

# Morningside Heights Housing Corporation Apartment Painting 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 the House Rules, which are incorporated into and annexed to the Proprietary Lease, I hereby request permission from Morningside Heights Housing Corporation (the "Corporation") to prepare, prime and paint the portions of my above referenced apartment described in MHHC's Form No. 1: Apartment Painting Application (the "Application") obtained and executed by me as Shareholder, a copy of which is attached hereto (collectively the "work").

If such permission be granted:

1. I recognize that by consenting to the work, the Corporation does not express any opinion as to the feasibility, legality, efficiency or design of the work.

2. (a) No more than sixty (60) days prior to beginning the work, my painters shall provide me with the Environmental Protection Agency (the "EPA") pamphlet entitled, Protecting Your Family from Lead in the Home, in its then current form (the "Pamphlet"). If the apartment is occupied by an occupant other than me, the painters shall provide such occupant with the Pamphlet. The painters shall be responsible for obtaining my or such occupant's written acknowledgment of receipt of the Pamphlet or a certificate of mailing evidencing same. I hereby acknowledge that the Corporation has no liability or obligation in connection with this notification requirement of the EPA.

(b) In accordance with the recommendations of the Federal Task Force on Lead-Based Paint Hazard Reduction ("Task Force"), I will cause my painters to take all precautions to prevent the spread of dust and debris which may contain lead. They shall use safe work practices and shall avoid unsafe work practices. Such safe practices shall include (i) limiting access to the work area to workers, (ii) screening off the work area with six mil polyethylene plastic or equivalent, (iii) protecting the workers, (iv) protecting my belongings by covering or removing them from the work area, (v) wetting the painted surfaces before disturbing the paint, and (vi) wherever possible, wetting the debris before sweeping. My painters shall not use unsafe paint removal practices,

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

(c) I will cause my painters to perform their work consistently with the recommendations of the Task Force, and as the work progresses and at the conclusion of the work, I will cause them to perform specialized cleaning of the work area using methods designed to safely remove dust and debris that may contain lead.

3. All the work shall be performed in strict compliance with all applicable codes and laws and the regulations of all governmental bodies or agencies having jurisdiction.

4. I agree, before any work is begun, to comply with all the following conditions:

(a) I will procure from my painters and will deliver to the Corporation with this Apartment Painting Agreement (the "Agreement") and prior to the commencement of any work, a certificate or certificates evidencing that my painters have the following insurance:

(i) Workers' compensation, covering the painters and any of their employees who will be engaged in the work, and

(ii) Comprehensive personal liability and property damage insurance policies, in at least the amount of \$500,000, which policies shall name the Corporation as well as myself, as parties insured, shall provide that the policies may not be terminated until at least ten (10) days after written notice to the Corporation and shall be with companies acceptable to the Corporation that are licensed to provide such insurance in the State of New York.

Upon the Corporation's request, I will also procure and promptly deliver to the Corporation copies of the policies themselves.

(b) I will procure from my painters and will deliver to the Corporation with this Agreement and prior to the commencement of any work, a signed copy of the letter of agreement that is attached as Exhibit A to this Agreement.

(c) I will provide the Corporation with a complete copy of any agreement made with my painters or other workers doing the work, promptly upon the Corporation's request.

5. I hereby agree that no work involving any disturbing noises or sounds, as determined by the Corporation, shall be done except between the hours of 8 AM and 5 PM, Monday through Friday, in compliance with House Rule 21.

6. I agree that, in return for being permitted to use the building elevators in connection with delivery of equipment, materials and supplies for the work and removal of the same and of debris after the work, (i) I will order and my painters shall utilize protective padding and other measures, as determined by the Corporation, to prevent damage to the elevators; (ii) the manner and time of

my painters' use of the elevators shall be in accordance with House Rule 20, so as not to inconvenience the residents of the building; and (iii) I will be responsible and liable for all damage to the elevator and related equipment as a result of such use of the elevators in connection with the work.

7. I will take, and will cause my painters to take, all precautions to prevent dirt, dust and odors from permeating other parts of the building during the work and the clean up afterwards. If, in the Corporation's judgment, dirt, dust and/or odors affect other areas of the building, the Corporation may take such steps as it determines to be necessary to clean or sanitize the affected areas, and I will reimburse the Corporation for all costs and expenses of such cleaning.

