

ALTERATION AGREEMENT

Re: Apartment:_____

Located at: **173 Hicks Street, BROOKLYN NY**

Dear Shareholder:

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

Failure to advise the Building in advance in writing of any work that requires or involves any outside plumbers/electricians /workers/contractors will result in a fine pursuant the House Rules and Proprietary Lease for 173 Hicks Street Corporation. Any changes in the scope of work that have already been reviewed and approved must also be submitted in writing prior to the work commencing. Failure to advise the Building of such changes, or any violation of the House Rules or Alteration Agreement.

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

Item 1 – At the time your Alteration Package is approved, you must issue a security deposit check as good faith against any damage incurred to the building during the renovation. The amount of the deposit will be determined by the scope of the work and can range between \$1,000 to \$2,500. The deposit will be returned once all renovation work has been completed, and on inspection, no damage deemed incurred and any permits obtained for the work have been properly closed. The deposit must be received prior to the commencement of any work.

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

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

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

Item 4 – Copies of all plans, diagrams, photographs visually detailing the scope of work proposed, as well as of the current layout (a before and after layout).

Item 5 - Should the work involve the installation of any new appliances or equipment, a letter from a licensed electrician which shall certify that the electric loads required as a result of the work or the addition of any newly installed appliances or equipment will not exceed the present electrical capacity of the apartment and will not adversely affect the buildings electric service.

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

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

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

Item 9 – Copies of your Homeowners Insurance including General Liability coverage protecting against third party claims.

Item 10 – Copies of all permits from all applicable agencies having jurisdiction for each segment of work for the project. All work must comply with all rules, regulations and codes of the city, state and federal government agencies having jurisdiction. It is the responsibility of the shareholder to make sure any such permits are properly closed at the end of the project.

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

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

Due to the age of the buildings plumbing system the cooperative requires shareholders who are removing walls and exposing pipes, must replace any and all branch lines going back to the risers including any toilet lead bend. Any risers found to be in poor condition will be replaced by the Cooperative.

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

The Shareholder shall use the Shareholder's best efforts to ensure that the proposed work is completed expeditiously, but in any event all work shall be completed within an aggregate of One Hundred Twenty (120) working days from the date of commencement of the work, or such other period as the Corporation, in writing, may designate, depending on the scope of the work (the "Completion Date").

The Corporation expresses no opinion regarding the feasibility of completion of the work within this period. No work except that of a decorative nature, i.e.: installation of carpeting, painting, and wall papering, shall continue beyond the Completion Date unless specifically agreed to by the Board in writing. If the work is not completed by the Completion Date a charge of \$100.00 per week may apply to the apartment for each week after the Completion Date that the work remains uncompleted.

If the coop is required or finds it necessary to seek legal, engineering, or architectural advice prior to granting permission, you agree to reimburse the Cooperative for those costs. Example of such fees include but are not limited to payment to a Board selected architect to review applications and make a recommendation to the Board as to safety, feasibility and necessary requirements of the renovation under review. If such fees are necessary for monitoring work during the project, you also agree to reimburse such fees.

In the event of any future sale of the apartment, you must advise the purchaser(s) of the work undertaken by you and pursuant to this agreement. It is therefore strongly recommended you keep a copy of your Alteration Agreement (with all associated documents and plans) in a secure location to present to a future purchaser at time of sale. The purchaser(s) shall assume all your obligations as the shareholder under this Agreement, including the obligation of future transfers of the Apartment to future Purchasers.

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

Sincerely,

Adventure Properties, Inc.

ALTERATION AGREEMENT

173 Hicks Street Corporation

IT IS THE RESPONSIBILITY OF THE SHAREHOLDER AND THE CONTRACTOR TO READ AND FOLLOW ALL GUIDELINES LISTED

1. All work shall comply with all rules, regulations and codes of the city, state and federal government agencies having jurisdiction.
2. You may retain only licensed and insured contractors for plumbing, electrical or any other trade that may require licensing.
3. It is the responsibility of shareholders (their contractor, designer, or architect) to determine if any work involved requires work permits. The Cooperative and management do not take any responsibility for advising shareholders of this responsibility. Should work permits be obtained it is the responsibility of the shareholders to properly close out such permits. The return of any security deposit will be contingent upon documentation of properly closed work permits.

As per NYC code requirement, before any work begins a Tenant Protection Plan (TPP) and a Construction Bill of Rights must be posted / distributed in the building. This must be done by the shareholder. The Cooperative, its Board of Directors, the Management Company does not take any responsibility for this City requirement.

4. The alteration and materials used shall be of the quality and style in keeping with the general character of the building.
5. The contractor may need to meet with a representative of the Board before beginning any work.
6. **Project working hours are 9:00 AM until 5:00 PM, Monday through Friday except on legal holidays unless specifically authorized by the Board in writing. Work that will produce unusual noise, which will disturb other residents, may not commence before 10:00 AM.**
7. **If the coop is required or finds it necessary to seek legal, engineering, or architectural advice prior to granting permission, you agree to reimburse the Cooperative for those costs. Example of such fees include but are not limited to payment to a Board selected architect to review applications and make a recommendation to the Board as to safety, feasibility and necessary requirements of the renovation under review. If such fees are necessary for monitoring work during the project, you also agree to reimburse such fees.**
8. You are always responsible for the methods used by the contractors and that they are in accordance with the best and the safest engineering practice and sufficient against all hazards.

