

**616 East 18<sup>th</sup> Street Owners Corp.**  
**c/o MAXX Properties**  
**600 Mamaroneck Avenue, Harrison, NY 10528**  
**(914) 899-8000**

**ALTERATION AGREEMENT**

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

Apartment #: \_\_\_\_\_

The Board of Directors of 616 East 18<sup>th</sup> Street Owners Corp, (herein after called the Corporation) hereby approves the plans and specifications (herein after called the Plans) annexed hereto and consents to the making of the alterations on the following conditions:

1. Before any alterations can begin:
  - a. You shall furnish MAXX Properties with a written "Scope of Work" detailing any and all alterations planned for your apartment including the length of time estimated to complete the alterations. This work will be reviewed and if deemed necessary, forwarded to the Board of Directors for its approval. Any changes or additions to the original scope of work must be approved by MAXX Properties before said work commences. Additionally, if the duration of this work is anticipated to take longer than originally stated, you must notify MAXX Properties. **Failure to comply will result in the forfeiture of your security deposit.**
  - b. You shall file the Plans with all proper municipal departments and shall obtain all governmental approvals, permits and certificates that may be required. The Corporation's managing agent (herein after called the 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, plans and aforementioned certificates within 10 days of your receiving same.
  - c. You shall furnish the Corporation with a conformed copy of each and every agreement made with your contractor; and
  - d. You shall procure from your contractor and submit for the Corporation's approval, the contractor's written agreement waiving the right to file any mechanics liens or other liens, attachments or encumbrance against the Corporation's property which may arise out of or in connection with the Alterations. Proof that the contractor has obtained similar waivers from all subcontractors shall be filed with the Agent before such subcontractors commence their work. If you are unable to obtain said waiver of liens, then you may in lieu of such waivers provide the Corporation with a Labor and Material Payment Bond from a surety company acceptable to the Corporation.
  - e. If the Cooperative Corporation is required to or shall deem it wise to seek legal, engineering or architectural advice prior to granting permission, I agree to reimburse you on demand, for reasonable fees incurred, and if permission be granted, then, in any event, prior to commencement of any work.
  - f. All contractors, electricians, and plumbers must provide Management with copies of license and certificate of insurance. (See paragraph #3)

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 Fire Underwriters with respect thereto, if required.

2. You shall assume all responsibility for the Alterations and agree that neither the Corporation nor the Agent will be responsible for the failure of efficient performance of building services to the apartment resulting from the Alterations. You agree to assume all responsibilities for the weather-tightness of any installation affecting exterior walls or roofs and the waterproofing of any portion of the Building structure directly or indirectly affected by the Alterations.
3. The Contractor who performs the Alterations shall obtain the following insurance coverage:
  - a. \$1,000,000 Comprehensive Liability;
  - b. \$1,000,000 Property Damage Liability; and
  - c. Workman's Compensation and Employees Liability covering all employees of the contractor and any subcontractor.

Certificates of such insurance (a) must name the Corporation, the Managing Agent and shareholder as additionally insured, as their interests may appear, and (b) providing that such insurance will not be terminated until at least 10 days notice is given to the Agent, shall be filed with the Agent before the Alterations are commenced.

4. 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 precautions to prevent, and you assume all risks for the damage to the Building, its mechanical systems and property of all other tenants and occupants in 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 \_\_\_\_\_ days from the date when municipal approval has been granted. **The Alterations shall be performed only between the hours of 8:30am and 5:00pm\*, and no work shall be performed on Saturdays, Sundays or Holidays.** All rubbish, 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, 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.  
**\*Under no circumstance can any plumbing work be performed on Friday.**

5. 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 days after completion of the Alterations. If, for any reason whatsoever, one or more mechanic's liens are filed for work done, or materials furnished, in connection with the Alterations, you shall at your own expense cause such mechanic's lien or liens to be discharged. If you fail to discharge said mechanic's lien or liens, the Corporation may exercise all rights and remedies reserved to it in your proprietary lease.

- a. A check in the amount of \$500.00, will be deposited as security (payable to 616 East 18<sup>th</sup> Street Owners), then refunded upon completion of work, provided that no damage has been sustained.
  - b. In addition, a non-refundable check for \$100.00 (payable to MAXX Properties) must accompany this agreement for processing.
6. By executing this agreement, you undertake to indemnify and hold harmless the Corporation, the Agent, and the Tenants and Occupants in the Building against any claims for damage to persons or property suffered as a result of Alterations, whether or not caused by negligence, and any expenses (including, without limitation, attorneys fees and disbursements) incurred by the Corporation, insuring performance by you of the provisions of this paragraph.
7. In granting the consent requested, it is understood that the Corporation makes no representations 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 Agent. The Cooperative cannot be held responsible for more than routine repair, should future building systems upgrade affect the work of this proposal.
8. This agreement may not be changed orally.
9. All contractors hired **must** show proof of lead paint certification under the Local Law.

Subject to the foregoing conditions, this consent shall become effective upon your signing and returning to the Agent four (4) copies of this letter accepting conditions of the consent. We will, in turn, return one fully executed copy to you for you files.

Sincerely,

Robert Carlsen  
Manager Cooperative Operations

AGREED:

\_\_\_\_\_  
(Shareholder's signature)

\_\_\_\_\_  
(Please print)

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

## **INSURANCE CERTIFICATE REQUIREMENTS**

**Certificate Holder** – MAXX Properties  
600 Mamaroneck Avenue,  
Harrison, N.Y. 10528

**In the box labeled "Description of Operations/Locations..." -**  
**Please state the following information:**

1. Work to be performed at 616 East 18<sup>th</sup> Street, Brooklyn, NY 11226
2. Additionally insured are 616 East 18<sup>th</sup> Street Owners Corp., 616 E. 18<sup>th</sup> Street, Brooklyn, NY 11226, MAXX Properties, 600 Mamaroneck Avenue, Harrison, N.Y. 10528 and (Name of shareholder), 616 East 18<sup>th</sup> Street, (apt.#) Brooklyn, N.Y. 11226