

ALTERATION APPLICATION

Association name

Address of Association

***** READ THIS FIRST *****

1. PLEASE ALLOW THREE (3) BUSINESS DAYS FOR PROCESSING
2. PACKAGES WILL NOT BE SUBMITTED UNTIL ALL BELOW INFORMATION IS RECEIVED. IF A PACKAGE IS RECEIVED WITH INCOMPLETE INFORMATION, IT WILL RETURNED
3. APPOINT ONE (1) REPRESENTATIVE FOR ALL COMMUNICATION BETWEEN MANAGEMENT AND OWNER(S) / CONTRACTOR(S)
4. PLEASE ALLOW 7 BUSINESS DAYS FOR BOARD REVIEW

FEEES: CHECK OR ATTORNEY ESCROW CHECK

- \$400.00 APPLICATION FEE MADE PAYABLE TO LANDLORD MANAGEMENT, LLC.
- \$1000.00 SECURITY DEPOSIT MADE PAYABLE _____
Association name
(REFUNDABLE AFTER COMPLETION OF WORK AND FINAL WALKTHRU BY MANAGING AGENT)
- UPON BOARD APPROVAL, PLEASE SCHEDULE YOUR START DATE EMAILING SUPPORT@LANDLORDMANAGEMENTLLC.COM OR BY CALLING (718) 536-2642.

- APPLICANT: _____ DATE: _____
- APPLICANT: _____ DATE: _____

EXHIBIT "A"

DETAILED LIST OF PLANS SUBMITTED WITH THIS ALTERATION AGREEMENT

PLANS:

SEE ATTACHED CONTRACT WITH DETAILED LIST OF ALTERATIONS

DRAWINGS:

SPECIFICATIONS:

EXHIBIT "B"

CONSENT AND NOTICE TO PROCEED

Date:

Owners Address

Re: Alteration in Apt. ___ (the "Apartment")

Dear Owner:

We have reviewed the Alteration Agreement dated _____ submitted by you in connection with your proposed alterations of the Apartment. All capitalized words or phrases in this letter shall have the same meaning as defined in the Alteration Agreement.

The Corporation hereby consents to the proposed work referenced in the Alteration Agreement and specified in Exhibit "A" thereto. All of the plans submitted by you and approved by the Corporation's Designated Engineer, which sets forth the Work, shall be initialed by you, the Corporation's Designated Engineer, and an officer of the Corporation. This consent is not effective until such Plans are fully initialed and have been delivered to the Corporation or its Managing Agent. Further, this consent is subject to all of the terms, conditions and provisions contained in the Lease and the Alteration Agreement,

This consent is also conditioned upon your commencement of the Work no later than _____, 20___, and the completion of the no later than _____, 20___ (the "Required Completion Date"), TIME BEING OF THE ESSENCE. This deadline is material to our consent, and we have relied upon this representation by you in giving you this consent to proceed.

This consent is not a consent to any alterations other than those included in the Plans. Any deviation from the Plans, or additional alterations or work, must be consented to in writing by an officer of the Corporation or an authorized employee of the Managing Agent. Please note that neither the Superintendent nor any employee of the Corporation shall have the authority to give any consent or otherwise bind the Corporation.

Reminder: you must be in compliance with all pre-conditions set forth in Paragraphs 3 and 4 of the Alteration Agreement between us, including, but not limited to, the insurance requirements prior to the commencement of the Work.

Very truly yours,

By: _____

_____, Managing Agent

Association name

REQUEST FOR PERMISSION AND AGREEMENT FOR HOME ALTERATION

TO: The Board of Managers of _____ **WHEREAS**, the owner of the unit known as _____, (hereinafter referred to as "The Premises), and as such he is bound by the terms and conditions of the By-

Laws law, and Declarations of: " _____ "; and **WHEREAS**, the unit owners are prohibited from making any alterations to the common elements; and **WHEREAS**, Mr.(s), _____, have requested an alteration for the installation of,

WHEREAS, the Board of Managers of _____; (hereinafter known as the Board), desires to accommodate Mr. (s), _____, on the terms and conditions set forth herein.

