

602 AVENUE T OWNERS CORP.

ALTERATION AGREEMENT

Date: _____

Re: 602 AVENUE T APT _____

Shareholder: Print name

I hereby request permission from the Management for structural alteration or non-structural renovation to consider and approve the work in the Apartment as described in the annexed document (Alteration Plan). If such permission is granted by the Management and **Renovation/Alteration Approval Form** issued, I agree to the following conditions:

I. FEES AND INDEMNIFICATION

A. Indemnification and Reimbursement

I agree to indemnify, release and hold harmless and waive any claims I may have against the 602 Avenue T Owners Corporation (thereafter COOP), Board of Directors, occupants of the Building, persons having a property right to any apartment within the building, the Managing Agent, and the COOP hired architects, engineers and attorney against any damage to persons or property, loss, cost or expense (including, without limitation, reasonable attorney's fees and disbursements) arising out of or in any relating to the work.

B. Fees for Additional Personnel or Services

Any expenses incurred by the COOP to pay for additional personnel or services will be my sole responsibility. Compensation arrangements with respect to additional personnel will have to be made by me with the Managing Agent subject to COOP approval before work may begin. Furthermore, to the extent that any regular Building personnel is required to devote substantial time in connection with the work, the expense of such time shall be my personal responsibility

C. Fees Due to Required Repairs

During the process of the work, I will take such protective measures as may be necessary to ensure that other portions of the Building, its mechanical systems and property of all other owners and residents are not damaged as a result of my work.

In the event of such damage, full cost of the necessary repairs shall be my responsibility and will surrender my deposit according to Management act of charge.

D. Cost of Alterations and Discharge of Mechanic's Liens

I will bear the entire cost of work and installations and pay all bills incurred in connection therewith, not later than thirty days after completion of the work; I shall indemnify the COOP, Managing Agent harmless from any mechanic's liens or material's liens in connection with the work. If any mechanic's liens are filed for work claimed to have been done or materials alleged to have been supplied, I shall cause such liens to be discharged within ten (10) days after said lien is filed.

E. Insurance

I agree that before starting and during the progress of the work that my contactors, subcontractors and employees thereof hired directly or indirectly by me will be covered by workmen's compensation insurance. In addition, I agree that before starting and work and during its progress, my contractors will maintain public liability insurance in which the COOP, Managing Agent and myself are named insured in the minimum amount of \$1,000,000 for bodily injury and \$1,000,000 for property damage, or such different amounts as requested by Cooperative (define by the Management) and will obtain all other insurance coverage reasonably required by the Coop to cover liability or personal injury and/or property damage caused by my contractor, any subcontractors, or any other employee, agent or invitee (The issue of Insurance will be define by Management)

II. SCOPE OF WORK

A. Anticipated Time Period for Work

I agree that, no work will be performed on Saturday's, Sunday's or holidays days. The proposed work must be completed within 3 weeks from the date of commencement (unless I am specifically granted an extension herein) and that the work is to be performed **only between the hours of 8.30 am to 5:30 pm***

*Unless otherwise specified by the Board of Directors

B. Nature and Quality of Work

The Alteration Plan, drawings and specification for the alteration and equipment proposed to be installed and /or the alteration proposed to be made, must be submitted by the Shareholder and shall be subject to review and approval by Management or in case of structural alterations by the Management with concern of the Board of Directors. Shareholder acknowledges that Management and Corporation Designated Engineer/Architect may at Shareholder's expense, review the Alteration Agreement and from time to time inspect the work, including the final inspection, to ensure that the work conforms to the approved Alteration Agreement and is otherwise in conformity with the requirements of this Agreement. Only signed approval of such plans - Renovation/Alteration Approval Form, drawing and specifications as provided for above shall constitute the Corporation consent to the work called by the Alteration Plan.

I agree that the work shall be done in a professional workmanlike manner with preserve all fire safety rules and at times allowed by this Agreement. All rubbish and debris caused by such work will be removed at my expense at such times as may be convenient to the operations of the Cooperative. I agree that all reasonable precautions will be taken to prevent dirt and dust from permeating other areas of the Building during the progress of the work. Material and rubbish will be placed in barrels or bags before being removed from the apartment and the Building. All such barrels or bags, rubbish, rubble, discarded equipment, empty packing cartons and other materials will be promptly removed by me from the Apartment and the Building at my sole cost and expense. No debris or rubbish may be stored in the Building without Management approval.

C. Prohibited Alterations:

1. The use of jackhammer and other pneumatic tools
2. Channeling into the supporting walls (for water, cable gas or electric lines)
3. The removal or modification of walls which support the Building
4. Creating additional bathrooms or toilet room
5. Combining two apartments by breaking supporting walls, floors or ceilings.

D. Renovation and Alteration which require evaluation and approval of Management with concern of Board or Board Representative

- 1 .Any changes that significantly affect water, gas, plumbing, heating and electrical systems
- 2 .Any renovation that require breaching the exterior wall of the apartment
3. Demolition of existing interior walls or the construction of new interior walls

C. Alteration and Renovation which require only Management approval:

1. Painting, wallpapering and similar work
2. Installing carpet or similar decorative work
3. Sanding and staining existing wood flooring
4. Replacing existing appliances (except bathtub) with new ones
5. Replacing kitchen cabinets

E. Processing Fees:

Non-Refundable Processing Fee of \$250 payable to Dependable Property Management should be included with each application. Management will conduct several inspections during and after the work to make sure that work is done in a good professional manner and according to alteration agreement and alteration plan.

