

Date:

Shareholder:

Mailing Address:

Enclosed are three (3) Alteration Agreements regarding the work that you intend to have done in your apartment. Please sign all copies at lines marked "**AGREED**" and return them to us. In addition, we also request the following (indicated with an "**X**"):

- |   |  |
|---|--|
| <input checked="" type="checkbox"/> CERTIFICATED OF INSURANCE | Original Naming contractor, shareholder Orsid Realty and Building Corporation as ADDITIONAL INSURED.   |
| <input checked="" type="checkbox"/> PLANS AND DRAWINGS        | Obtain from your contractor and/or Architect (7 sets: 3 of them in 11x17 Format).  |
| <input checked="" type="checkbox"/> PERMIT                    | Required pursuant to Local Law 58/88. Consult with contractor.   |
| <input checked="" type="checkbox"/> SECURITY DEPOSIT CHECK    | For the amount of \$3,000 {unless changed at board discretion} made payable to: 875 W. E. Apartment Corp.  |
| <input checked="" type="checkbox"/> PROCESSING FEE            | In the amount of \$500 made payable to Orsid Realty Corp.  |
| <input checked="" type="checkbox"/> USAGE FEE                 | \$500 - \$3,000 per month as determined by the Apartment Corporation made payable to: 875 W. E. Apartment Corp. This fee doubles after fourth month. |
| <input checked="" type="checkbox"/> HOMEOWNERS INSURANCE      | Provide copy of apartment policy   |

Your Security Deposit will be returned upon your request after work has been completed and after verification that there is no damage to the building or to your neighbors' apartments as a result of such work, and that your contractor has removed all debris from the building.

Please be advised that **work cannot begin** until written approval from our office is sent to you.

Very Truly Yours,

ORSID REALTY CORP.  
Building Coordinator

Alteration Agreement: 875 W.E. APARTMENT CORP.

Type 1 Renovations:

Type 1 renovations consist of cosmetic improvements and replacement of existing appliances in their current locations. Minor improvements include; the sanding, staining and/or polyurethane coating of floors; painting, plastering and skim coating, wallpapering; minor carpentry projects such as the replacement of radiator covers and/or installation of kitchen cabinetry; electrical work limited to the replacement of existing electrical outlets and switches; the replacement of plumbing elements limited to the replacement of faucets, flushometers and shower heads.

Type 1 renovations require no security deposit, no usage fee, and no processing fee. Please complete the attached Short Form Alteration Agreement and submit it to the superintendent and the building manager.

Security Deposit = 0

Usage fee = 0

Time frame = no more than two months

Orsid Fee = 0

Type 2 Renovations:

Type 2 renovations consist of any scope of work that exceeds Type 1 renovations such as electrical rewiring, plumbing and plumbing fixture replacement or relocation, removal and/or installation of kitchen cabinetry, installation of appliances where none previously existed, demolition and/or reconstruction or relocation of walls, removal and/or replacement of floors.

Please complete the attached Long Form Alteration Agreement and submit it to the building Managing Agent (note: the amount of the required Security Deposit and the required Usage Fee will be determined by the Board after examining your plans and drawings

Security deposit - \$3,000 unless changed at board discretion.

Usage fee - \$500 –\$3,000 per month, based on scope and board discretion. This is not pro-ratable for holidays.

Usage fee time frame – first 4 months. Fee doubles beginning month five but may be modified at board discretion.

Board and Orsid may impose additional fees if scope of work exceeds anticipated plan or if shareholder does not conform to stated expectations.

## ALTERATION OF APARTMENT

Date:

Shareholder:

Apartment:

You have asked 875 WEA, (the "Corporation"), for its consent to the making of certain Alterations (the "Alterations") to the Apartment (the "Apartment") in premises. You have submitted to the Corporation, for its approval, the plans and specifications annexed hereto (the "Plans") for the Alterations.

