Garthchester Realty
www.GarthchesterRealty.com
440 Mamaroneck Ave., Suite S512
Harrison, New York 10528
(914) 725-3600 F:(914) 725-6453
98-20 Metropolitan Ave., Suite 1
Forest Hills, New York 11375
(718) 544-0800

ALTERATION APPLICATION
THE 37-14 34TH STREET CONDOMINIUM
2022

Dear Owners:

Enclosed you will find the Alteration Application for work to be done in your apartment. Please read the enclosed material carefully and ask the professionals and/or contractors working for you to do so as well. The rules set forth are done so to protect you as a owner, your fellow owners and the apartment corporation.

The purpose of the alteration application is to ensure that any renovation work performed in the building will cause as little disturbance as possible to other residents. In addition, the procedure ensures licensed contractors will be used to perform critical work and that work will be done in accordance with the building codes of the City of New York.

Owners seeking to renovate their units will be required to complete the alteration agreement and to obtain board approval prior to commencing any work which would involve demolition of walls, ceilings, tiles, or the change or addition to any electrical or plumbing system.

The package includes forms which request specific and important information from both the owner and his/her contractor.

No exceptions to this policy will be granted, as all work done in the building which requires outside labor, the use of equipment or the movement of heavy items through the building, can cause both damage to apartment condominium's property and a disturbance to other residents.

Before you submit the complete application, please submit your contractor's license and a copy of their certificate of insurance to Ms. Claudine Gruen at Claudine@garthchesterrealty.com so that their insurance can be reviewed and approved prior to you proceeding with the application.

The length of time it takes to review your package (from the time at which it is complete) and provide you with final approval of your alteration will vary depending on the scope of work, but generally will be from two to four weeks from receipt of your completed agreement along with any other required documentation.

Should you have any questions, please feel to contact your property manager.

Very truly yours,

GARTHCHESTER REALTY

OWNERS ALTERATION PROCEDURES

The 37-14 34th Street Condominium requires that the following procedures be followed for Owners Alterations:

Please read and sign the attached application. Return one (1) copy of the Alteration Application executed by you along with all of the requested documentation with the following fees to 98-20 Metropolitan Avenue, Suite 1, Forest Hills, NY 11375 Attn: Claudine Gruen.

Check in the amount of $350.00 made payable to Garthchester Realty for the processing of the application.

Check in the amount of $1,000.00 made payable to The 37-14 34th Street Condominium which represents an escrow deposit. The amount may change depending on the size of the alteration, or as required by the Board of Managers. The $1,000.00 security deposit will be returned upon the completion of the alteration and all permits filed with the Department Of Buildings are closed and no damage was done to the apartment corporation's building.

The following documents must be included:

Job description from your architect/contractor. This is in addition to any architectural, plumbing, electrical or structural plans submitted.

Letter from your architect/contractor stating that no load bearing walls are to be removed.

If you plan to move plumbing lines or make structural changes to the walls, the architect/contractor must file with the proper division of the Department of Buildings, City of New York. An Asbestos Report is also required if you are filing with the Department of Buildings.

If you plan to renovate your bathroom (depends on the extent of renovation), you will be required to replace all branch lines from the riser to the basin, toilet and shower body, including the shower body, toilet lead bend, shower pan, and installation of new ball shut off valves. If you plan on renovating your kitchen, you will be required to replace the branch lines from the riser to the sink and install new shut off valves. A licensed New York City plumber will be required to perform this work and it must be filed with New York City Department of Buildings (LAA form). You or your plumber must furnish a Letter of Completion from the Department of Buildings for plumbing work performed to the apartment prior to refund of escrow deposit. Additionally, the completed application will be sent to the condos' reviewing engineer at the cost of the owner. The cost of the engineer is approximately $400.00 which is subject to change dependent on the size of the renovation.

All contractors must comply with the EPA requirements and provide a copy of the company's EPA Certificate.

Copy of the agreement with all contractors working on the alteration. All plumbing and electric work must be performed by a New York City licensed plumber or electrician.