F. Security Deposit Required:

1. For structural alteration/renovation - \$ 1500.00
2. For non-structural renovation - \$ 700.00

III. RESTRICTION OF CONTINUATION

1. The COOP reserves the right to stop work based on the condition of work done against the pre-approved Alteration Agreement and Alteration Plan. I further agree that I will immediately discontinue any work in progress upon receiving notice from the Managing Agent or other appropriately designated Corporation employee such as the Superintendent or Special Nominee of the Board, that the work is at that time creating a disturbance to the occupants of the Building or the Building's service.

2. The Corporation has the right from time to time to inspect the work being done according the approved Alteration Agreement and the Shareholder has to provide access to the Apartment to any person the Corporation may authorize. Shareholder shall make all corrections specified by the Corporation as a result of such inspections, necessary to bring the Work into conformity with the Alteration Agreement.

3. The Cooperative strongly prohibits starting any repair work before receiving a signed Renovation/Alteration Approval Form from the Board of Directors or Cooperative Management. This violation may be a object of penalty up to \$1000.00. In this case, any work must stop immediately and proceed only by the Management permission and are paying all fines.

4. The Shareholder shall not interfere with the Building's intercom, gas, electric, heating or plumbing system or any other Building system or service.

5. All damage caused by contractors will be charged to the Shareholder. Shareholder assumes all risks of damage to the Coop building and its mechanical or electrical systems and to person and property in the Building which may result from or be attributable to the performance or existence of the Work and the maintenance and repair of any alterations and installation in the Apartment during one year after completion.

6. My failure or any of my Contractors to comply with any of the provisions hereof shall be deemed a breach of the provisions of my Proprietary Lease and this Agreement pursuant to which your consent has been granted, and, in addition to all other rights, I may also be penalized. Cooperative will have to suspend all work and prevent my workmen from entering into Cooperative building and my apartment for any purpose other than to remove their tools or equipment. In such event, the COOP may revoke my permission to undertake the work.

IV. CHANGING THE TERMS OF THIS AGREEMENT

This Agreement may not be changed orally, only in writing form.

This Agreement shall be binding on the Coop, myself and our personal Representatives and authorized assignees. I agree with the foregoing conditions and so signify by signing all copies in the space provided below and returning them to the Managing Agent.

If permission is granted, the Board of Directors or the Managing Agent will sign and return one copy of the Alteration Agreement to me with the Alteration Approval Form for my records at which point I may proceed with my proposed work under the terms and conditions herein.

The superintendent must be notified at least 76 Hours in advance. If you have any questions, please ask your building Superintendent.

AGREEMENT:

I HAVE CAREFULLY READ THIS AGREEMENT AND I UNDERSTAND AGREE
WITH ALL ITS TERMS:

By: Name _____
Shareholder Print name

By: Name _____
Shareholder Signature

Date _____

Security Account Agreement

602 Avenue T Apt. # _____

Date: _____

I/We, Shareholder/s in Apt. _____ at 602 Ave T, Brooklyn, NY 11223 recognize that the Board of Directors requires that I/We deliver funds in the form of a money order or check made out to the 602 Avenue T Owners Corporation (in the amount define by this Agreement and Management to be held as an alteration deposit during the alteration of my apartment).

The \$_____ shall be held / deposited in a non-interest bearing account.

I/We understand that security deposit in no event shall be construed as a limit on the charges which may be imposed by Board of Directors or Management against me/us as owners of the said apartment for damages which may result from the work being performed either during the alteration or after completion for the next three month after alteration and the any penalty imposed by the House Rules of 602 Owner Corp..

According to such decision, I/We agree that any amount imposed by Board of Directors or Management will be paid from this account without my/our consent.

SIGNATURE

DATE

Shareholder - Pint name

Renovation / Alteration Contact Sheet

Resident: _____

Home Phone: _____

Office Phone: _____

Cellular/Beeper/Emergency Phone: _____

General Contractor Name: _____

Office Phone: _____

Cellular/Beeper/Emergency Phone: _____

Electrician Name: _____

Office Phone: _____

Cellular/Beeper/Emergency Phone: _____

Plumber Name: _____

Office Phone: _____

Cellular/Beeper/Emergency Phone: _____

Painter Name: _____

Office Phone: _____

Cellular/Beeper/Emergency Phone: _____

602 AVENUE T OWNERS CORP.

**RENOVATION / ALTERATION
APPROVAL FORM**

Approved by: Management

Signature

Print Name

Date

ALTERATION /RENOVATION APPLICATION CHECKLIST

Building Address: 602 Avenue T, Apt. # _____

Date: _____

Dear Shareholder:

Pursuant to your request for approval of an alteration to apartment _____ in the above referenced building, please be advised that the following Forms **must** be submitted:

_____ Signed Alteration Agreement with Alteration Plan

_____ Processing fee \$ _____

_____ Refundable Security Deposit \$ _____

_____ Contact sheet including names and telephone numbers of all contractors and subcontractors, electricians and plumbers.

_____ Licenses of all contractors / subcontractors

_____ Certificate of Insurance

Please make check or money order payable to 602 Avenue T Owners Corporation. Please keep a receipt for refund of security deposit. There is a \$250.00 non-refundable Alteration Processing Fee payable to Dependable Property Management Inc. Separate check required.

Evidence of Contractor's Insurance must be filled out in the following manner: The shareholder of the apartment as the certificate holder, and the building and the management company named as additionally insured. Coverage must consist of comprehensive personal liability and property damage insurance each in the amount of One Million Dollars (\$1,000,000) plus Worker's Compensation and Disability coverage for employees of the contractors and subcontractors.