



**ALTERATION AGREEMENT**  
**2550 Independence Avenue**  
**March 2018**

Dear Shareholder(s):

Enclosed you will find the Alteration Agreement 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 an owner your fellow owner and the cooperative.

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.

Sincerely yours,  
HUDSONCREST PROPERTIES INC.

Encl.

THE PURPOSE OF THE RENOVATION PACKAGE IS TO ENSURE THAT ANY RENOVATION WORK PERFORMED IN THE BUILDING WILL CAUSE AS LITTLE DISTURBANCE AS POSSIBLE TO OTHER OWNERS AND TENANTS, 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.

ALL OWNERS SEEKING TO RENOVATE THEIR UNITS WILL BE REQUIRED TO COMPLETE THE RENOVATION PACKAGE 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 COOP PROPERTY AND A DISTURBANCE TO OTHER OWNERS.

## SHAREHOLDER ALTERATION PROCEDURES

Your Cooperative Corporation requires that the following procedures be followed for Shareholder Alterations:

1. Read and sign the attached Agreement. Return (2) copies of the Alteration Agreement executed by you to: (Hudsoncrest Properties Inc., 5683 Riverdale Avenue- Suite 203, Riverdale, NY 10471, Attention: Nykia Jefferson) along with all of the requested documentation as outlined below. (We will advise you if more copies are required)

Two checks **must** accompany the Alteration Agreement, the first for \$350.00 (non-refundable) representing the processing fee and the second in the sum of \$1,000.00 presenting an Alteration Escrow Deposit. (Amount may change depending on the size of the alteration, or as required by the Board of Directors). The checks should be made payable to **HUDSONCREST PROPERTIES INC.**

2. A job description from your architect/contractor. This is in addition to any architectural, plumbing, electrical or structural plans submitted.
3. A letter from your architect/contractor stating that no load bearing walls are to be removed.
4. 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.
5. 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. NYC licensed plumber will be required to perform this work and it must be filed with 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 prior to refund of escrow deposit.
6. All contractors must comply with the EPA requirements and provide a copy of the company's EPA Certificate.
7. A copy of the contract agreement with each contractor.
8. A waiver of mechanic's lien from **each** contractor (i.e. carpenter, plumber). Waiver should state that in event you decide not to pay the contractor or if the contractor should for some reason not pay his subcontractors, that the contractor and/or the subcontractors will not place a lien on the Cooperative.
9. Indemnification Agreement and Insurance procurement to be signed by owner and contractor (attached).
10. Certificate of Insurance for **each** contractor naming "Name of Cooperative" c/o Hudsoncrest Properties Inc. dba Goodman Management, 5683 Riverdale Avenue, Suite 203., Riverdale, NY 10471 and "As Additionally Insured":
  - Owner
  - HUDSONCREST PROPERTIES INC. dba Goodman Management
  - Cooperative Name

11. A copy of the license for all plumbers, electricians and trades people.

12. The packet **must** be complete before it can be forwarded to the Board of Directors for approval.
13. There will be a fee at the Owners expense if the Alteration Application is submitted to the Engineer/Architect for review.
14. If the Board of Directors approves the Alteration, the owner will be informed by this office and a copy of the fully executed Alteration Agreement will be forwarded to you for your files.
15. After the completed package has been submitted and depending on the scope of work, it usually takes two to three weeks for approval.
16. The general contractors must see the Superintendent before beginning to work.
17. No containers for removal of materials are 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.
18. All workmen must clean up daily when the day's work is done.
19. 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 agent in charge of your building.

**PLEASE NOTE:** NO PACKAGE 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. FAXED COPIES WILL NOT BE ACCEPTED BY THIS OFFICE. **PIECE MAIL PACKAGES WILL NOT BE REVIEWED AND WILL BE SENT BACK TO YOU FOR COMPLETION.**

**PLEASE BE ADVISED THAT THE PROCESSING PROCEDURE CAN TAKE UP TO TEN (10) BUSINESS DAYS FROM THE TIME WE RECEIVE ALL REQUIRED DOCUMENTS AND CONSIDER THE APPLICATION COMPLETE.**

**FAXED AND EMAILED ALTERATION APPLICATIONS WILL NOT BE PROCESSED**

**SHAREHOLDER(S) ALTERATION AGREEMENT**

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

Name(s): \_\_\_\_\_  
Email: \_\_\_\_\_  
Tel. #: \_\_\_\_\_  
Apt. #: \_\_\_\_\_

I/we hereby requests that **2550 Independence Ave. Owners Corp.** (the “Co-op”) provide written consent for the marking of certain alteration(s) (the “Alteration”) to the above referenced co-op apartment, in the premises known as **2550 Independence Avenue, Riverdale, NY Apartment \_\_\_\_\_, 2550 Independence Avenue** (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 there are no structural modifications and that no load-bearing walls are being removed.
- IV. If Alteration shall include any electrical work I/we shall furnish to the Cooperative 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 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 Co-op’s engineer or architect for review at the owner’s expense.
- VI. I understand and agree that all contractors must contact the Superintendent prior to commencing work.
  - a. I 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. They must be kept on the city streets and the contractor must have permits for their use.
  - b. I understand and will inform my/our contractor(s) that all workers must clean up daily when the day’s work is done.

c. I understand and agree that subject to approval from the Managing Agent, as a courtesy, written notification to neighboring apartments of the construction work must be given by me/us. I/we agree to forward copies of letters sent to neighbors for the Managing Agent's records.