9. You must be responsible for enforcing all measures necessary to prevent accidents and fires. Combustible refuse must be removed from the building daily. No oils, gasoline, propane or other volatile materials shall be kept inside the building. All other similar precautions must be taken to reduce fire hazards.
10. Personnel and property shall always be safeguarded. When hoisting, placing or delivering equipment, materials, and tools inside, alongside, over, or on, existing structures, the contractor shall be required to exercise all safety precautions to prevent accidents. The weight of all materials stored upon or carried over floors shall not be in excess of the designed live loads for these areas.
11. You will safeguard the quiet enjoyment and property of your neighbors. This includes but is not limited to noise, dust, debris or damage incurred during the renovation.
12. You must seal off or seal around the openings for pipes, ducts, conduits, etc., passing through the floors, walls, ceilings, and slabs. Dust protection must be provided to prevent the passing through to other spaces or areas outside the project work area.
13. You will be responsible for the safe removal or containment of any contaminant such as asbestos or lead paint/dust exposed during any demolition or renovation of your unit or work area.
14. You will keep the building's common areas free from any accumulation of waste materials and rubbish during the project.
15. Common areas affected by your project must be protected during all phases involved. Masonite or other protective materials must be installed to protect floors and carpeted areas of the building.
16. You are responsible for the cleanup of all common areas of the building, including all common areas of the building such as the hallway floors, walls, ceilings, and staircases, that are affected by your work at the end of each day. Any common areas of the building affected by the project are to be vacuumed, mopped, or broom cleaned. If necessary, the Cooperative will retain the services of a cleaning crew and will bill you.
17. At the completion of the work, you are responsible for removing **all debris from the building at your expense. No such debris or items may be placed with the building's waste/garbage.** Materials and rubbish must be placed in barrels or bags before being taken out. All such barrels or bags or other materials or equipment must be taken out of the building and removed from the premises at your expense.
18. Traffic and operations of the building must not be interrupted. Egress or Ingress may never be blocked during any time of the work.
19. You are required to take all possible precautions to maintain proper security at the building to protect it from unwanted intrusions. Building entrances are never to be blocked, opened, and/or left unsupervised at any time. All keys issued to the contractor or workmen are to be recovered at the completion of the work.
20. Upon approval from the Board, as a courtesy, you must notify neighboring apartments prior to the start of construction.

21. You will be responsible for repairing damage to the ceiling below your floor and all adjacent walls due to any demolition or other work involved in the project. **The Cooperative strongly suggests that you speak to your neighbors and inspect the current condition prior to the startup of any work and keep your neighbors informed.**
22. Should management be called upon to arbitrate / mediate a dispute between you, your fellow occupants, or the Cooperative, management will charge a fee of \$50.00 per half-hour at ½ hour intervals. You will be informed when such billing will begin.
23. The work may not interrupt the essential building services of heat, cold water, hot water or electricity unless express written requests are given to management in advance and with best efforts not less than 48 hours prior to such interruption. Permission must be expressly granted. Management may not unreasonably deny such a request. You or your contractors must use best efforts to post signs in the building notifying tenants/occupants not less than 24 hours prior to the interruption of service.
24. You will assume all responsibility for the “weather tightness” of all installations affecting the exterior walls or roof affected by the Alteration as well as the maintenance and performance of all heating, plumbing, air-conditioning or other equipment installed or altered.
25. All shareholders and contractors must use eco-friendly, water-based sealants and stains and lead-free, low VOC paints in all repairs, renovations and painting projects. The use of oil-based products is expressly forbidden.
26. **Any work involving the removal of walls that expose plumbing must include the replacement of any and all branch lines going back to the risers. This includes toilet lead bends. Any risers found to be in poor condition will be replaced by the cooperative. Under no circumstances will a unit owner or contractor be allowed to move the water risers of the building’s plumbing systems. All work affecting the water risers is limited to branching off the risers, not movement of them. Only top quality / USA made valves and piping may be installed. The specifics of all plumbing work must be given in detail by the architect and/or plumber. The installation of multiple head body spraying shower massagers will not be permitted.**
27. **All bathroom and kitchen renovations that include the replacement of the bathroom or kitchen floor must install a new waterproof membrane under the floor cover.** Specific details on material to be used and method of installation must be outlined in the contract between shareholder and contractor or outlined in the plans submitted by the shareholder’s architect. **All bathroom renovations that include the replacement of the floor tiles must include the replacements of the toilet lead bend.**
28. **All bathroom renovations that include the replacement of the bathroom wall tiles are required to install cement board around all wet areas (i.e. around the tub area).** All other wall areas require the installation of moisture resistant gypsum board. Specific details on materials to be used and areas of installation must be outlined in the contract between shareholder and contractor or in the plans submitted by the shareholder’s architect. Toilet lead bends must be inspected and replaced.