8. I hereby agree to be responsible for all claims of damage, injury and/or death caused by or in connection with the work, and to indemnify the Corporation against any such claim and any fees and costs, including reasonable attorneys' fees and costs, incurred by the Corporation by reason of any such claim.

9. I will be responsible for removing all liens filed against the building, the apartment or the Corporation by reason of or in connection with the work. I will bond or discharge any and all such liens within twenty (20) days after any such lien is filed. Upon my failure to do so, the Corporation may do so at my cost and expense, including all legal fees incurred by the Corporation.

10. My failure to comply with any of the provisions hereof shall be deemed a material breach of the provisions of my Proprietary Lease, pursuant to which the Corporation's consent to the work has been granted, and in such case, in addition to all other rights, the Corporation may also suspend all work and prevent workers from entering my apartment for any purpose other than to remove their tools or equipment.

11. The Corporation's failure to enforce any provision hereof, or its acceptance of maintenance (rent) or any other payment or benefit with knowledge of breach of any provision hereof, or any other act of the Corporation or its agents or employees, shall not constitute a waiver of any of the Corporation's rights hereunder, it being expressly understood and agreed that the Corporation may waive a right hereunder only by means of a written declaration of such waiver.

12. I hereby represent and warrant that the person(s) signing this Agreement as the Shareholder(s) constitute all the shareholders with respect to the apartment. If this Agreement is signed by more than one Shareholder, then the singular wherever used in regard to me shall be plural and the obligations hereunder of the signatories shall be joint and several.

13. This Agreement may not be changed orally. This Agreement shall be binding on the Corporation, me, and our personal representatives, successors and authorized assigns. This Agreement shall be governed in all respects by the laws of the State of New York.

Very truly yours,

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Shareholder Name (printed)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Shareholder Name (printed)

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

CONSENT GRANTED:

Morningside Heights Housing Corporation

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

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

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

*10/04 - Apartment Painting Agreement*

# Exhibit A to Apartment Painting Agreement

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

Morningside Heights Housing Corporation (the "Corporation")  
Attn: General Manager  
80 LaSalle Street  
New York, New York 10027-4711

Re: Apartment: \_\_\_\_\_ (the "Apartment")

\_\_\_\_\_  
New York, New York 10027 (Address)

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

\_\_\_\_\_  
(collectively the "Shareholder")

Dear Morningside Heights Housing Corporation:

This letter will confirm that the undersigned (i) has knowledge of lead-based paint hazards and will perform the work in the apartment and will clean up after the work in a manner which will avoid creating lead-based paint hazards and will comply with all applicable laws, (ii) has reviewed and fully understood the terms and provisions of the Apartment Painting Agreement between the Corporation and the Shareholder, dated \_\_\_\_\_, (the "Agreement"), and (iii) agrees to abide by the terms of the Agreement, including those provisions relating to lead-paint abatement and insurance coverage, and by the rules and regulations of the Corporation currently in effect.

Sincerely,

\_\_\_\_\_  
Business Name of Painter, If Any

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

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title



This Application is a preliminary request. **No work may commence unless and until MHHC's Apartment Painting Agreement is signed by the Shareholder and the Corporation.** A certificate or certificates of insurance from the painters, naming the Corporation, and the Shareholder as additional insureds, must be submitted simultaneously with two duplicate originals of the Apartment Painting Agreement and a letter signed by your painters in exactly the form of Exhibit A to the Apartment Painting Agreement.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Shareholder Name (printed)

\_\_\_\_\_  
Shareholder Name (printed)

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

Received by:

MORNINGSIDE HEIGHTS HOUSING CORPORATION

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

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



Each of the undersigned, under penalty of perjury, hereby certifies that no painter or other person will be paid to perform the work or any portion of it. The undersigned agree to perform the work in accordance with all applicable laws and codes.

No work may commence unless and until a copy of this Certification, signed by MHHC, has been given to the Shareholder.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Shareholder Name (printed)

\_\_\_\_\_  
Shareholder Name (printed)

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

Received by:

MORNINGSIDE HEIGHTS HOUSING CORPORATION

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

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