Hold Harmless Indemnification Agreement and Insurance procurement to be signed by **each** contractor. Blank form is included in this agreement.

Certificate of Insurance for each contractor naming The 37-14 34th Street Condominium, Garthchester Realty and all owners named on the stock certificate for the subject apartment as additional insureds. The certificate holder should read The 37-14 34th Street Condominium, c/o Garthchester Realty 98-20 Metropolitan Avenue, Suite 1, Forest Hills, New York 11375.

Copy of the license for all plumbers, electricians and trades people.

The application must be complete before it can be forwarded to the Board of Managers for approval.

Owner will pay for any fees incurred by the apartment corporation for the apartment condominium's engineer to review the application.

Once the completed application has been submitted and depending on the scope of work, it usually takes two to four weeks for approval. If the Board of Managers approves the alteration, the owner will be informed by this office and written approval will be forwarded to you for your files.

All contractors must see the Superintendent before beginning to work.

Containers for removal of materials are not allowed on the premises (unless prior written approval is received from management). They must be kept on the city streets and the contractor must have permits for their use.

All workmen must clean up daily when the day's work is done.

Upon approval from this office, as a courtesy, notification to neighboring apartments must be done by you. Please forward all copies of letters sent to your neighbors for our records.

Attached is an Alteration Agreement. Should you or your architect/contractor have any questions, please contact the managing agent for the building.

Please note: No application will be accepted unless all of the above items are fully completed, signed and executed properly. We will only accept an original certificate of insurance or emailed. Faxed copies will not be accepted by this office. Incomplete packages will not be reviewed and will be returned to you for completion.

Please be advised that the processing procedure can take a few business days from the time we receive all required documents and consider the application complete.

Faxed or e-mailed alteration applications will not be processed.

SHAREHOLDER(S) ALTERATION AGREEMENT

Date: _____

Name: _____
Apartment: _____
Phone: _____
Email: _____

I/we hereby request that The 37-14 34th Street Condominium (the "Condo") provide written consent for the marking of certain alteration(s) (the "Alteration") to the above referenced condominium apartment, in the premises known as **37-14 34 Street, Long Island City, NY 11101** (the "Building"). I/we have submitted, for approval, the plans and specifications attached hereto (the "Plans") for the Alteration, and we agree to the following:

A. Before any alterations shall be started:

I. I/We understand and agree that if I/we plan to combine apartments, move plumbing lines, add additional plumbing fixtures, add/remove electrical wiring or make structural changes, the licensed professional/contractor **must** file and obtain the appropriate approval and permit with the proper division of the Department of Buildings, City of New York. An Asbestos Report is also required when filing with the Department of Buildings.

II. I/We shall file the Plans with all proper municipal departments and shall obtain all governmental approvals, permits and certificates that may be required. The Managing Agent shall be notified of any Building Permit Number assigned to the Plans and shall be given a copy of the permits and aforementioned certificates within 10 days of my/our receiving same;

III. If any structural modifications are involved, I/we will submit a letter from my/our architect/contractor stating that no load-bearing walls are being removed.

IV. If Alteration shall include any electrical work I/we shall furnish to the Condominium a letter from a licensed electrician, engineer or architect, which shall certify that the electrical loads required resulting from the alteration will not be in excess of the present electrical capacity of the apartment and will not adversely affect the building's electrical service.

V. I/We understand and agree that if the work is extensive the alteration application, together with drawings and specifications, describing the total scope of work, will be submitted to the Condominium's engineer or architect for review at the shareholder's expense.

VI. I/We understand and agree that all contractors must contact the superintendent prior to commencing work.

a. I/We understand and will inform my/our contractor(s) that no containers for removal of materials are allowed on the premises, unless same has been approved in writing by management. All containers must be kept on the city streets and the contractor must have permits for their use.

b. I/We understand and will inform my/our contractor(s) that all workers protect the Building and must clean the common areas at the end of each workday.

c. I/We understand and agree that subject to approval from the managing agent, as a courtesy, written notification to neighboring apartments notifying them of the

construction work must be given by me/us. I/we agree to forward copies of letters sent to neighbors to the managing agent for their file.

