



REAL ESTATE

## APARTMENT ALTERATIONS

### GENERAL POLICIES OF COOPERATIVES AND CONDOMINIUMS UNDER THE MANAGEMENT OF CHARLES H. GREENTHAL MANAGEMENT CORP.

In Cooperatives, the Proprietary Lease of the Corporation with its Stockholders, and in Condominiums, the By-Laws provide that alterations and improvements in apartments must first be approved by the Cooperative Corporation or the Condominium Association. In most cases, the Board of Directors or Managers, respectively, approve after certain requirements have been met. In some instances, the Managing Agent has been authorized to approve alterations and improvements.

So that you may act accordingly, the following guidelines are set forth:

1. Architectural plans prepared by a registered architect, not designer or decorator plans, together with detailed specifications must first be submitted to the Managing Agent regardless of whether it is a large or small alteration. Alterations to facades or window changes are not permitted.
2. Plans are then referred, at the apartment owner's expense, to an architect or engineer selected by the Corporation or Condominium for review to make certain that they comply with the requirements of all governmental and other authorities having jurisdiction.
3. After the architectural or engineering review, the proposed alteration plans will be submitted to the Board for their consent. In some buildings, the apartment owner must then execute and deliver a form of Alteration Agreement to the Managing Agent.
4. Before any work can commence, the apartment owners must notify the owners of apartments adjacent to, above and below, of the alterations duration and that they will be indemnified for any damages whatsoever, copies of which are to be delivered to the Managing Agent. In addition, governmental approvals, including, but not limited to the Department of Buildings and the Landmarks Commission, work schedules and names of all contractors and trades, together with certificates of insurance from each of them must be submitted to the Managing Agents as additional insures.
5. It may be necessary to deliver a bond to indemnify the Corporation or the Condominium Association; to complete the alteration within a certain time limit; in some buildings, demolition work must be performed during morning hours only, or on-designated weekdays only; electric or air hammers and chisels are prohibited, no work can commence before 9:00 A.M. or continue after 4:00 P.M., nor can work be performed on Saturdays, Sundays or holidays; debris must be removed from all quarters and public hallways on a daily basis; an engineer may be retained at the apartment owner's expense to inspect the alteration work from time to time until its completion; a uniformed guard may be required; and if there is any interruption in the normal day-to-day operation of the building, or if the House Rules are violated, the work may be halted temporarily until the contractors comply.

If an apartment owner is considering any type of alteration, it is recommended that the Account Executive be consulted as each building has different policies and some of these policies may be more or less restrictive than the foregoing. In some buildings, no major alterations are permitted.



REAL ESTATE

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\_\_\_\_\_  
Date

Board of \_\_\_\_\_ (the "Board")

c/o Charles H. Greenthal Management Corp.  
Four Park Avenue  
New York, New York 10016

RE: ALTERATION AGREEMENT - Apt. \_\_\_\_\_ (the "Apartment")  
\_\_\_\_\_  
New York (the "Building")

Dear Board:

I hereby request permission to perform the alteration in my apartment as described in the annexed documents (such documents, the progress of such alteration and the completed renovation are hereby collectively referred to as the "work"). I understand that I need your permission to do the work and that in order for you to review my documents and consider my request prior to your rendering your determination, I hereby agree to the following covenants and conditions:

1. Plans and Specifications

I shall furnish with this letter, in duplicate, the following documents: (a) Plans and specifications prepared by a registered architect or licensed engineer: setting forth a complete description of the specific proposed alteration(s) I desire (hereinafter collectively referred to as the "plans"). (b) A letter from my architect or engineer certifying that the service loads, including, but not limited to plumbing, structural and electrical loads required as a result of the work (i) will not be in excess of the present electrical capacity of the Apartment and (ii) will not adversely affect the Building. (c) And, conformed copies of each and every agreement I have made with any contractor relating to the work, including all necessary license numbers.