NOW, THEREFORE, it is hereby agreed by and between the undersigned as follows:

1. Mr.(s), _____ shall be permitted the installation of:

2. Mr.(s), _____, shall be responsible for all costs and expenses associated with the installation of: _____

3. Mr.(s), _____, shall be responsible for maintaining all of the installed equipment in good operating condition at all times. If the premises or its mechanical systems are directly or indirectly affected adversely by the work hereunder, I shall, when so advised, promptly remove or correct (at your option) the cause of the problem and reimburse the property for any damages and expenses, which might have been incurred. My responsibility shall include replacement of finishes, cabinets, equipment, or any appurtenances which might have to be removed in the course of doing any necessary basic building maintenance, repairs or for operations arising from the work. In the event that Mr.(s), _____ fails to do so, the Board shall have the right to hire someone to correct any defective conditions and the cost of same shall be added to the common charges due, and shall become a lien upon the premises.

4. Mr.(s), _____, shall solely be responsible for the restoration of the

_____ Premises and Common elements altered during the alteration which shall be done immediately upon the sooner of: upon the sale of the premises, or if required by any governmental authority, whichever comes first. If Mr.(s), _____, fails to restore the premises and common elements as aforesaid, then upon ten days written notice the Board of Managers of _____; has the right to pay for the cost of same and add said costs to the common charge due. Same shall become a lien upon the _____ premises, and Mr.(s), _____, shall remain personally liable for _____ same.

5. Mr.(s), _____, hereby agree that all work shall be performed in accordance with the requirements of the New York City Building Code, and the Board of Fire Underwriters, and only by the following personnel:

a) skilled contractors, mechanics, and trades people and, where required, holding appropriate licenses. Shall obtain at own expense prior to the commencement of the Work, copies of any certificates of evidence of compliance, any and all Building Department approvals, and or permits associated with the installation of all of the proposed equipment, to be delivered promptly to the Managing Agent. Shall also be responsible for any violations issued by any governmental authority. If there is any doubt as to the necessity of any of the foregoing, you, the Board of Managers of the Association of _____; shall be the sole arbiter.

I Mr. (s), _____, agree to indemnify and to hold harmless the Board of

Managers of _____; its Agents, Contractors, and employees for any and all claims losses, costs or damages suffered as a result of any occurrence which may cause injury to any person or property and is related in any way to the installation or use of materials or equipment installed during the alteration of the premises/common elements.

6. The Board and its agents, contractors and employees shall not be liable for injury to any person or property damage sustained by Mr.(s), _____, His(her), Licensees, Guests, Contractors, and agents, or by any other person for any reason in connection with the installation(s), described herein, including failure to maintain said installation.

7. Mr.(s), _____ shall be responsible for all future reasonable Attorneys fees

_____ and costs associated with the enforcement of provisions on this agreement, and same shall be added to any common charges due and shall become a lien on the premises if unpaid.

DOCUMENTATION

Attached hereto and made hereof is the following Documentation: (Check applicable items)

<input type="checkbox"/> Plans (3 copies)	<input type="checkbox"/> List of all contractors and sub-contractors, including addresses.
<input type="checkbox"/> Specifications (3 copies)	<input type="checkbox"/> Complete and conformed copies of all contracts and contracts (Cost unnecessary)
<input type="checkbox"/> Brief description of the Work	<input type="checkbox"/> (Other) describe

IN CONSIDERATION OF YOUR APPROVAL, it is hereby agreed and understood as follows:

INSURANCE & SECURITY FOR DAMAGES

Prior to the commencement of the Work, I will have delivered to the offices of your Managing Agent, certificates of Workers ' Compensation and Employees ' Liability Insurance covering all employees and persons engaged in connection with the work and certificates of personal and property damage, each in the minimum amount of \$2,000,000, with a maximum deductible, if any, of \$1,000,000. Certificates shall be delivered naming each of the following as parties insured: _____; and its Managing Agent. The certificates shall further provide for non-termination prior to at least ten (10) days written notice to the insured. Prior to commencement of the work:

1. I will deliver to the Managing Agent a certificate of insurance for the amount of \$2,000,000, which shall be held as further security.

NOTICE AND INSPECTION

2. At least five (5) days prior to commencement of the Work, notice in writing, of the date of commencement shall be given to the Managing Agent.