VII. I/We shall furnish the Condo with a photocopy of each and every agreement with my/our contractor(s), which shall include a description of the scope of their renovation work. This is an addition to any architectural, plumbing, electrical or structural plans submitted.

VIII. I/we shall procure from my/our contractor and submit for the Condominium's approval, the contractor's written agreement waiving the right to file a Mechanic's Lien or other lien, attachment or encumbrance against the Condo which may arise out of or in connection contractors shall also be filed with the managing agent before such subcontractors commence work. If I/we are unable to obtain Waivers of Mechanic's Liens, then I/we shall provide the Condo with a Labor and Material Payment Bond from a Surety Company acceptable to the Condo.

IX. If required, I/we agree to obtain the approval of the New York Landmarks Preservation Commission for any alteration(s) involving the exterior of the building.

X. I/we agree that no air-powered tools will be used without the specific written approval of the Board of Managers.

XI. I/we agree that the contractor(s) who perform the alteration work must obtain the following insurance coverage:

- $1,000,000.00 comprehensive Liability
- $1,000,000.00 Property Damage Liability
- Workmen's Compensation and Employee's Liability Coverage for all employees of the contractor and any Sub-contractors.
- all contractor's and sub-contractors must have contractual liability coverage

XII. I/we agree to insure that the contractor(s) submit a Certificate of Insurance naming The 37-14 34th Street Condominium , Garthchester Realty and all owners named on the stock certificate for the apartment as additional insureds. The certificate holder should read The 37-14 34th Street Condominium, c/o Garthchester Realty 98-20 Metropolitan Avenue, Suite 1, Forest Hills, New York 11375. Said insurance will not be terminated unless at least thirty (30) days' notice is given to the managing agent.

XIII. I/We agree to submit a copy of the license for all plumbers, electricians and trades people.

B. Guarantees/Commitments:

I. If required, at completion of the alteration, I/we shall obtain a Certificate of Occupancy permitting residential occupancy of the Apartment and a Certificate from the Board of Fire Underwriters with respect thereto.

II. I/We shall assume all responsibility for the alteration and agree that neither the Condominium nor the managing agent will be responsible for the failure of efficient performance of building services to the Apartment resulting from the alteration.

III. I/We agree to assume all responsibility for the weather-tightness of any installation affecting the exterior walls or roof and the waterproofing of any portion of the Buildings structure directly or indirectly by the alteration and for the maintenance and performance of all heating, plumbing air-conditioning and other requirements installed or altered by me/us.

IV. Should the alteration involve the enclosure of any heat or water pipes, or in any other way limit access to these pipes and if in the future, the Condominium has cause to damage or remove these impediments for the purpose of repair to said pipes or for any other purpose, I/we agree to pay for any extraordinary expenses the Condo may incur in removing these impediments, and I/we shall assume all costs in restoring such.

V. The alteration and materials used shall be the quality and style in keeping with the general character of the Building. I/we agree to take all precautions to prevent all damage to the Building and assume all risk for damage to the Building, its mechanical systems, and property of all other tenants and occupants in the Building, which result from or any be attribute to the alteration.

VI. I/We agree that all demolition, reconstruction and installation work, as set forth in the Plans, shall be performed and completed within time period specified in this application from the date when municipal approval has been granted or if no approval is required, from the date approved by the Condo.

VII. I/We agree that the alteration shall be performed only between the hours of 9:00 A.M. and 5:00 P.M., limiting noisy work to after 10:00 A.M. No work shall be performed on Saturdays, Sundays, or Holidays.

VIII. I/We agree that rubbish; rubble, discarded equipment or other materials (i.e. empty packaging cartons) are to be promptly removed from the Building at my/our own expense, in the manner prescribed by the managing agent. I/We shall see to it that 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 alteration.

IX. If, for any reason one or more Mechanic's Liens are filed for the work done, or materials furnished in connection with the alteration, I/we agree, or my/our sole expense to cause such Mechanic's Lien(s) to be satisfied. The Condo may exercise all rights and remedies reserved to it in my/our Proprietary Lease to cause satisfaction of said Lien(s).