2. Fees and Costs

Whether or not permission be granted, I shall pay or reimburse you or your managing agent, Charles H. Greenthal Management Corp. ("Agent") on demand by you, all fees, costs and expenses incurred by you in connection with the proposed work, including and without limitation:

- (a) fees incurred for legal, engineering, architectural or other professional advice; and
- (b) costs of inspections by your engineer or architect to ensure that the work is performed strictly in accordance with the plans and with normally accepted standards and that the work meets all governmental requirements; and
- (c) costs for adding building personnel, maintenance or services; and
- (d) to the extent that any regular Building personnel are required to render services as a result of the work, the expense of such time, including any wages, overtime pay and additional payroll taxes and benefits, that result therefrom; and
- (e) in the event of property damage to the Building or any property of any resident, thereof, the full cost of all repairs as determined by you, the Agent, or building superintendent (hereinafter the "Superintendent"), and
- (f) the cost of any increase in real estate taxes levied against the Building because of an increase in assessed valuation attributable to and by reason of the work, including the modification of any tax abatement granted to the Building.

Any and all costs, fees and expenses incurred by you, as set forth above, shall be deemed to be additional rent chargeable to me under the terms of my proprietary lease (hereinafter the "Lease") or, if the Building is a Condominium, as additional common charges. If I fail to pay or reimburse you for same, said nonpayment shall be deemed a default by me and in addition to any and all remedies you may have hereunder at law or in equity, you may pursue your remedies as are available to you based upon such a default.

### 3. Liens

Upon the completion of and my payment for the work, I shall procure from my contractor and submit to you for your approval the contractor's written agreement waiving the right to file any mechanic's liens or other liens, attachments or encumbrances against the Building that may arise out of or in connection with the work. Proof that the contractor has obtained similar waivers from all subcontractors shall be filed with the Agent. If one or more mechanics liens are filed in connection with the work, I shall cause such lien or liens to be discharged within ten days of the filing thereof. If I fail to so discharge any mechanic's lien, you shall be entitled to exercise any and all rights and remedies you may have under the Lease and/or applicable law or, if the Building is a condominium, the declaration and by-laws and/or applicable law. I agree to indemnify you and hold you, the Building, and the Agent harmless from and against any and all losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) suffered by reason of the filing of any mechanic's lien.

#### 4. Indemnification and Reimbursement of Loss

During the progress of the work, I shall take such protective measures as may be necessary and as may be determined by the Board, the Agent or Superintendent to insure that other portions of the Building, its mechanical systems and property of all other shareholders, owners, residents or occupants are not damaged as a result of the work.

I agree to indemnify and hold you, the Board, the shareholders or owners, the tenants and occupants of the Building, the Agent and your architects, engineers and attorneys harmless from and against any and all losses, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees and disbursements) suffered by reason of any injuries or damage to persons or property as a result of the work and any fault or defect therein or created thereby, whether or not caused by negligence. This indemnification shall survive completion of the work.

#### 5. Time Period for Work

I understand that no work is to be performed on Saturdays, Sundays or legal holidays. Work may be performed only Monday through Friday, and only between the hours of 9:00 A.M. and 4:00 P.M. Work that will produce unusual noise, which may be disturbing to other occupants, shall not commence before 10:00 A.M. Workers shall be permitted to enter the Building at 8:30 A.M. to prepare for the work and to remain in the Apartment until 4:30 P.M. to store materials and tools for the work. The Board (or the Agent) shall determine in its sole and absolute judgment whether any noise levels created by the work may be disturbing, and shall have the right to immediately take whatever actions it deems necessary to cause me or my agents, contractors and subcontractors, as the case may be, to cease all activities creating such disturbing noise.

In the event of the occurrence of any event beyond my control including labor problems, actions or strikes, acts of God or other weather conditions which, in your opinion, make my continuation of the work dangerous or overly burdensome to you or the building, then you shall so notify me and I shall immediately cease the work and the time period within which I must complete the work shall be appropriately extended.

#### 6. Required Insurance

A. Prior to the commencement of any of the work, I and any contractor who is to perform any of the work shall obtain insurance of the kinds and in the limits hereinafter specified against any liability whatsoever occasioned by the work or the performance thereof as follows: (i) comprehensive all-risk public liability insurance in limits of (a) not less than two million (\$2,000,000) dollars for injuries and/or deaths of one or more persons in respect of any occurrence; (b) not less than one million (\$1,000,000) dollars for property damage in respect of any one occurrence; and (ii) worker's compensation insurance in statutory limits covering all of my, the contractor's and any subcontractor's employees.

