

## Cooperative Apartment Alteration Agreement

Date:

To:

c/o:

Unit No.:

Building:

,Owner

,Managing Agent

Dear Sir or Madam

According to paragraph \_\_\_\_\_ of my Proprietary Lease, I request your permission to install equipment and make the alterations described in the attached document (herein referred to as the “work”) in the above apartment.

As a condition to permission being granted

1. I agree that before work is commenced:
  - (a) I will provide you with a complete copy of any agreement made with all contractors and suppliers.
  - (b) If required by law, to file plans with and procure the necessary, of any Governmental Agencies having jurisdiction over the “work” and, not more than ten days after receipt of such approval, to deliver to you a copy of every permit or certificate issued. If there is any question as to the necessity for a permit, you shall have the right to determine the doubt.
  - (c) To obtain from contractors:
    - i. Comprehensive personal liability and property damage insurance policies, each in the amount of \$1,000,000.00, which policies name you the owner and your Managing Agent, as well as myself, as insured parties. The policies shall provide that they may not be terminated until at least ten days after written notice to you; and
    - ii. Workmen’s compensation and employees liability insurance policies, covering all employees of, contractors or subcontractors.

All such policies, or certificates evidencing their issuance, shall be delivered to you in a timely manner.
2. If you require legal, engineering or architectural advice prior to granting permission, I will reimburse you, on demand, for reasonable fees incurred, and if consent is granted, I will reimburse you prior to the commencement of any work.
3. I understand that:
  - (a) I assume all risks of damage to the building and its mechanical systems, and to persons and property in the building which may result from the “work” being performed and all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all “work”, whether or not structural, weather tightness of windows, exterior walls or roofs, waterproofing of every part of the building directly or indirectly affected by the “work”, and maintenance of all heating, plumbing, air-conditioning and other equipment installed or altered pursuant hereto. If the operation of the building, or any of its equipment, is adversely affected by the work, I shall, when so advised, promptly remove the cause of the problem.

- (b) I recognize that there will be no change in the operation of the building's heating system (or air-conditioning system,) to facilitate the functioning of any heating or air-conditioning units I may be installing.
  - (c) All alteration and materials used shall be of the quality and style in keeping with the general character of the building.
  - (d) I undertake to indemnify you and hold you harmless, your Managing Agent and tenants or occupants of the building for damages suffered to person or property as a result of the work performed hereunder, whether or not caused by negligence, and to reimburse you and your Managing Agent for any expenses (including without limitation, attorneys' fees and disbursements) incurred as a result of such work.
  - (e) If, after any alterations are made or installing any equipment referred to herein, I shall:
    - i. Attempt to exercise my right to terminate my Proprietary Lease pursuant to paragraph \_\_\_\_\_, I will, on your demand, but my expense, restore the premises and equipment to their condition prior hereto, agreeing that compliance with this agreement shall be a condition precedent to the cancellation of my lease, or
    - ii. Attempt to transfer the corporate shares allocated to the apartment and the Proprietary Lease appurtenant thereto, I will, if requested by you, either restore the premises and equipment to their condition prior hereto or provide you with an agreement by my transferee to assume all obligations and understanding expressed in subparagraphs (a) through (d) of this paragraph.
4. All permitted work shall be completed within \_\_\_\_\_ days after any required Governmental approval, have been granted or, if no approval is required by law, then from the date hereof.
  5. No work shall be done, except between the hours of 8 a.m. and 5 p.m., Saturdays, Sundays and holidays excluded, and any work which can produce unusual noises, which might be disturbing to building occupants, shall not be done before 10 a.m.
  6. All precautions will be taken to prevent dirt and dust from permeating any part of the building during the progress of the alteration. Materials and rubbish will be placed in barrels or bags, before being taken out of the apartment. All such barrels or bags, rubbish, rubble, discarded equipment, empty packing cartons and other materials will be taken out of the building and removed from the premises at my expense. I agree that only the service elevator may be used for such removal and only at such times as the Superintendent of the building directs. If the convenience of other tenants requires that the service elevators be operated on an "overtime" basis, I shall reimburse you for any expenses incurred in connection with such use.
  7. I will be responsible for the entire cost of the alterations and installations and pay any bills incurred in connection with the "work" not later than thirty days after completion of the "work". If any mechanic's liens are filed for work claimed to have been done or materials alleged to have been supplied, I shall have such liens discharged within ten days after their filing. If I fail to do this you may exercise any of your rights under the Proprietary Lease or this agreement.
  8. Upon completion of the "work", I will deliver to you an amended Certificate of Occupancy and a certificate of the Board of Fire underwriters, if required, and such other proof as may be necessary to indicate all work has been done in accordance with all applicable laws, and Government regulations.
  9. I recognize that by giving consent to the "work", you do not express an opinion as to the plan or feasibility of the "work".

10. Failure to comply with the provisions hereof shall be deemed a breach of the provisions of the Proprietary Lease, pursuant to which your consent has been granted, and, in addition to other rights, you may also suspend all "work" and prevent workmen from entering my apartment for any purpose other than to remove their equipment.

11. This agreement may not be changed orally. This agreement shall be binding on you, me, and our personal representatives and authorized assigns.

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

Very truly yours,

\_\_\_\_\_  
  
\_\_\_\_\_

PERMISSION GRANTED:

\_\_\_\_\_

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