X. By executing this Agreement, to the fullest extent permitted by law, I/we undertake to indemnify, hold harmless and defend the Condo, managing agent and the owners and occupants of the Building, against any claims for damages to persons and property suffered as a result of the alteration, whether or not caused by the negligence or omissions of the undersigned or its contractors, subcontractors or agents, and any expenses (including, without limitation, attorney's fees and disbursements) incurred by the Condo's in connection therewith. Notwithstanding the foregoing, this indemnification and hold harmless shall not apply to damage caused by the Condo, its employees or agents.

XI. In granting the consent requested I/we understand that the Condo makes no representation as to the design, feasibility or efficiency of the alteration or whether I/we will be able to obtain the required permits and certificates.

XII. If the operations of the Building or any of its equipment are in any way adversely affected by reason of the alteration, I/we agree at my/our sole expense and cost to promptly remove the cause thereof upon being advised by the Condo or managing agent.

XIII. I/We acknowledge and agree that all demolition work must be completed within ten (10) days after commencement. I/we acknowledge that the time periods contained herein are of essence of this Agreement, and that the time periods may be extended only if the Condo requests that no work be performed on specific dates; in such event the time for

which completion is required hereunder will be extended by the number of days which the Condo prohibits work from being performed.

XIV. I/We acknowledge and agree that my/our failure to complete the alterations by the Completion Date will disrupt operations in the Building and cause the Condo to incur costs for staffing, professional fees and other costs. The parties agree that it would be difficult to quantify the actual damage to the Condo resulting from my/our failure to complete the alterations by the Completion Date. Therefore, I/We agree to pay liquidated damages to the Condo in an amount equal to $250.00 for each day after the Completion Date that the alterations are not completed increasing to $350.00 per day commencing on the 30th calendar day after the Completion Date. I/We agree that the liquidated damages constitute a fair and reasonable measure of the damages to the Condo for not completing the alterations by the Completion Date. I/We agree that the Condo may retain the liquidated damages from the security deposit. The foregoing liquidated damages shall not be construed as limiting any remedy which the Condo may have under this Agreement for a breach of my/our obligations hereunder including, but not limited to: (a) stopping the alterations; (b) injunctive relief; (c) commencing an action for monetary damages for: (i) injury to persons or damage to property; (ii) the cost of completing the alterations; and (iii) reimbursement of professional fees for enforcing this Agreement and for insurance premiums paid by the Condo.

XV. The work must be completed within ____ calendar days from the date of commencement (the "Completion Date"), unless prior written approval for an extension of time is received. The Owner must notify the managing agent in writing prior to the commencement date of work.

XVI. I/We agree that this Agreement may not be changed orally.

XVII. I/We understand and agree that the Condo may suspend all work hereby authorized if I/we fail to comply with the terms of this Agreement, my/our Proprietary Lease or the House Rules.

XVIII. Should the alteration involve erection of a structure or enclosure on an outside terrace, I/we agree that in addition to all other obligations set forth and in the Proprietary Lease, I/we shall grant the Condo's representatives access to the terrace for purposes of inspecting such structure or enclosure. I/we further agree, at my/our sole expense, to perform any repairs, maintenance and/or make such changes in the structure or enclosure, the Building (including the Apartment therein as required to meet appropriate standards). I/we acknowledge and agree that, the Condo is not obligated to undertake such inspections or recommend repairs, maintenance procedures or changes.

XIX. I/We have provided the Condo with a check made payable to the Condo in the sum of **$_____**, representing a security deposit for the faithful performance and observation by me/us and my/our contractor(s) of the terms and conditions of this Agreement. In the event I/We fail to perform all of its obligations under this Agreement, or if the Condo incurs any fees, costs or damages as a result of the alterations, I/We agree that the Condo may use, apply or retain all or part of such security deposit necessary to reimburse the Condo for any losses, costs, damages or expenses incurred. Nothing contained in this paragraph shall limit in any way my/our obligations or liabilities under this Agreement.