**VII.** I/we shall furnish the Cooperative 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 Cooperative's approval, the Contractor's written agreement waiving the right to file a Mechanic's Lien or other lien, attachment or encumbrance against the Cooperative 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 Cooperative with a Labor and material payment Bond from a Surety Company acceptable to the Cooperative.

**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 Directors.

**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.

**XII.** I/we agree to insure that the contractor(s) submit a Certificate of Insurance, listing the Co-op as Certificate Holder and As Additionally Insured: Goodman Management Co., Inc., and me/us stating that said insurance will not be terminated unless at least 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 Cooperative 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 Cooperative 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 Cooperative 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 (on page 5 of 5) from the date when municipal approval has been granted or if no approval is required, from the date approved by the Cooperative.
- VII. I/we agree that the Alteration shall be performed only between the hours of 9:00 a.m. and 5:00 p.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 Cooperative 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, I/we undertake to indemnify and hold harmless the Cooperative, the Managing Agent and the Tenants 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 negligence, and any expenses (including, without limitation, attorney's fees and disbursements) incurred by the Cooperative in connection therewith.
- XI. In granting the consent requested I/we understand that the Cooperative 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 Cooperative or Managing Agent.
- XIII. I/we acknowledge and agree that all demolition work must be completed within (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 Cooperative 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 Cooperative prohibits work from being performed.

- XIV.** If the work is not completed within the approved time period, the Board of Directors and/or the Agent have the right to suspend all work and/or impose the following monetary damages. I/we agree to pay the Cooperative the following monetary damages:
- 1.** If the work continues from one (1) to thirty (30) days after the date of the required completion, damages of \$250.00 for each working day will be payable.
  - 2.** If the work continues for more than thirty (30) days of the date of the required completion additional damages of \$250.00 (for a total of \$500.00 per day) for each working day beyond the 30<sup>th</sup> day will be payable.
- XV.** **The work must be completed within 90 calendar days from the date of commencement, unless prior written approval for an extension of time is received. Owner must notify agent in writing prior of 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 Cooperative may suspend all work hereby authorized if you fail to comply with the terms of your Proprietary Lease or the House Rules applicable to Alterations, of the terms thereof.
- 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 Cooperative'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 Cooperative is not obligated to undertake such inspections or recommend repairs, maintenance procedures or changes.
- XIX.** I/we agree to release and discharge, and to the fullest extent permitted by law, to indemnify, defend and hold harmless, the Cooperative and its employees, agents (including, without limitation, the Cooperative's Managing Agent), officers and directors, from and against any and all claims, demands, or expenses of whatever kind or nature (including, without limitation, counsel fees and expenses) arising out of, or in anyway related to, the Alteration or other construction in the Apartment.
- XX.** I/we agree that by entering into this Alteration Agreement and in consideration for the Cooperative's consent to the requested Alteration, I/we hereby release the Cooperative from its responsibilities under the Proprietary Lease in connection 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 shares allocated to the Apartment, whether by operation of law

or otherwise, each such subsequent shareholder 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 Cooperative 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 Corporation that may arise as a result of or in connection with (a) the Corporation's advice to a potential Purchaser of the provisions of this Agreement and/or (b) the Corporation'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 Corporation or its agent such documentation as the Corporation 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 Shareholder'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 Office Tel. #: \_\_\_\_\_ Emergency Tel. #: \_\_\_\_\_

1. What work will you be performing?
  
2. What is your NYC License#? \_\_\_\_\_  
(Please attach a photocopy of your license).
  
3. Is a building permit required? No \_\_\_\_\_ Yes \_\_\_\_\_. 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 (Coop Corporation Name) \_\_\_\_\_ and Hudsoncrest Properties Inc. as insured's for liability and property Damage which maybe caused by your actions while working in the building.
  
5. What are the name, address and telephone number of your insurance agent? \_\_\_\_\_  
\_\_\_\_\_

Contractor must read and sign: I, \_\_\_\_\_ hereby agree to abide by the rules of \_\_\_\_\_ while working in the building. Such rules prohibits work of any kind prior to 9:00A.M. or after 5:00P.M. weekdays. I also understand that no work is permitted on Saturday, Sunday, and Holidays.