The Work will be available for inspection at all times during normal working hours by the Superintendent, the Managing

Agent, an Architect or Engineer designated by the Board of Managers _____; or any other representative of said Board. It is specifically understood that at the following stages, work will cease and not proceed further until inspected and approved by a person or persons designated by the Board of Managers of _____;

- A. Demolition -- When walls have been demolished and existing interior piping and wiring are visible and before piping and wiring have been disturbed.
- B. Piping/wiring -- After new and relocated piping and wiring have been

Installed and before the walls thereat have been "closed up." If inspection approval is not given, the work will be held in abeyance and no Work shall continue until proper correction is made and approved. I understand that given reasonable notice, inspections will be made promptly so as not to delay the work, and approvals will not be unreasonably withheld.

PROPERTY OPERATIONS

4. I further understand that daily property operations and services to Unit Owners must take precedence over the Work hereunder. Commencement of the Work and its progress including the use of streets Passageways/Walkways, and available parking spaces shall be scheduled in accordance with the requirements of property operations and the convenience of Unit Owners/Residents. Personnel are not to be unduly diverted from or hampered in their pursuit of daily duties due to progress of the Work. I recognize that there will be no change in the operation of the building's heating system to facilitate the functioning of any units being installed.

PROFESSIONAL SERVICES

5. The Board of Managers of _____; may, at its discretion, seek Architectural, Engineering advice and/or legal advice prior to approving my instant request for permission and/or during the progress of the Work. I agree to pay on demand all reasonable expenses and fees incurred or to be incurred by _____; for any such services. Any additional information or documentation relating to this request or the work shall be promptly submitted by me upon request of the Board or by any designated professional.

PERIOD OF WORK, WORKING HOURS AND RULES QUALITY OF ALTERATIONS AND MATERIALS

9. I propose to commence the work on or about _____ ("Commencement Date") and to have it completed on or about _____ ("Completion Date"). If the work is

not completed on Completion date, or within six months of Commencement Date, whichever is later, I shall pay to the association, as liquidated damages, \$_____ for each and every working day until completion.

Ø No work whatsoever will be performed on weekends and holidays, nor on non-holiday weekdays during the hours before 8:30 a.m. or after 4:30 p.m. unless permission is otherwise granted by the Board of Managers in writing.

Ø Work which will cause unusual noise or disturbance will not be commenced before 10:00 a.m. and will be terminated by 4:00 p.m. This shall not include "soft work", that is painting, wallpapering, and the like which is non-noise producing. Ø The use of Jack Hammers or other pneumatics or electric chisels or hammers and tools are not permitted without specific written approval of the Managing Agent.

Ø The alterations and materials used shall be of the quality and style in keeping with the general character of the property as stipulated in the property's previously approved Engineering standards.

RUBBISH AND PROTECTION

10. Every reasonable precaution will be taken, including, without limitation, tap sealing, shafts, chases and other openings to other parts of the Buildings to prevent dirt and dust from permeating other building areas. Materials and rubbish to be discarded will be placed in barrels or strong bags and removed by the Unit Owners hired-work, or self from the premises, on a daily basis. Unit Owner will assure the Full care and protection of public sidewalk/Walkways for neighbors. Hired workmen will clean all public areas daily when materials are delivered. Rubbish will be removed from any public area dirtied, and I agree to pay the cost of any repairs necessitated for damage resulting from the work and the rubbish.

LABOR RELATIONS

11. I assume and accept full responsibility for harmonious labor relations in the property to the extent that the Work might affect same and I will immediately take whatever steps deemed necessary to rectify any labor problem that might arise from the conduct of the work.

LIENS AND NOTICES

12. I will bear full costs of any alterations and installations and will pay all bills for all of the work hereunder in a complete and timely manner as agreed upon with my Contractors and Suppliers and prior to commencement of work. I

agree to obtain agreements from contractors and suppliers not to place liens on the Property/Building. In the event any mechanics liens, claims, contracts or notices of any kind are filed, which become a lien on my home, the Property, I agree to cause such filing to be discharged or satisfied, by bonding or otherwise, within ten (10) days after I have been notified that such a filing has been recorded. If I fail to do so you may exercise any or all of your rights and remedies under the terms of the By-Laws and Rules of _____; and this agreement. **OPINION**

13. Your granting of permission for the work does not express or imply any opinion whatever as to its design, feasibility or efficiency.

COMPLIANCE

14. Failure on my part to comply with any provision of this agreement shall be deemed also to be a breach, and in addition to all other rights and remedies available to you, you may suspend all work and prevent materials, equipment, workers and tradespersons from entering the Building except for the purpose of removing their tools of their trades.

