



## Century Management Services, Inc. / Booth Street Owners Corp.: Alteration Package

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Congratulations on your decision to upgrade your apartment! The Board of Directors and Century Management wish you the best in the process of refurbishing your apartment. The Board encourages Shareholders to make the most of their living space while increasing the value of their apartment, and we want to make the process as easy as possible for you while protecting the rights and property of your neighbors. Please read through the following materials to become acquainted with the entire procedure to eliminate delays.

The purpose of this package is to ensure that both you and the building are properly protected throughout the process of your alteration. The application package has evolved in response to real problems that many buildings have experienced over the years. The objective of the procedure is to reduce risks to you and the building inherent in undertaking a construction project.

Generally, the Board or management will review no alteration package until it is complete. Century Management can assist you in understanding and completing your package, but will not forward incomplete packages to the Board for review. Included in these Guidelines is an Alteration Approval Checklist

Approval or disapproval of work is usually issued within thirty (30) calendar days of the receipt of a completed alteration application package, barring any extenuating circumstances. The process may take additional time if the plans need to be sent to the building architect and/or engineer for review.

Upon receipt of your completed package, management and/or the Board will review it and either approve or request additional information. If additional information is requested, the total approval process may take

longer than the approximated thirty (30) days. Work may not begin until approval has been given, and Century Management has notified the building superintendent as evidenced by the sample letter enclosed (Attachment: 8). The superintendent will be given all work descriptions. The Superintendent will inspect the job on a regular basis and will report any problems to management and the Board. Should your contractor violate any rules or install any unapproved work, it will be at the superintendent's discretion to halt any and all work.

Your security deposit will only be returned once work is complete and the superintendent has completed the Damage Report Form (Attachment: 11) and filed it with management. Please present this form to the superintendent when your work is complete and all contractors have completely cleared the apartment and building of all equipment and debris. Your deposit will be issued within thirty (30) business days from when the Damage Report Form is filed with management.

## How to Obtain Approval for Alteration Guidelines Attachment # 1

**Definitions:** *All apartment improvements fall into one of three categories, subject to differing application procedures, building requirements, and fees*

### **Alteration:**

Any work requiring one or more city building certificates, or any plumbing before turn-off valves or before waste traps, or any electrical work requiring an electrician, or any work that can have structural impact to the integrity of the existing walls (including opening or punching holes in walls), floors, ceilings, windows, or any area outside the apartment.

Or

Anything beyond simple decorative work that does not require a city building certificate, does not affect plumbing before apartment fixture shut-off valves, or before waste traps, or does not require a licensed electrician, or does not require any work beneath existing plaster, or floors. Such work needs to be approved by alteration committee, no full board, after submission with a description of work and schedule. E.g., installation of built-ins; scraping, sanding, staining and finishing floors.

### **Decorative Work:**

Painting, wallpapering, replacement of appliances, electrical fixtures, or plumbing fixtures that does not require new wiring or new plumbing before cut off valves or before waste traps. If your work falls under this category, please download this application online or contact your assistant property manager.

### **Approval procedure:**

1. Call the managing agent to discuss any questions you may have about this alteration application package. Submit a complete application as detailed in this package. Please find a sample certificate of insurance within this package to avoid errors, and thus delays.
2. Please send the completed package to:

**Booth Street Owners Corp.**  
c/o Century Management Attn: Alteration Department  
440 Ninth Avenue, 15<sup>th</sup>-Floor  
New York, NY 10001

And to:

[Alterations@centuryny.com](mailto:Alterations@centuryny.com); please reference your address and apartment in subject line.

3. Management may submit your plans to the building's architect and/or engineer who will determine

if the proposed work conforms to the building’s legal, safety, convenience and esthetic concerns. Be as complete and thorough as possible. If plans are incomplete or present design problems, the building’s architect and/or engineer may require modifications. The more often plans must be revised or amended; the longer the approval process will take. **There is a fee for review of your plans by the building’s architect and/or engineer.**

4. Filing the work with the Department of Buildings may be required and, if so, the Board (not the Shareholder) will have to sign the appropriate NYC DOB forms. Department of Buildings filings should be made after coop Board approval is received; if the building’s architect and/or engineer require modifications to your plans, and you have already filed, the modified plans will have to be re-filed, resulting in delay and greater cost to you.