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

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

N.Y.C. License#: \_\_\_\_\_

Print Name and Title: \_\_\_\_\_

MECHANIC'S LIEN WAIVER FORM  
(to be completed by each contractor)

Dated: \_\_\_\_\_

Attention:        Managing Agent of \_\_\_\_\_

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

Dear Sir/Madame

The undersigned agrees that it will not make any claim against, or seek to recover (a) \_\_\_\_\_ (the "Shareholder") or (b) the Corporation' or the Corporation's other Shareholders', servants, agents, partners, guests, licenses, invites, tenants or employees (collectively, the "Indemnified Parties") for any damage to persons or property by the perils within the scope of the policies described in that certain alteration agreement between the Corporation and the Shareholder dated \_\_\_\_\_, unless the loss or damage is due to the carelessness or negligence of that Indemnified Party. The Indemnified Parties and all other occupants of the building shall be indemnified and held harmless against any and all liability, including legal costs and expenses on account of loss of life or injury to any person or damage to the property which occurs during or results from the performance of the work, unless such injury or loss or damage to the property is caused by carelessness or negligence of that Indemnified Party.

Sincerely,

(Name of Contractor)

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

License # \_\_\_\_\_

*A copy of my NYS license is attached.*

**INDEMNIFICATION OR HOLD  
HARMLESS AGREEMENT**

Contractor agrees to indemnify, defend and hold harmless Owner, the Affiliates and the Property from and against all losses, damages, claims or costs, whether incurred or paid, on account of liability, death, injury, damage or loss to persons (including its employees and the employees of all agents, subcontractors, servants, customers and other parties with whom it or its subcontractors have made contract to do any part of the work) or property, in any way arising out of or connected with the performance of the work or the use, by contractor or its employees, agents, subcontractors, servants or customers, or their employees, of facilities or equipment furnished or owned by Owner or others, including without limitations, the use of scaffolds, hoists, cranes, stays, ladders, supports, or other mechanical contrivances, and the infringements or alleged infringements of patented or alleged patented articles or inventions used on or for the Work. Contractor agrees to pay all costs and expenses incurred or paid by Owner or Affiliates on account of being charged with such liability, death, injury, loss or damage, including attorney's fees and court costs in the defense or preparation of the defense against such charges, even if such claim or suit is groundless, false or fraudulent.

**Insurance Requirement**

Contractor and all subcontractors shall obtain, and maintain, at **all** times during the term of this Agreement, at its sole cost and expense, the following insurance in connection with the obligations hereunder (which may be modified at owners discretion): (a) worker's compensation insurance with statutory limits and employer's liability coverage of not less than \$500,000; (b) commercial general liability insurance with the minimum per occurrence limit of at least \$1,000,000 and a general aggregate of not less than \$1,000,000 per occurrence, which insurance shall cover, but not be limited to, the following: (i) premises and operations liability, (ii) products/completed operations, (iii) broad form property damage, (iv) broad form contractual liability (v) personal injury, and (vi) independent contractor's liability; (c) automobile liability insurance covering owned, hired and non-owned vehicles, providing coverage for injury or death in any one occurrence, and property damage in a \$1,000,000 combined single limit coverage for bodily injury and property damage. The liability insurance policy or policies required hereunder shall be issued by a company or companies satisfactory to Owner in its sole Discretion and shall name \_\_\_\_\_ and **HUDSONCREST PROPERTIES INC.** as "additional insured's" there under, or other Affiliates as may be designated by Owner from time to time. The contractor's and subcontractor's policies will be considered primary insurance for any and all losses arising out of or connected with the performance of the work for the owner or its affiliates.

\_\_\_\_\_  
Signed by Contractor

\_\_\_\_\_  
Date

- **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 II) 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 to claim, loss, or liability arising out of the operation 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.



## **Insurance Clause for Contractors**

### **Certificate Holder:**

2550 Independence Ave. Owners Corp.  
c/o HUDSONCREST PROPERTIES INC. dba GOODMAN MANAGEMENT  
5683 Riverdale Avenue, Suite 203  
Bronx, NY 10471

### **Additional Insured:**

1. Name of Shareholder(s)/Owner(s) and Unit #
2. 2550 Independence Ave. Owners Corp
3. HUDSONCREST PROPERTIES INC. dba GOODMAN MANAGEMENT

(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 indemnify 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 1, 1999 Lead Based Paint Rules Governing Renovations 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 feet 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 Cooperative and managing agent harmless from any responsibility, cost and expense associated with the compliance of the lead based paint regulations and to indemnify the Cooperative and managing agent from any lawsuit or legal cost and expense due to my/our failure to comply with such regulations.

\_\_\_\_\_  
Signature of Shareholder/Unit Owner

\_\_\_\_\_  
Signature of Shareholder/Unit Owner

\_\_\_\_\_  
Printed name of Shareholder/Unit Owner

\_\_\_\_\_  
Printed name of Shareholder/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 shareholder retain the services of a NYS licensed architect or engineer.**

**Minor work such as renovations as existing bathroom or kitchen where the existing foot print of the rooms is 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 files 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 is 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 cooperative 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,  
HUDSONCREST PROPERTIES INC.  
Richard Goodman, Managing Agent**