

# **Morningside Heights Housing Corporation Alteration Agreement**

To: Morningside Heights Housing Corporation, Owner  
Attn: General Manager  
80 LaSalle Street  
New York, New York 10027-4711

From: Name of Shareholder(s) \_\_\_\_\_

Re: Apartment No: \_\_\_\_\_

Address: \_\_\_\_\_  
New York, New York 10027

Pursuant to paragraph III (2) of my Proprietary Lease, I hereby request permission to install the equipment and make the alterations described in the annexed document (hereafter collectively referred to as the "work") in the above apartment.

If such permission be granted:

1. I agree, before any work is begun:
  - a. To provide you with a complete and conformed copy of every agreement made with contractors\* and suppliers. I understand that all agreements with contractors must contain broad indemnification provisions from the contractor in favor of the Corporation, its employees, officers, directors, Shareholders and to the Corporation and its counsel.
  - b. To provide you with duly executed Contractor's Representations in the form set forth in Addendum B.
  - c. If required by law or governmental regulations, to file, or have licensed architects or engineers as required, file plans with, and procure the approval of, all governmental agencies having jurisdiction over the work and, not more than ten days after receipt of such approval, to deliver to you a copy of every permit or certificate issued. If there be any doubt as to the need for such approval, you shall be the sole arbiter in resolving the doubt.

\* It is understood and agreed that the term, "contractor" throughout this document includes "subcontractors" as well.

- d. To procure from my contractor, or contractors:
  - i. Comprehensive personal liability and property damage insurance policies, each in the amount of \$1 million, which policies name you and your Corporation, as well as myself, as parties insured. Such policies shall provide that they may not be terminated until at least ten days after written notice to you; and
  - ii. Workers' compensation and employees' liability insurance policies, covering all employees of the contractor, contractors or subcontractors.

All such policies, or certificates evidencing their issuance, shall be delivered to you.

- 2. If you are required 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, prior to commencement of any work.
- 3. It is understood that:
  - a. I assume all risks of damage to the building and its mechanical systems, and to persons and property in the building that may result from or be attributable to the work being performed hereunder and all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all work, whether or not structural; weather tightness of windows, exterior walls or roofs; waterproofing of every part of the building directly or indirectly affected by the work; and maintenance of all heating, plumbing, air-conditioning and other equipment installed or altered pursuant hereto. If the operation of the building, or any of its equipment, is adversely affected by the work, I shall, when so advised, promptly remove the cause of the problem.
  - b. I recognize that there will be no change in the operation of the building's heating system (or air-conditioning system, if any) to facilitate the functioning of any heating or air-conditioning units I may be installing.
  - c. The alterations and materials used shall be of the quality and style in keeping with the general character of the building.
  - d. I undertake to indemnify you, your managing agent and tenants or occupants of the building for any damages suffered to person or property as a result of the work performed hereunder, whether or not caused by negligence, and to reimburse you and your Corporation for any expenses

(including, without limitation, attorneys' fees and disbursements) incurred as a result of such work.

- e. If, after making any alterations or installing any equipment referred to herein, I shall seek to transfer the corporate shares allocated to the apartment and the Proprietary Lease appurtenant thereto, I will, if requested by you, either restore the premises and equipment to their prior condition or provide you with an agreement by my transferee to assume all of my obligations hereunder, including my continuing obligations and understanding expressed in subparagraphs *a* through *d* of this paragraph 3.
4. All permitted work shall be completed within sixty (60) days after governmental approval thereto has been granted or, if no such approval is required by law or regulation, then from the date hereof.
5. No work shall be done, except between the hours of 8 a.m. and 5 p.m., Saturdays, Sundays and holidays excluded. Because there are no freight elevators, construction materials may be delivered to an apartment only after 9 a.m. on weekdays, to allow Shareholders full use of the elevators until then. (See House Rule 20.)
6. All precautions will be taken to prevent dirt and dust from permeating other parts of the building during the progress of the alteration. Materials and rubbish will be placed in bags or other sturdy containers before being taken out of the apartment. All such containers, rubbish, rubble, discarded equipment, empty packing cartons and other materials will be taken out of the building and removed from the premises at my expense. I recognize that only a designated elevator may be used for such removal and only at such times as building staff may direct.
7. If this alteration involves work on a terrace or balcony, I shall take appropriate means to protect pedestrians. Such means may include "Caution" signs and/or barricades placed on the grounds below the balcony or terrace at all times while work is being done.
8. (a) No more than sixty (60) days prior to beginning work in the apartment, I shall obtain from my contractor the Environmental Protection Agency (the "EPA") pamphlet entitled Protecting Your Family from Lead in the Home (the "Pamphlet"). If the apartment is occupied by persons other than me (the shareholder), I shall provide an adult occupant with the Pamphlet. I shall deliver to you and to the managing agent a written acknowledgment of receipt of the Pamphlet and, if applicable, an adult occupant's written acknowledgment of receipt of the Pamphlet or a certificate of mailing evidencing same. I shall deliver copies of such acknowledgments of receipt to both you and the managing agent at least five (5) days prior to the scheduled commencement of the work. I