29. If the operation of the building or any of its equipment is adversely affected by the work you perform, you shall, when advised, promptly remove the cause of the problem.
30. **In no case will you be allowed to change the operation of the building heating system.**
31. An apartment main circuit box may be relocated by branching off the main electrical riser and re-piping with conduit pipe to the new location, but it must be done with an appropriate metal conduit pipe. BX cable or Romex cable cannot be used. **The main vertical conduit riser cannot be relocated.** The specifics of all electrical work, including the materials to be used, must be given in detail by the architect and /or electrician and will be reviewed with the project's plan.
32. You must provide all necessary enclosures or any other protections required to safeguard materials, stored or in place against theft. No claims may be made against the coop for materials lost, stolen or damaged and replacement of such items shall be at your expense.
33. The Building shall have the right from time to time to inspect or observe the Work. Access must not be denied to the managing agent, superintendent, or any other person the Cooperative may authorize. You must promptly make all corrections required by the Cooperative to conform to the plans as approved for the project by the Cooperative and for any requirements of this Agreement. If the Cooperative requires, such corrections may include the removal and replacement of non-conforming work. The Cooperative's failure to inspect shall not be considered a waiver to comply with this agreement.
34. Any inspection undertaken by the Cooperative is for the sole benefit of the Cooperative. Designated engineers, architects or other specialists engaged by the Cooperative will have no responsibility to the shareholder, their contractor or architect for any decision made or for any failure to observe a defect in the work. It is understood that the shareholder should retain an architect to protect said interest and to ensure that such work is performed to and in accordance with the plans as approved for the project by the Cooperative.
35. You agree to indemnify the Cooperative, management, other shareholders or occupants in the building for any damages suffered to the building, its mechanical systems and to persons or property because of the work, whether caused by negligence, and to reimburse the coop or management for any expenses, including attorney's fees.
36. In case a notice of mechanics lien against the building shall be filed for labor or material furnished for your project, you shall cause this lien to be discharged by payment, bonding or otherwise. If you fail to do so within 10 days after notice is given, the Cooperative may cause the lien to be discharged by payment, bonding, or otherwise without investigation as to the validity thereof and shall have the right to collect as additional rent all amounts paid and all costs and expenses incurred in connecting therewith including reasonable attorney fees and disbursements together with interest from the time or times of payment.

37. The Shareholder shall use the Shareholder's best efforts to ensure that the proposed work is completed expeditiously, but in any event all work shall be completed within an aggregate of One Hundred Twenty (120) working days from the date of commencement of the work, or such other period as the Corporation, in writing, may designate, depending on the scope of the work (the "Completion Date"). The Corporation expresses no opinion regarding the feasibility of completion of the work within this period. No work except that of a decorative nature, i.e.: installation of carpeting, painting, and wall papering, shall continue beyond the Completion Date unless specifically agreed to by the Board in writing. If the work is not completed by the Completion Date a charge of \$100.00 per week may apply to the apartment for each week after the Completion Date that the work remains uncompleted.
38. You recognize that by granting consent to the work the coop does not express any opinion as to the design and or feasibility of efficiency of the work.
39. If you agree with the foregoing conditions, kindly indicate your approval by signing two copies in the appropriate space below and return both to management along with any and all attachments. If permission is granted, management will sign and return one copy to you for your records.
40. Should any violation be issued to the building relating to this project, it will be responsibility of the shareholder to address. Failure to do so within 10 days after notice is given, the coop may cause the violation(s) to be discharged by payment, bonding, or otherwise and shall have the right to collect as additional rent all amounts paid and all costs and expenses incurred in connecting therewith including reasonable attorney fees and disbursements together with interest from the time or times of payment.
41. Failure to comply with any of the provisions shall be derived as a breach of the provisions of the Proprietary Lease and House Rules in which case you shall be instructed to suspend all work and prevent workman from entering the work area unless it is to remove their tools or equipment. Any fine/penalty that may be issued for such breach will be deducted from the deposit. Work may resume only after the Superintendent, (1) Board Member and Management are able to discuss the failure or breach with you and the contractor and are assured issues are adequately addressed.
42. This agreement term may not be changed orally.

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

<Signature Page Follows>

Unit Owner

Date

Emergency Contact Phone Number

Contractor

Date

Emergency Contact Phone Number

*Permission for Alteration granted this

_____ day of _____ 20_____

Management

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

CERTIFICATE OF INDEMNIFICATION

Re: Apartment: _____ Located at. **173 Hicks Street, BROOKLYN NY**

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

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

Shareholder

Date

INDEMNIFICATION / HOLD HARMLESS AGREEMENT

For work performed at **173 Hicks Street, Brooklyn NY**

Apartment _____

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

CONTRACTOR (Company Name)

Address:

(Signature)

(Print Name)

(Title)

(Dated)

Notary:

Subscribed and sworn to before me

This _____ day of _____, _____

Notary Public