The Corporation hereby approves the Plans and consents to the making of the Alterations on the following conditions:

- I. 1. Before any Alterations shall be started:
  - (a) You shall furnish the Corporation a letter from a licensed engineer or architect, which letter shall certify that the electrical loads required as the result of the Alteration:
    - i. will not be in excess of the present electrical capacity of the Apartment.
    - ii. will not adversely affect the Building's electrical service.

You agree to pay all professional fees and expenses associated with any review, correction or amendment to the proposed electrical plans performed by the Corporation's engineer.

  - (b) Your architect shall include a note on the drawings indicating that no electric, gas, stem, hot or cold water risers or any waste lines, drains or vents within the apartment shall be altered, modified or moved without the prior written approval of the Corporation
  - (c) No wet over dry spaces will be permitted where the space below is considered a primary living space; i.e. a bedroom, a living room, a dining room or a room used as a den or office that is not a original maid's room. All wet areas shall be restricted to existing bathrooms, kitchen areas, interior closets and the service wings of the apartment(s).
  - (d) Whenever an apartment wall is opened for the purpose of renovating a bathroom or kitchen:

- i. The branch lines and shut off valves must be replaced unless the Corporation determines otherwise. You are responsible for the total cost of all branch lines to the risers/main drain line. Before any branch lines are removed or any other repair is made which will require a shut-down of water in a riser, you must notify the building's superintendent at least 3 business days in advance. Failure to provide proper notification may result in shutdown of project and/or additional administrative charges.

The building has the option to replace the in-wall waste lines, hot and cold water risers and vent stacks at its expense.

- (e) You shall file the Plans with all proper municipal departments and shall obtain all government approvals, permits and certificates that may be required. The Corporation's Managing Agent (the "Managing Agent") shall be notified of the building permit number, if any, assigned to the Plans, and shall be given a copy of each of the permits and aforementioned certificates within the ten (10) days of your receiving same.
- (f) You shall furnish the Corporation with conformed copy of each and every agreement made with your contractor as well as a copy of the electrical and plumbing contractors/ licenses.
- (g) You will notify, in writing, the owners of apartments adjacent to, above and below you with a copy to the Managing Agent that alterations will be performed, the expected duration of the work and that you will indemnify them for any damage whatsoever resulting from the Alterations.

2. At the completion of the Alterations, you shall obtain a Certificate of Occupancy permitting residential occupancy of the Apartment and a Certificate of the Board of the Fire Underwriters with respect thereto, if required.

I. You shall assume all responsibilities for the Alterations, including all damages which may be directly or indirectly attributed to the Alterations, and agree that neither the Corporation nor the Managing Agent will be responsible for the failure of efficient performance of building services to the Apartment resulting from the Alterations. You are responsible for all maintenance and repair of all installed equipment and assume all responsibility for the weather-tightness of any installation affecting exterior walls or the roof and the water-proofing of any portion of the building structure directly or indirectly affected by the Alterations; for the maintenance and performance of all heating, plumbing, air-conditioning and other equipment installed or altered; and for the fireproofing and structural

integrity of elements exposed as is stated in the Proprietary Lease for the term of your lease and shall pass to all successive shareholders of this apartment.

The contractor and all subcontractors who are involved with the performance of the alterations must provide a certificate of insurance with the minimum following coverage's:

- 1 – 1,000,000 Comprehensive policy
- 2 – 2,000,000 Aggregate bodily & property damage
- 3 – Worker's Compensation and employee liability covering all employees of the contractor and subcontractors.

- (a) Certificates of Insurance (i) naming the Corporation, the Managing Agent and you as additional parties insured, as their interests may appear; and (ii) providing that such insurance will not be terminated unless at least thirty (30) days notice is given to the Managing Agent, shall be filed with the Managing Agent before the Alterations are recommended for board approval.
- (b) Third party companies who deliver goods must also provide said certificate of insurance in advance i.e. cabinets, flooring, washer/dryer or dishwasher etc.