acknowledge that you have no liability or obligation in connection with this notification requirement of the EPA. If you and/or the Corporation is not in receipt of any acknowledgment required under this paragraph five (5) days before the scheduled commencement of the work, you may refuse to allow the work to commence until such acknowledgment is received. In the event that you determine that the work will extend beyond the apartment into the hallway or any other common area, the Corporation shall supply notice of such work to the other shareholders and residents of the building as required by law, at my expense.

(b) The Federal Task Force on Lead-Based Paint Hazard Reduction has recommended certain maintenance practices, including:

- (i) limiting access to the work area to only workers;
- (ii) isolating the work area with polyethylene plastic or equivalent;
- (iii) protecting the workers;
- (iv) protecting the residents' belongings by covering or removing them from the work area;
- (v) wetting the painted surfaces before disturbing the paint; and
- (vi) wetting the debris before sweeping.

The Task Force has indicated that certain removal practices are unsafe, including:

- (i) open flame burning;
- (ii) power sanding or sandblasting (unless a special vacuum attachment is used to contain dust); and
- (iii) dry scraping more than a de minimis surface area (de minimis means an area of less than one square foot per room).

I will cause my contractors and/or workers to perform their work consistently with the recommendations of the Task Force and, upon completion of the work to perform specialized cleaning of the work area using methods designed to safely remove dust and debris which may contain lead.

9. I will bear the entire cost of alterations and installations and pay all bills incurred in connection therewith, not later than thirty days after completion of the work. If any liens be 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 days after such filing. If I fail so to do, you may exercise any or all of your rights and remedies under the Proprietary Lease or this agreement.

10. At the completion of the work, I will deliver to you 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 all work has been done in accordance with all applicable laws, ordinances and government regulations.
11. I recognize that by granting consent to the work, you do not profess to express any opinion as to the design, feasibility or efficiency of the work.
12. My failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the Proprietary Lease, pursuant to which your consent has been granted, and, in addition to all other rights, you may also suspend all work and prevent workers from entering my apartment for any purpose other than to remove their tools or equipment.
13. This agreement may not be changed orally. This agreement shall be binding on you, me, and our personal representatives and authorized assigns.

Annexed hereto is the "work" document and a rider of \_\_\_\_\_ pages which is made a part of this agreement.

Signed: \_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Shareholder

Permission Granted:

Morningside Heights Housing Corporation  
Owner

By: \_\_\_\_\_  
Agent

# Morningside Heights Housing Corporation Contractor's Representations

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

To: Morningside Heights Housing Corporation, Owner  
80 LaSalle Street  
New York, New York 10027-4711

C/o: General Manager

Re: Contractor's Representations

To induce you to permit the undersigned to perform work on the premises known as Morningside Gardens or any individual apartment or apartments of any tenant/shareholders therein, the undersigned represents and agrees as follows:

1. We have liability insurance in the amount of not less than \$1 million for the benefit of you, your employees, officers, directors, tenants/shareholders and Corporation;

2. We have workers' compensation insurance covering all employees who will work on site;

3. We hereby release you, your employees, officers, directors, tenants/shareholders and Corporation from any liability in connection with any accidents causing personal injury or damage to person or property at Morningside Gardens and agree to indemnify and hold you harmless against claims of any worker on site whether he or she is an employee of the undersigned, of any of our subcontractors or of any of our suppliers of materials.

CONTRACTOR:

\_\_\_\_\_

By: \_\_\_\_\_

Name

\_\_\_\_\_

Title