Prior to the commencement of the work I shall deliver to the Agent certificates of insurance naming the members of the Board, the Agent and the undersigned as parties insured, as our interests may appear, and providing that such insurance will not be terminated unless at least thirty days' prior written notice is given to the Agent by satisfactory evidence of payment of the premiums for said insurance for the period of time during which the work is to be performed. At your election, I shall also deliver to you within three (3) days of your request a duplicate original of each insurance policy.

B. The insurance policies shall be issued by solvent insurance companies reasonably satisfactory to you, and, to the extent obtainable, shall not be invalidated as against one assured by reason of any act or omission of another assured. Such insurance companies shall be authorized to do business in New York and have a policy holder's rating of no less than "A" in the most current edition of Best's Insurance Reports or its successor.

C. The following shall be included under insurance coverages:

(1) Worker's Compensation and Employers' Liability Insurance - statutory amounts and coverage as required by New York State Law.

(2) Comprehensive General Liability Insurance and Public Liability Insurance, including premises, products, completed operations and contractual, which policies and policy amounts shall be primary to any and all other policies of insurance purchased by Owner, Owner's Managing Agent and specific interested parties: (a) bodily injury liability \$2,000,000.00; (b) Property damage liability \$2,000,000.00; (c) Automobile liability, including bodily injury \$500,000/\$1,000,000. including hired and non-owned vehicles. Property damage in the amount of \$500,000 / \$1,000,000 shall be included.

(3) Comprehensive general liability policies shall include the standard broad form property damage endorsement for Contractor, his subcontractors and any and all tradesman engaged in the work. Contractor agrees to assist in every manner possible in reporting and investigating any accident and upon request, to cooperate with all interested insurance carriers in the handling of any claim by securing and giving evidence and by obtaining the attendance of witnesses as required for any claim or suit. Prior to the commencement of the work, Contractor shall have the specific insurance policies provide that:

(a) Such insurance will not be material changed or cancelled during the term hereof until and unless thirty (30) days written notice thereof shall have been given to Owner.

(b) Owner, Owner's Managing Agent and any other involved party such as (but not limited to) Architect are to be named as additional insureds on all policies. All insurance required by this paragraph shall be written on companies to be licensed to do business in New York.

(c) Such insurance is primary to any and all other policies of insurance purchased by Owner, Owner's Managing Agent, and other party. Contractor shall furnish to Owner and Architect the Certificate of Insurance for the insurance referred to herein prior to the commencement of the work.

4. Notwithstanding any other warranties or guaranties contained herein or anything contained herein to the contrary, Contractor hereby warrants all the work shall be in full and complete accordance with the Contract and all the work shall be free from any and all defects fully suitable for the use made of same and fully suitable for the purposes for which intended. Contractor further agrees that should any defect develop or appear, Contractor shall promptly, upon demand, fully correct, substitute and make good any such defective work without any cost to Owner and will indemnify and save owner harmless from and against any claim, demand, loss of damage by any breach of the warranty contained herein, including all reasonable attorneys and other professional fees. The foregoing warranty shall commence on the date of final completion and shall terminate three (3) years thereafter. Where Owner has terminated this Contract pursuant to the terms and conditions provided for herein, the period of warranty for the work provided by Contractor shall commence on the effective date of termination.

D. I shall pay to you on demand an amount equal to any increase in fire insurance premiums brought about by reason of the work, including extended coverage, vandalism, malicious mischief and surcharges, if any, above the premiums determined by the base fire insurance rate applicable to the Building.

#### 7. Required Permits, Certificates and Other Documents

A. Prior to commencement of the work, I shall deliver to the Agent (i) all applications and permits that may be required to be obtained by me, including a building permit and permits for all plumbing and electrical work including, but not limited to compliance with Local Law 76 and (ii) the names of the licensed architect or engineer, general contractor, and any subcontractors who will be engaged to execute the work and conformed copies of each and every agreement made with such persons.