II. The Alterations and materials used shall be of the quality and style in keeping with the general character of the building. You are to take all the precautions to prevent, and you assume all risks for, all damage to the building, its mechanical systems and the property of all other tenants and occupants of the building, which result from, or may be attributed to, the Alterations.

All demolition, reconstruction and installation work, as set forth in the Plans, shall be performed and completed within 6 months from the date you commence the project, and such commencement date must be coordinated with the Managing Agent and the Superintendent of the building. This time period shall not include any black-out period described below when work may not be performed in the building.

Because of the effect of your renovation on the building, its Staff and the other shareholders, the Board will charge a usage fee of \$500.00 for each month of work in accordance with current building policy. This amount is payable in full before commencement of the work in accordance with current building policy and is nonrefundable except to the extent fees have been paid for periods beyond the actual length of the project. No work may be continued beyond the time frame set forth above without the Corporation's prior written consent, which consent shall be at the Corporation's sole discretion. In addition, if the work is not completed within the projected time frame, the Board may, at its discretion, shut down the job, charge an extra usage fee in accordance with current building policy of up to \$50 per business day until completion, or require that the job be temporarily shut down and completed at a later date with extra usage fees.

In addition, if the renovation exceeds the anticipated scope of work as set forth in the Plans and/or a major problem develops during the renovation, there may be additional charges levied by the Board in its discretion.

The Alterations shall be performed only between the hours of 8:00 a.m. – 4:00 p.m. except that noisy construction work shall be performed only between the hours of 10:00 a.m. and 4:00 p.m. Monday through Friday. No work shall be performed on Saturdays or Sundays or holidays including Martin Luther King's Birthday, President's Day, Good Friday, Memorial Day, Independence Day, Labor Day, Rosh Hashanah, Yom Kippur, Columbus Day, Election Day and the period from the Saturday before Thanksgiving Day through the Monday after Thanksgiving Day, the day before Christmas through the day after Christmas and the day before New Year's Day through the day after New Year's Day.

All rubbish, the rubble, discarded equipment or other materials, empty packing cartons, etc. are to be promptly removed from the building, at your sole cost and expense, in barrels or bags, in the service elevator, at such times and in such manner as the superintendent of the building may direct. You shall see to it that all precautions shall be taken to prevent dirt and dust from permeating other parts of the building or other apartments in the building during the progress of the Alterations. In the event that the dust and dirt caused by the alterations infiltrates other apartments to the extent that such apartments require major cleaning, then you agree to ensure that your contractor will arrange the same at his/her expense.

You agree to provide access to the apartment at all times during normal business hours during and upon completion of the work period for an architect or someone designated by the corporation to inspect the alterations.

No jackhammers are permitted without the prior consent of the Corporation and, if the Board elects to consent, any consent will be limited to periods of very short duration. Chipping hammers may not be used before 10:00 a.m. You agree to make every effort to muffle sound from the renovation.

You will have smoke/carbon monoxide detectors installed on the ceiling or wall within fifteen (15) feet of every sleeping area pursuant to Local Law 62 of 1981 of the City of New York, and you will install window guards pursuant to section 131.15 of the New York City Health Code if a child or children ten (10) years old or under lives or resides in your unit.

- III. 1. The entire cost of the Alterations, including the cost of the Plans, and the procurement of all required approvals, licenses, permits and certificates, shall be paid in full by you within thirty (30) days after the completion of the Alterations. If for any reason whatsoever, one or more mechanic's liens are filed for work done, or material furnished in connection with the Alterations, you shall, at your sole expense, cause such mechanic's lien or lien's, to be discharged within ten (10) days after such filing. If you fail to do so, the Corporation may exercise all rights and remedies reserved to it in your proprietary lease.

2. You agree to pay or reimburse the Corporation all reasonable fees charged to the Corporation by an architect or engineer of its choosing for services rendered to the Corporation in connection with examination of the plans and/or physical inspection of the apartment and for all attorney's fees and disbursements charged to the Corporation for reviewing and enforcing the Alteration Agreement. The hiring of an architect or other professional shall be at the sole discretion of the corporation.