If at any time, the Condo has used or retained any portion of the security deposit, I/We shall replenish the security deposit to its original amount within five (5) business days after a request is made by the Condo. My/Our failure to replenish the security deposit

within five (5) business days after a request is made shall constitute a default under this Agreement. The Condo shall return to me/us the entire unused or unapplied portion of the security deposit upon completion of the alterations if I/we is in complete compliance with the terms of this Agreement and I/we has delivered the following items to the Condo:

i) an amended Certificate of Occupancy or a Letter of Completion issued by the New York City Department of Buildings closing out the building permit(s) for the alterations and
ii) a final waiver and release of lien executed by each contractor and subcontractor.

XX. I/We agree that by entering into this Alteration Agreement and in consideration for the Condo's consent to the requested alteration, I/we hereby release the Condo from its responsibilities under the Proprietary Lease in connection with the alterations performed in the Apartment. I/we and all future owners of the shares allocated to the Apartment, shall be henceforth be deemed responsible for all future maintenance, repairs and replacements that may be required in connection with or related to the requested alteration, as well as any unauthorized alterations or other construction performed in the Apartment including, but not limited to, any maintenance, repairs, and/or replacements of or to any portion of the Building affected by the requested alteration, any unauthorized alterations or other construction performed in the Apartment. Whenever a contract of other agreement shall be entered into for the sale, transfer or assignment of the common interest allocated to the Apartment, whether by operation of law or otherwise, each such subsequent owner shall, as part of such contract or other agreement, be informed in writing of my/our obligations hereunder, shall be provided a copy of the plans and this Agreement, shall be required to assume all of my/our obligations hereunder as a condition to such sale, transfer or assignment, and shall be required to execute such documentation as may be required by the Condo in connection therewith at or prior to closing. I/we shall, in addition, be responsible to provide copies of the Plans and this Agreement to the Purchaser.

XXI. I/we agree that this Alteration Agreement applies to the requested alteration, any unauthorized alterations and any other construction performed in, to or affecting the Apartment, including but not limited to, any electrical work, plumbing work, structural changes, exterior work and any work performed to windows, window frames, sashes or sills.

XXII. All parties hereto shall be deemed to have participated in the review and/or preparation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall in all instances be interpreted as to its fair meaning and to strictly for or against any party.

XXIII. I/we hereby warrant and represent that: I/we have carefully read this Alteration Agreement in its entirety; have had an adequate opportunity to consider it; have either consulted with an attorney of my/our own choosing or have had adequate opportunity to do so and have chosen not to/ I/we further warrant and represent that I/we understand all of its terms; fully understand my/our rights, obligations and responsibilities hereunder; voluntarily assent to all of the terms and conditions contained herein and are signing this Agreement voluntarily and without force or duress of any kind.

XXIV. I/we hereby further agree to waive any and all claims that I/we might have against the Condo that may arise as a result of or in connection with (a) the Condo's advice to a potential purchaser of the provisions of this Agreement and/or (b) the Condo's refusal to consent to the transfer of the apartment to a potential purchaser unless and until such potential purchaser has executed and delivered to the Condo or its agent such documentation as the Condo may require regarding the assignment and/or assumption of the obligations contained herein.

Read, understood and agreed to:

BY:_____ BY:_____

Date:_____

.....

☐ **Approved** ☐ **Approved with Modification (see instruction)** ☐ **Not Approved**

BY:_____

Date:_____

CONTRACTOR'S APPLICATION

(To be completed by the contractor)

This form must be completed by the contractor and submitted with the Owner's Alteration Agreement to the managing agent prior to commencing any work in the building. A New York City License is required by all contractors and their subcontractors in order to perform any work.

Contractor's Name: _____

Contractor's Address: _____

City, State, and Zip: _____

Contractor's Phone: Office: _____ Cell: _____

1. Description of Work:

2. NYC License number: _____ (Please attach a photocopy of your license).

3. Is a building permit required? Yes _____ No _____
If a permit is required, the work must be filed with the Department of Buildings and a copy of each building permit issued (Construction, plumbing, electrical, etc.) must be submitted to the managing agent before approval is granted to start each phase of work.

