruction of property, including loss of use thereof, or due to mold, or any other claim arising out of, in connection with, or as a consequence of the performance of the services at the Building or the furnishing of the equipment and supplies at the Building and/or any acts or omissions of Contractor or any of its officers, directors, employees, agents, subcontractors, or anyone directly or indirectly employed by Contractor or its subcontractors or anyone for whom it may be liable as it relates to the scope of such work at the Building and shall not be limited in any way by an amount or type of damages, compensation or benefits payable under any applicable Workers Compensation, Disability Benefits or other similar employee benefits acts.

Such obligations shall not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party and person, described herein. Contractor agrees to waive its right of subrogation against the Corporation, its directors, officers, employees, servants, representatives and agents applicable to any claims brought by the Contractor's employees. The provisions hereof shall survive the expiration or sooner termination of the work and the agreement between Contractor and \_\_\_\_\_.

Acknowledged and Agreed:

\_\_\_\_\_ [INSERT CONTRACTOR ENTITY]

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

Name:

Title:

**308 OWNERS CORP. ALTERATION AGREEMENT p. 24**

**RIDER 2 TO ALTERATION AGREEMENT - INDEMNIFICATION AGREEMENT**

This Rider will be addressed to apartments adjacent to the apartment under construction; two floors above and two floors below.

Dear \_\_\_\_\_:

In accordance with the Agreement I have entered into with 308 Owners Corp. concerning the alterations I wish to perform in my apartment, I advise you as follows:

1. Alterations will be performed in my apartment commencing on or about \_\_\_\_\_ . The Agreement with the building permits me \_\_\_\_\_ calendar days to complete the alterations.
2. I hereby agree to indemnify you for any damage whatsoever to your apartment caused by the alterations I make to my apartment. I agree to pay for the reasonable cost of repair of such damage performed by contractors of your choice. Or, at your option, I will have my contractors repair the damage at my cost.
3. In order to take advantage of this Agreement, you must permit my designated representatives to inspect your apartment prior to the commencement of my alterations. Please call me at \_\_\_\_\_ to arrange the inspection. You must also permit my designated representative to inspect any damage you claim my alterations have caused.

Very truly yours,

\_\_\_\_\_  
Signature of Shareholder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Shareholder Phone Number

\_\_\_\_\_  
Apartment number

**308 OWNERS CORP. ALTERATION AGREEMENT p. 25**

---

**RIDER 3 TO ALTERATION AGREEMENT - ASBESTOS**

2

---

1. Tenant-shareholder shall comply with the requirements of Local Law No. 76 of 1985 by filing with the New York City Buildings Department appropriate asbestos evaluation forms by a certified asbestos investigator.
2. The Shareholder shall deliver to the Managing Agent prior to the commencement of work copies of the asbestos investigator's New York City license and certification and the evaluation forms filed with the Building Department.
3. In the event asbestos-containing materials will be disturbed by the work, tenant-shareholder's contractor shall, as required by law; employ only licensed and certified asbestos removal and disposal companies and handlers.

\_\_\_\_\_  
Signature of Shareholder

\_\_\_\_\_  
Date

**308 OWNERS CORP. ALTERATION AGREEMENT p. 26**

---

**RIDER 4 TO ALTERATION AGREEMENT - WATER PRESSURE AFFIRMATION**

---

Per the alteration agreement for 308 Owners Corp., I am required to do a walk-through with the superintendent before the removal of any faucets or fixtures.

I hereby affirm that on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, I tested the water pressure on all of the existing water faucets and fixtures in my apartment in the presence of the superintendent.

I have found the water pressure to be satisfactory and understand that changing the fixtures may cause the water pressure to change.

\_\_\_\_\_  
Signature of Shareholder

\_\_\_\_\_  
Apartment Number

\_\_\_\_\_  
Signature of Superintendent

**308 OWNERS CORP. ALTERATION AGREEMENT p. 27**

---

**RIDER 5 TO ALTERATION AGREEMENT -  
RISER REPLACEMENT POLICY & PROCEDURE**

---

Where a Shareholder receives an approved, signed 308 Alteration Agreement that requires or approves the removal or replacement of a branch line by the Shareholder, the Corporation shall replace the original (1928) cold-water riser. The cold-water riser will be replaced into the apartment above and the apartment below so no section of the original cold-water riser remains in the apartment under renovation.

The Shareholder is responsible, through their contractor, for the complete opening and closing of the riser wall as part of the original demotion. The entire riser must be completely exposed. The riser will be replaced after the Shareholder abates any and all asbestos on the branch line and/or riser.

Where the plumber requests the asbestos abatement of a hot water riser in close proximity to the cold-water riser, the Shareholder must abate the asbestos on the hot water riser. This should be established with the Corporation's Superintendent and plumber prior to the abatement of any asbestos.

The Shareholder must give Management and the Superintendent their Construction Schedule as part of the Alteration submission so the Corporation's can schedule the cold-water riser replacement in a timely manner.

\_\_\_\_\_  
Signature of Shareholder

\_\_\_\_\_  
Date