During the Alteration the Corporation's consulting Architect and/or engineer will be given prompt access to the apartment to review its condition. He/She may review the status of the work at regular intervals before each portion of the work is complete to determine conformity of the work to the approved plans and to the building code, the general quality and safety of the construction, and the necessity for any corrections or revisions of the work. No walls, ceilings or furrings containing plumbing and/or electrical roughing or fireproofing shall be closed without the consultant's Architect's approval. All such reviews are at the expense of the shareholder.

- IV. By executing this Agreement you undertake: (1) to indemnify and hold harmless the Corporation, the Managing Agent, the employees and consultants of the Corporation, the shareholders and other occupants of the building, against any claims for any personal injury, liability and/or damage to any person or personal property or to the building structure, its utilities, equipment or furnishings suffering as a result of the Alterations, whether or not caused by negligence, and any expenses (including, without limitation, attorney's fees and disbursements and any penalties or fines imposed by any municipal agency or authority due to non filing or improper filing) incurred by the Corporation in the connection therewith; and (2) to be responsible for the continuing maintenance of all installations after the Alterations are completed. If requested, you shall procure a bond or agreement from an insurance company, acceptable to the Corporation, insuring performance by you of the provisions of this paragraph.
- V. You release the Corporation and the Managing Agent from any and all liability for loss or damage to any of your property which may result from or be in any way connected with your work, and you hereby waive any claims which you may now or hereafter have against the Corporation or managing Agent based upon interruption or the suspension of the Alterations by the Corporation regardless of the reason for such interruption or suspension.
- VI. In granting the consent requested, it is understood that the corporation makes no representations as to the design, feasibility or efficiency of the Alterations or whether you will be able to obtain the required permits and certificates. If the operation of the building or any of

its equipment is in any way adversely affected by reason of the Alterations, you agree at your sole cost and expense to promptly remove the cause thereof upon being advised thereof by the Corporation or the Managing Agent.

VII. The Managing Agent may suspend all work authorized hereby if you fail to comply with the terms of your proprietary lease, the Building Guidelines or the House Rules applicable to the Alterations, or the terms hereof. All of these documents are meant to be complementary. However, in the event there is a difference in requirements between this Agreement and the Building Guidelines or the House Rules, this Agreement will control.

VII. Your contractor must completely cover the floor area from the elevator to the apartment. In addition, the contractor will have one man of his staff clean up the hallways and stairway, etc. between the apartment and the elevators by 5 p.m. every day. You must take all precautions to prevent odors, dirt, water and dust from permeating other parts of the building or other apartments during the renovation.

ANYTHING HERETOFORE NOTWITHSTANDING, the consent of the Corporation to the making of the Alterations is subject to the following additional conditions:

No Plans may be filed with the Department of Buildings or other Agency without the Corporations prior written consent. Further, the plans which you have submitted to the Corporation for its approval must be exact duplicates of the plans you have filed or plan to file, with the proper municipal departments.

2. After you have obtained all governmental approvals, permits and certificates which are required, you shall submit to the Corporation exact duplicates of the approved Plans.
3. In the event any state or city law or rule or regulation, or any municipal department or agency, shall require that a new or amended Certificate of Occupancy be obtained relating to the premises as a result of the subject Alterations, you agree to obtain such new or amended Certificate of Occupancy at your own cost and expense, promptly and in compliance with all such laws, rules and regulations.
4. This Agreement may not be changed orally and shall be binding upon you and your representatives, heirs, successors and assigns.



Subject to the foregoing conditions, this consent shall become effective and be binding upon you and your successor shareholders when you sign and return to the Managing Agent three (3) copies of this letter accepting conditions of the consent. We will, in turn, return one fully-executed copy to you for your files.

Very Truly Yours,  
875 W.E. Apartment Corp.

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President

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Date

AGREED:

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Signature of Shareholder

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Date