4. You are required to provide the managing agent with a certificate of liability and property damage insurance in the amount of $1,000,000.00 naming The 37-14 34th Street Condominium , Garthchester Realty, and names of all owners on the stock certificate as additional insured's for liability and property damage which may be caused by your actions while working in the building.

5. What is the name, address and telephone number of your insurance agent?

Contractor must read and sign:

I, _____ hereby agree to abide by the rules of The 37-14 34th Street Condominium while working in the building. Such rules prohibit work of any kind prior to 9:00 A.M. or after 5:00 P.M. weekdays. I understand that no work is permitted on Saturdays, Sundays, and Holidays.

Name of Contractor: _____

Signed By: _____

Print Name and Title: _____

- **Contractor Insurance Endorsement**

ADDITIONAL INSURED-CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: (*Your name and management company name)

WHO IS AN INSURED (Section IJ) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" for that insured by or for you.

It is further agreed that such insurance as is afforded by this policy for the benefit of the Additional Insured shown shall be primary insurance, and any other insurance maintained by the Additional Insured shall be excess and non-contributory, but only as respects and claim, loss or liability arising out of the operations of the Named Insured, and only if such claim, loss or liability is determined to be solely the negligence or responsibility of the Named Insured.

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Forest Hills, New York 11375
(718) 544-0800

The 37-14 34th Street Condominium
Insurance Clause for Contractors

The following must be listed as additional insured:

The 37-14 34th Street Condominium
Garthchester Realty
Name of Owner(s) as listed on the stock certificate

Certificate holder should read as follows:

The 37-14 34th Street Condominium
c/o Garthchester Realty
98-20 Metropolitan Avenue
Suite 1
Forest Hills, New York 11375

(MUST BE ON THE INSURANCE BROKER'S LETTERHEAD)

Exclusion of Injury to Employees, Contractors and Employees of Contractors

This insurance does not carry the below exclusion:

(i) Bodily Injury to any employee of any insured, to any contractor hired or retained by or for any insured or to any employee of such contractor, if such claim for bodily injury arises out of and in the course of his/her employment or retention of such contractor by or for any insured, for which any insured may become liable in any capacity;

(ii) Any obligation of any insured to indemnity or contribute with another because of damage arising out the bodily injury; or

(iii) Bodily injury sustained by the spouse, child, parent, brother or sister of an employee of any insured, or of a contractor, or of an employee of a contractor of any insured as consequence of bodily injury to such employee, contractor or employee of such contractor, arising out of and in the course of such employment or retention by or for any insured.

The exclusion applies to all claims and suits by any person or organization for damages because of such bodily injury, including damages for care and loss of service.

Named Insured: _____

Name Insured: (Printed) _____

Policy Number: _____

Insurance Broker Name: _____

Insurance Broker Signature:_____ Date: _____

Insurance Broker Contact #:_____

FORM A: LEAD BASED PAINT RULES RIDER

Effective June I, 1999 Lead Based Pain/ Rules Governing Renovo/ions in Pre-1978 Housing

I/we hereby acknowledge that I/we have received a copy of the pamphlet "Protect Your Family From Lead In Your Home", informing me of the potential risk of lead hazard exposure from renovation activity to be performed in my dwelling unit. I/we received this pamphlet before the work began.

I/we hereby agree and understand that I/we will be responsible for informing my/our contractor that they are responsible for complying with the lead based paint regulations when scraping and sanding of painted surfaces greater than two (2) square feel is performed either in my/our apartment or in the common areas of the building outside my/our apartment.

I/we hereby agree and understand that I/we will be responsible for informing my/our contractor that they are responsible for completing and executing all forms associated with painting renovation inside and outside my/our apartment, to make the pamphlet available to me/us if painting renovation is performed inside my/our apartment and to notify neighbors on my/our floor if a painting renovation is performed inside my/our apartment and to notify neighbors on my/our floor if painting renovation is performed outside the apartment in a limited use common area.