B. If the work requires an amended Certificate of Occupancy for the Building, I will have an application in the form of an "Alteration" describing the proposed work on file with the New York City Buildings Department within 30 days of the Board's written approval of the plans and specifications. This "Alteration" application, if required, shall note that an amended Certificate of Occupancy will be sought. A copy of any such application shall be simultaneously submitted to the Agent. I will file an application for an amended Certificate of Occupancy within 30 days after completion of the work. I shall diligently pursue obtaining an amended Certificate of Occupancy and shall keep the agent informed of the status of this process on a regular basis. No appointments for final Building Department inspection to "sign off" on the work shall be made prior to the Board, the Agent or its representatives conducting an inspection to confirm compliance with the approved plans and specifications, and the Board and the Agent will have reasonable time and shall be granted access in order to make such inspection.

C. At the completion of the work, I shall deliver to you, in care of the Agent, an amended Certificate of Occupancy permitting residential use of the Apartment and a certificate of the Board of Fire Underwriters, if either shall be required, at the time of the actual construction or any time thereafter, whether I have sold or assigned the apartment together with such other proof as may be necessary to indicate all work has been done in accordance with all applicable laws, ordinances and Government regulations. I will be responsible for the cost involved in obtaining the amended Certificate of Occupancy, if same is not obtained during the period of the actual construction. I further agree that this agreement will survive whether or not the Apartment is sold and that in the event I do sell the apartment, I will advise the purchaser of their responsibility if and when called upon to pay their share of the cost of obtaining and amended Certificate of Occupancy.

8. Nature and Quality of Work

A. All alterations and structural changes shall be performed in such a manner and at such time so as not to disturb other occupants or the Building's services. I will immediately discontinue any work in progress upon receiving notice from the Agent or an appropriately designated Building employee that the work is at that time creating a disturbance to any other occupants in the Building. The use of power tools, such as electric hammers or portable electric saws, is expressly not permitted.

B. The proposed alterations, structural changes and materials used shall be of the quality and style in keeping with the general character of the Building as determined by you, the Board, the Agent; your engineer and architects and the work will be carried out by me and my representatives in a proper, expeditious and workmanlike manner.

C. All work shall conform to rules and regulations of governmental authorities having jurisdiction thereof as well as the New York Board of Fire Underwriters.

D. All work shall be performed in compliance with rules and regulations as may be promulgated by the Board, Agent or Superintendent. (Note: Contact your building Superintendent, Mr. \_\_\_\_\_ (212) \_\_\_\_\_ to coordinate access to the Building for your contractor(s).

E. I shall take and shall cause my contractor(s) and subcontractor(s) to take all precautions to prevent dirt, dust and noise from the work from permeating other parts of the Building during the progress of the work. In connections with such precautions and without limitation thereof, I shall:

I. Place, or cause to be placed in barrels or bags, all materials and rubbish from the work, before being taken out of the Apartment daily, which materials and rubbish must be taken out of the Building, at my sole cost and expense, in the service elevator, at times the superintendent shall permit;



II. Control all dust from the debris of the alterations either by using green-dust or, if possible, by watering down the construction area as required;

III. Install, or cause to be installed, a temporary dust-proof partition to prevent dust or debris from the work from entering the stairwells, elevator shafts and hallways in the Building;

IV. Broom-clean, or cause to be broom-cleaned each night by the contractors or subcontractors after they have ceased their work, the areas of the Apartment in which the work is then being performed, the areas adjacent thereto and any other affected area of the Building; and

V. Not place or maintain any "street containers" or "dumpsters" for the storage of rubbish outside the Building or its environs without the prior written consent of the Agent;

VI. I shall give at least seven days prior written notice to the residents of apartments that are above and below my Apartment of the date on which the alterations will be commenced in order that they will have a reasonable opportunity to secure any personal property in the adjacent premises from damage due to vibration or similar cause resulting from the work;

VII. I shall recognize that only a designated elevator may be used for the removal of debris and rubbish and only at such times as the Superintendent or Agent may direct. If there is a cost to operate the elevators for my use on an overtime basis, I shall reimburse you for any wages or related expenses incurred in connection therewith.