ASBESTOS

15. If the work involves the demolition, removal, relocation, alteration or opening of any walls, ceilings, floors, or electrical plumbing, heating ventilation, or air conditioning systems, I hereby agree to do the following prior to the commencement of the work.

(a) At my expense, retain an asbestos investigators supplied by the Corporation or supplied by me or my contractor and accepted by the Corporation to either:

(i) Review the property's construction and renovation records as well as any prior inspection reports to determine the existence and possible disturbance of any asbestos-containing material (AMC); or

(ii) Inspect the areas to be renovated to determine the existence and possible disturbance of any AMC.

(b) If the results of the review or investigation reveal the presence of AMC in a friable condition, but said friable ACM is less than 10 square feet or 25 linear feet, I will present _____; proof of the investigator's filing of form ACPS ("Not an asbestos project" form). If the results of the review or investigation determine that more than 10 square feet or 25 linear feet of ACM is in a friable condition, I will present the corporation proof of the investigator's filing of form ACP7 (Asbestos Inspection Report).

(c) If, _____; sole opinion, based upon the results of the review or investigation, no abatement work is required, I will be entitled to commence my alteration work, subject to the requirements of this Alteration Agreement.

(d) If, in _____; sole opinion, the review or investigation reveals that abatement work is required, I will proceed as follows:

(i) Prior to the performance of any asbestos abatement work, I will submit to _____; the name(s) and qualifications (including any licenses, liability insurance policies) of the contractor's hauler(s) and the licenses of all asbestos supervisors and handlers

who are to perform the abatement work; (ii) Upon receipt of _____; approval of the consultant (s) and contractor(s), I will retain such consultant(s) and contractor(s) to encapsulate, enclose, treat or otherwise abate, as appropriate, all friable ACM. Said abatement, as well as the removal, hauling and disposal of the ACM shall be performed in conformance with all federal, state, and local laws and regulations;

(iii) In connection with such abatement work, I will furnish _____; with copies of all reports and tests that are required by applicable laws and regulations, and with a copy of the final report that is to be provided by my asbestos consultant; and

(iv) In connection with asbestos removal and disposal, I will cause the asbestos hauler to furnish _____; with lists of all dump locations to be used, and a certification that the dump sites are EPA approved, and thereafter furnish to the association all dump tickets and disposal manifests. I shall comply with all federal, state and local laws, rules and regulations pertaining to asbestos control, as the same have been or may be promulgated, supplemented or amended from time to time prior to and during the work.

(v) In addition, I agree to indemnify _____, and Managing Agent for any loss, costs, expense (including, without limitation, reasonable attorney's fees and disbursements), damages, liabilities or fines arising from (I) any failure by me or any consultant or contractor retained by me to fully conform to all of the foregoing or (ii) in the defense of any suit, action, claim or violation in connection with the abatement work.

COMPLETION

16. At the completion of the work, I shall deliver to the Managing Agent an amended Certificate of Occupancy and a certificate of the Board of fire Underwriters, if either be required, and such other proof as may be necessary to indicate that all work has been done in accordance with all applicable laws, ordinances and Government regulations. The amended certificate of occupancy shall be obtained at my own cost and expense.

The Work shall not be deemed complete until appropriate inspection shall have been made by _____; designated representative(s) to determine whether the work was done in accordance with the Plans and Specifications as approved by _____. The right to inspect shall not be waived unless "Notice of Waiver" is given in writing.

17. This agreement may not be changed orally and shall be binding upon me and upon _____; if approved, and upon our heirs, administrators, personal representatives, successors and approved assigns.

18. The time from submission to approval shall depend upon the scope of the Work and completeness of my applications. I understand that the Board of Managers of _____; may approve or deny my application in accordance with the proprietary lease.

19. Consent to my request herein shall only become effective upon my receipt of a copy of this agreement duly executed by a representative of _____; or by the Managing Agent, and the Work may not commence until after receipt of an executed copy of this agreement and upon satisfaction of the other requirements set forth herein and upon conditions prescribed by _____; , which are to be performed prior to commencement of Work. Upon consent having been given, _____ will execute any documents that may be reasonably required to be filed with any government agency.

Home Owner

Home Owner

STATE OF NEW YORK)

COUNTY OF NEW YORK) ss. :

On the _____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said state, personally

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

_____ APPROVAL GRANTED:

Notary Public

("Association")

By: _____

, its