I/we hereby agree to hold the Condominium and managing agent harmless from any responsibility, cost and expense associated with the compliance of the lead based paint regulations and to indemnify the Condominium and managing agent from any lawsuit or legal cost and expense due to my/our failure to comply with such regulations.

_____
Signature of Unit Owner

_____
Printed name of Unit Owner

_____
Signature of Unit Owner

_____
Printed name of Unit Owner

_____
Name of Building/Address of Building

_____
Apartment Number

NEW FEDERAL LEAD PAINT RULE
Effective April 2010

“For buildings built prior to 1978, EPA rules for Safe Lead Based Paint Renovation will be adhered to, Per 40 CFR Part 745.225.”

_____
Contractor – Print Company Name

_____
Contractor – Print Name of Representative

_____
Contractor – Signature of Representative

_____
Date

NOTICE TO ALL RESIDENTS APPLYING FOR APARTMENT ALTERATION

We are writing to provide information regarding filing and permit requirements, as we understand them to be required by the New York City Department of Buildings.

Apartment Alterations:

When proposed work includes removal of partitions (original construction or previously filed wall construction), whether load bearing or not, filing of an Alteration Type II Application is required by the City, a Work Permit must be obtained by the Contractor. This process requires that the owner retain the services of a NYS licensed architect or engineer.

Minor work such as renovations as existing bathroom or kitchen where the existing foot prints of the rooms are not being changed may be performed without obtaining a Work Permit. When plumbing work is included in the scope of work (such as to replace the existing branch water, drain and vent piping pack to the risers), the work should be filed by a NYC licensed plumber with the NYC Department of Buildings. The plumber must furnish a statement and receipt that they have filed with the Department of Buildings for plumbing work being done to the apartment. This type of filing for minor work does not require an architect or engineer. There is a limit however, imposed by the city on the value of work that may be filed in the manner, per building, per 12 month time period. The amount of work cannot exceed $14,500 per 12 month period.

When electrical work is being performed and includes replacing the existing circuit breaker panel, or installing new circuits to the existing panel, a separate permit is required from the NYC Bureau of Electrical Control (BEC). This permit must be obtained by a NYC licensed electrician. Upon completion of the work, an inspection is made by a City inspector and a Certificate of Electrical Inspection and Approval will be issued if the completed work meets code.

No apartment alterations today should require filing an Alteration Type I application (which requires amending the Certificate of Occupancy), unless there is a change in use of a space, such as from a professional apartment to a residential apartment. This is not a frequent occurrence. Amending the Certificate of Occupancy is a major process that can subject the condominium to intense inspections, sometimes precipitating the need for extensive work to correct violation conditions.

Please contact me with any further questions or comments.

Very truly yours,

GARTHCHESTER REALTY

Garthchester Realty
www.GarthchesterRealty.com
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Harrison, New York 10528
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98-20 Metropolitan Ave., Suite 1
Forest Hills, New York 11375
(718) 544-0800

To All Owners:

Please be advised that you must close out your Permit once your alterations are completed. Your Escrow deposit will not be refunded until ALL Permits are closed out.

We require proof from the NYC Department of Buildings that your permit(s) were closed out.

Very truly yours,
Garthchester Realty

CLIENT / MANAGING AGENT / CONTRACTOR
INDEMNIFICATION AND INSURANCE REQUIREMENT AGREEMENT

Contractor Name:

Managing Agent Name: Garthchester Realty

Property Owner Name:

Property Address Unit: THE 37-14 34th STREETCONDOMINIUM, 37-14 34th Street, Long Island City, New York 11101

Owner / Unit #

Whereas the "Contractor" seeks to perform certain work pursuant to oral and/or written agreement for listed shareholder/unit-owner within an apartment/unit located at listed "Property", managed by the "Managing Agent"; parties agree to the following:

ACCESS TO PROPERTY LOCATION AND COMMON AREAS

Whereas, Contractor, in order to perform work for shareholder/unit-owner, requires access to various parts of the Property , which are the responsibility of the Property Owner and Managing Agent, and not the responsibility of shareholder/unit-owner (the "Common Areas"); and, Whereas, Contractor acknowledges the Property Owner's and/or Managing Agent's exposure to liability arising out of the Contractor's access to the Common Areas and work at the Property Location; and, Whereas, Contractor agrees that Contractor and/or Contractor's insurance carriers (and NOT Property Owner, Managing Agent or their insurance carriers) should be responsible for said liability; Contractor, Property Owner, and Managing Agent agree as follows:

INDEMNIFICATION AGREEMENT

In consideration for access to the Property Location, to the fullest extent allowable by law, Contractor agrees to indemnify, defend and hold harmless the Unit Owner, the Property Owner and/or Managing Agent from any liability, loss, or other claim, including but not limited to expenses and reasonable attorneys' fees, related to death, personal injuries or property damage (including, but no limited to loss of use thereof) arising out of or in connection with the performance of the work by the Contractor, its agents, servants, subcontractors or employees, except to the extent of any fault attributed to the Property Owner and/or Managing Agent, their employees or agents.

INSURANCE REQUIREMENT AGREEMENT

While performing work at the Property Location, Contractor shall maintain: workers compensation and employer's liability insurance with statutory limits; and commercial general liability insurance with a minimum limit of $1,000,000 per occurrence, which shall name Property Owner, Managing Agent and Unit Owner as "Additional Insured" and which shall be primary and non-contributory to any other insurance available to the Property Owner and/or Managing Agent. If required by Property Owner or Managing Agent, Contractor shall also maintain excess/umbrella liability insurance.

Commencement of the work by the Contractor at the Property Location shall be deemed acceptance of this Indemnification and Insurance Requirement Agreement for purposes legally equivalent to full execution of same. These terms supersede any others which may be inconsistent herewith. The term of this Agreement shall be one year, commencing on the contractor Authorized Signature Date (below); and this Agreement shall renew annually for subsequent one year terms until cancelled in writing by either party.

	Signature	**Printed Name**	**Date**
Agent for Property:	_____	Claudine Gruen	_____
Contractor:	_____	_____	_____
Property Owner	_____	_____	_____

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): CURRENT DATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: FULL NAME OF CONTACT	
Insurance Agency Agency Address City, ST zip	PHONE (A/C, No, Ext): PHONE OF CONTACT	FAX (A/C, No): FAX OF CONTACT
	E-MAIL ADDRESS: EMAIL ADDRESS OF CONTACT	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : CARRIER 1	NAIC REQ
INSURED NAME OF INSURED (MUST MATCH SIGNED CONTRACT) FULL CURRENT ADDRESS OF CONTACT	INSURER B : CARRIER 2	NAIC REQ
	INSURER C : (etc...)	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	**GENERAL LIABILITY** [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [ ] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [ ] POLICY [ ] PRO-JECT [ ] LOC	X		$1,000,000 / $2,000,000 Minimum	CURRENT	CURRENT	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 50,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 1,000,000
A	**AUTOMOBILE LIABILITY** [X] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS			$1,000,000 MINIMUM	CURRENT	CURRENT	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	[X] **UMBRELLA LIAB** [ ] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $	X			CURRENT	CURRENT	EACH OCCURRENCE AGGREGATE	$ 5,000,000 $ 5,000,000
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y / N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? [ ] **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below			STATUTORY LIMITS	CURRENT	CURRENT	[X] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Regarding work at _____ For Unit Owner / Unit # _____

Property Name/ Location: THE 37-14 34th STREETCONDOMINIUM, 37-14 34th Street, Long Island City, New York 11101

Managing Agent: c/o Garthchester Realty

Unit Owner and Unit #, THE 37-14 34th STREET CONDOMINIUM, and Garthchester Realty are listed as Additional Insured

CERTIFICATE HOLDER

THE 37-14 34th STREET CONDOMINIUM,
c/o Garthchester Realty
98-20 Metropolitan Avenue
Forest Hills, New York 11375

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

MUST HAVE A SIGNATURE

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