F. I shall make all appropriate arrangements with the Agent and Superintendent at least one week in advance if any of the proposed work will affect gas, ventilation, plumbing or heating lines when such alteration requires shutting or draining of common risers. I understand that there will be no operation changes made in the Building's central heating, air conditioning or other equipment to facilitate the installation or function of any heating or air conditioning unit or other equipment I may wish to install.

9. Access for Inspection and Additional Obligations

I shall provide continual access to your architects and engineers as well as the Agent and the Building Superintendent and their representatives to observe the work from time to time. I shall make, at my sole cost and expense, all corrections requested as a result thereof. If any portion of the work should be covered contrary to the plans, the request of your architect or engineer or requirements specifically expressed in this agreement, it must, if requested by you or your representative, be uncovered for inspection and shall be replaced at my expense. I shall promptly correct all work rejected by you as defective or as failing to conform to the plan of this agreement whether or not fabricated, installed or completed. I shall bear all costs of correcting such rejected work, including compensation for the architect's and engineer's additional services made necessary thereby.

If I fail to promptly correct such rejected work, I shall provide you, the Agent, Building employees and other of your representatives with unrestricted access to, and ingress and egress through the Apartment or any portion thereof in order to make repairs, alterations, additions and improvements in and to the Building as may be deemed necessary or advisable by you. Any increase in the cost of such repair, alteration, addition or improvement resulting from the work shall be borne by me and paid to you on demand. If, in connection with any such repair, restorations, addition or improvement, any portion of the Apartment shall be damaged, you shall not be liable therefore unless same is occasioned by reason of you or your agents' or employees' willful negligence. Nothing herein shall limit or waive any of your rights and privileges as set forth in your by-laws and your other organizational documents.

10. Restriction of Continuation

I understand that you reserve the right to stop the progress of the work or to condition or to restrict the continuation of the work, (a) should such work in your opinion unduly interfere with the rights of any of the occupants of the Building, (b) if I fail to comply with the terms of the Lease, the by-laws or the House Rules applicable to the work, (c) if I fail to comply with the terms of this agreement, or (d) if any architect or engineer engaged by you determines that any work performed or being performed (i) is contrary to the plans or (ii) poses a danger to life, limb or property. My failure to comply with any of the provisions hereof shall be deemed a default by me of the provisions of this agreement and, in addition to all other rights and remedies you may have, you may suspend all work and prevent workers from entering the Apartment and the Building for any purpose other than to remove their tools or equipment provided that such workers are accompanied at all times by the Superintendent or a member of the Building staff. In such event, you may also revoke the permission given to me to undertake the work. If the operation of the Building or any of its equipment, is adversely affected by the work, I shall, when so advised, discontinue the work immediately until such adverse affect discontinues.

11. Changing Terms of this Agreement

This Agreement may not be changed orally. This Agreement shall be binding on you, me and our respective legal representatives, heirs, successors and authorized assigns. The terms of this Agreement shall apply to any further alteration or repair I may desire or be required to perform in connection with the work, provided, however that nothing herein shall be deemed your consent to any such alteration or repair nor a waiver of any of your rights hereunder.

12. Assumption of Responsibility and Voiding of Guarantees and Warrantees

If I alter the air condition, plumbing, heating or ventilation in the Apartment, I shall assume all responsibility in the Apartment, I shall assume all responsibility for said alteration and neither you, nor the Agent will be responsible for failure of the efficient performance of the apartment heating/cooling, plumbing or ventilation systems as altered by me. I understand that my alteration may void certain guarantees and warranties which currently exist and which have been made to me.

My assumption of responsibility covers: all work, whether or not structural; weather tightness of windows, exterior walls, roofs, flooring and 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, altered or in any way affected pursuant hereto both in the Apartment and in the Building. Neither you nor the Agent will be responsible for failure of performance of building services to the apartment as a result of the work.

If I shall desire to transfer the Apartment, whether by sale, assignment or otherwise, the Board may, as a condition to granting its consent to any such transfer, require the transferee thereof to (i) assume all of my obligations and responsibilities hereunder and which, by the terms hereof or by implication, survive the completion of the work, and (ii) agree that any subsequent transfer shall be subject to the terms hereof.

If you grant this conditional permission to me to do the work, I understand that you make no representations as to the design or efficiency of the proposed alterations or whether I will be able to obtain the required permits and certificates.

13. Commencement of Work - Duration of Work - Restriction

- (a) If permission to do the work be granted, the work will commence on or about \_\_\_\_\_ and will be finished by no later than \_\_\_\_\_.

- (b) I understand and agree that I shall not begin work until I have received written authorization from you or the Agent and have paid all fees, if any, required to be paid to you or the Agent.
- (c) I further understand that I shall not install in my apartment, without written permission, a so-called Jacuzzi or similar make tub, washing machine, or exercise treadmill.

#### 14. Default

It is understood that any breach or default by me of any of the terms or conditions of this agreement shall be deemed to be a default by me under my proprietary lease for the Apartment, or if the Building is a condominium, under the condominium by-laws. Accordingly, without limitation of your other rights and remedies, you shall have such rights and remedies as are afforded to you by reason of my default under such proprietary lease or by-laws.

#### 15. Deposit Assuring Performance of Work

As security for the faithful performance and observation by me of the terms, conditions and covenants of this agreement, I submit to you herewith a check payable to your direct order in the sum of \$ \_\_\_\_\_, which check shall be deposited in an account selected by the Board or the Agent. If (i) I breach any of the provisions of this agreement or (ii) I, or any person engaged by me to perform the work, cause loss, cost or expense to you or your property, or (iii) you incur any expense or cost whatsoever in connection with the work including, without limitation, any cost or expense as set forth in paragraph 2 above, you may, at your option, use or apply, or retain to compensate you therefore and, thereafter, such portion so applied shall be free from any claim by me for its return. Any amount so applied shall be immediately repaid to you by me, on demand, so that all times the deposit you retain shall be in the amount of \$ \_\_\_\_\_. You shall have the same remedies for my failure to repay any such deficiency as those set forth in paragraph 2 above. If my obligation exceeds the amount of my deposit, I shall be fully liable therefore. If I shall fully and faithfully comply with all of the terms and conditions of this agreement, I understand that my deposit or remaining balance thereof shall be returned to me after completion of the work at such time as the building is deemed by the Board not to have suffered any damage or diminution in value by reason of the work.

16. Completion of Work - Liquidated Damages

The work shall be completed by no later than \_\_\_\_\_ and all demolition, reconstruction and installation work which will produce unusual noise which might be disturbing to other residents or that portion of the work which has been identified in the plans as involving "heightened construction noise" shall be completed by no later than \_\_\_\_\_. If the work shall not be completed on or before such dates, I shall pay to you the sum of \$\_\_\_\_\_ per day for each day any of the work continues beyond the above referenced completion date to compensate you for the costs and inconvenience resulting therefrom.

In the event of the occurrence of any event beyond my control including labor or other strikes, acts of God or weather conditions which, in your opinion, make my continuation of the work dangerous or overly burdensome to you, then you shall so notify me and I shall immediately cease the work and the time period within which I must complete the work shall be appropriately extended.

17. Asbestos

If the work involves the demolition, removal, relocation, or alteration of any walls, ceilings, floors, or electrical, plumbing, heating, ventilation, or air conditioning systems, I hereby agree to do the following at my sole cost and expense prior to the commencement of the work:

- (a) retain an asbestos investigator, selected from a list of approved investigators supplied by the Agent, to either:
  - (i) review the Building's construction and renovation records as well as any prior inspection reports to determine the existence and possible disturbance of any asbestos containing material (ACM); or
  - (ii) inspect the areas to be renovated to determine the existence and possible disturbance of any ACM.
- (b) If the results of the review of investigation subparagraph (a) above reveal the presence of ACM in a friable condition, but said friable ACM is less than 10 square feet or 25 linear feet, I will present the Agent proof of the investigator's filing of Form ACP5 ("Not an Asbestos Project") form. If the results of the review or investigation reveal that more than 10 square feet or 25 linear feet of ACM is in a friable condition, I will present the Agent proof of the investigator's filing of Form ACP7 (Asbestos Inspection Report).

- (c) If, in your sole judgment, based upon the results of the review or investigation in subparagraph (a) above, no abatement work is required, I will be entitled to commence the work, subject to all of the terms, covenants and conditions of this agreement.
- (d) If, in your sole judgment, the review or investigation in subparagraph (a) above reveals that ACM abatement work is required, I will proceed as allowed:
- (i) Prior to the performance of any ACM abatement work, I will submit to the Agent the names and qualifications (including any licenses, liability insurance policies and resume) of any asbestos consultants and contractors I intend to use for ACM abatement work, along with the names and qualifications (including licenses and insurance policies) of the contractor's haulers and the licenses of all asbestos supervisors and handlers who are to perform the ACM abatement work.
  - (ii) Upon the receipt of the Boards or Agents approval, I will retain such consultants and contractors 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 strict conformance with all federal, state, and local laws rules and regulations.
  - (iii) In connection with such ACM abatement work, I will furnish the Agent with copies of all reports and tests that are required by applicable laws, rules and regulations, and with a copy of the final report that is to be provided by my ACM consultant.
  - (iv) In connect with ACM removal and disposal, I will cause the ACM hauler to furnish the Agent with lists of all dump locations to be used, and a certification that the dump sites are EPA approved, and thereafter furnish to the Agent all dump tickets and disposal manifests.

I shall strictly comply in a timely fashion with all federal, state and local laws, rules and regulations pertaining to asbestos control, as the same have been or may hereafter be promulgated, supplemented or amended from time to time prior to and during the work. In addition, I agree to indemnify you and hold you harmless from and against any and all damages, losses, claims, liabilities, fines, penalties, costs and expenses (including, without limitation, attorneys' fees and disbursements) arising out or in connection with (a) any failure by me or any consultant or contractor retained by me to fully conform to all of the foregoing or (b) in the defense of any suite, action, claim or violation in connection with the ACM abatement work.

**TO BE COMPLETED AND SIGNED WHEN AN ARCHITECT OR EXPEDITER HAS  
SELF-CERTIFICATION OR EXPEDITED REVIEW AT THE DEPARTMENT OF  
BUILDINGS.**

DATE: \_\_\_\_\_

TO: Charles H. Greenthal Management Corp.  
Four Park Avenue  
New York, New York 10016

To Whom It May Concern:

I hereby agree that any and all remedial action that the Owner agrees to perform at  
\_\_\_\_\_, by signing an Owners Certification for the

filing of

(building address)

building permits, shall be performed by me and my successors.

\_\_\_\_\_  
Please Print Name

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

\_\_\_\_\_  
Signature

18. Lead-Paint

I understand that it is my responsibility to require that my contractors comply with the Pre-Renovation Lead Information Rule ("PLIR"), contained in section 406 (b) of the Toxic Substances Control Act (the "Act") requiring people performing renovation for compensation to distribute a pamphlet entitled "Protect Your Family From Lead in Your Home" (the "Pamphlet") prior to commencing the work, if the work will disturb more than two (2) square feet of paint in pre-1978 housing. If PLIR applies to my work, I acknowledge having received a copy of the Pamphlet from my contractors.

If any of my work that is covered by PLIR affects a common area, I understand that my contractors are obligated to provide you and all of the residents of the building with information on the timing and extent of the renovations that are to be made, such notices to be provided in accordance with the requirements of the Act.

I agree to indemnify and hold you, the Board, the shareholders or unit owners, the tenants and occupants of the Building, the Agent and your architects, engineers, and attorneys harmless from and against any and all losses, liabilities, costs and expenses (including without limitation, reasonable attorneys' fees and disbursements) suffered by reason of any failure by me or my contractors to comply with the Act.

If the foregoing meets with your approval, please sign the enclosed copy of this letter agreement where indicated and return it to me.

By: \_\_\_\_\_  
(Shareholder-Owner)

By: \_\_\_\_\_  
(Shareholder-Owner)

APPROVED: \_\_\_\_\_  
CHARLES H. GREENTHAL MANAGEMENT CORP.,  
AS AGENT \_\_\_\_\_