**A Completed Alteration Package Consists Of the Following (5 – 13):**

5. Signed REBNY Alteration Agreement (Attachment 4) with all pages filled out. A signed copy of these guidelines (Attachment 1) and a completed alteration project summary (Attachment 2).
6. Detailed written scope (description) of work. Three (3) copies of architectural drawings (plans), if applicable. It is essential that your drawings include the existing conditions of any and all areas of your apartment slated for work.
  - a. In the event that you are changing the configuration of your apartment, and will be demolishing existing walls in order to achieve your new apartment layout and/or design, you are solely responsible for all investigations to determine the feasibility of the design. These investigations should consist of probes into all walls slated for demolition to discover any structural, mechanical, and/or plumbing conditions that might interfere. It is also your responsibility to have your design professionals and/or contractors question the superintendent about building systems (such as pipes, gas lines, etc.) that might be affected.
  - b. Please be advised that no “as built drawings” exist. Consequently, approval of your plan does not obviate your responsibility as delineated above. As such, neither the building nor management, are responsible for any conditions discovered during the execution of the work that will affect the design. Any changes in the scope of work due to such discoveries must be disclosed to management so that proper review can take place. Any and all expenses related to resolving design, architectural or engineering problems, whether expenses are to your own contractors and/or design professionals or the buildings, will be borne by you. All alterations involving this type of work WILL require filing with the Department of Buildings.
7. \$500.00 processing fee for major alterations: made payable to Thomas Fenniman, the Building Engineer to review your proposed alteration(s), include name, address, and apartment number of subject premises on check. **\$250.00 Alteration fee, made payable to Booth Street Owners Corp. (See attached memo)**
8. \$1,000.00 refundable deposit made payable to **Booth Street Owners Corp.**, and an executed copy of the Alteration Security Deposit Form (Attachment 6) (include name, address, and apartment number of subject premises on check). All Major Renovations (three (3) months or more in duration) will require an additional non-refundable fee of \$1,000 per three (3) month work period, payable to Booth Street Owners Corp., by check. This fee will cover the cost of the additional staff required to ensure appropriate security and cleanliness of the building.
9. Executed (signed) copy of all contracts with any and all general and/or prime contractors.

10. General/Prime contractor's Certificates of Insurance for 1) general liability insurance of at least \$1,000,000, 2) worker's compensation insurance, and 3) NY employee disability insurance.

a. Certificate Holder must be listed as follows:

**Booth Street Owners Corp.**

c/o Century Management Services, Inc.  
440 Ninth Avenue, 15<sup>th</sup>-Floor  
New York, NY 10001

b. Each insurance certificate must state the following: "The following are additionally insured: (1) **Booth Street Owners Corp.**, its officers and directors, (2) Century Management, and (3) [the Shareholder(s) by name]."

11. Copy of all up-to-date licenses: Contractor's DCA license, Plumber's license, Electrician's license, etc. All contractors must be licensed in the State of New York.

12. Rules for Contractors Working in Apartments (Attachment 7) signed by the Shareholder and the General/Prime Contractor.

**Depending on the nature of the work proposed, the following may be required:**

13. Catalog cuts of any major equipment or components.

14. Applications, permits, and sign-offs as may be required and stamped by the Department of Buildings for the proper filing of the work.

15. Fees for review by the building architect and/or engineers.

16. Compliance with any other requirements as deemed necessary by the Board of Directors.

**Special Considerations That May Require Architectural Review:**

17. The combination of apartments.

18. Demolition of existing interior walls or the construction of new interior walls; modification of walls that support the building.

19. Any changes that affect water, gas, plumbing, heating system, and/or electric lines. In all buildings built before 1960, the replacement of horizontal water supply and drain lines will be required.

20. The addition of a 220-volt electrical line (e.g. for an air conditioning unit over 12,500 BTU).

21. The relocation of appliances and plumbing fixtures.

22. All new bathroom floors require the installation of a waterproof membrane over the sub-floor. We suggest that you purchase and store at least 10% overage of your floor and wall tile in the event future repairs to plumbing lines are required, as the building is not required to restore new tile.

23. When retiling or replacing a substantial portion of a bathroom, the Board requires the replacement of all plumbing thereby made accessible, to the riser. Please contact Century Management or the Board for further information about this requirement.

24. Creation of additional bathrooms (e.g. powder rooms) or expansion of existing bathroom.

**The Following items are not allowable:**

- 1. Jacuzzi Tubs**
- 2. Washers and Dryers**
- 3. High Pressure Toilets**
- 4. The channeling into exterior or supporting walls or floor slabs (for water, cable or electric lines).**

**Shareholder Signature:** \_\_\_\_\_

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

**Alteration Project Summary  
 Attachment # 2**

Note: Applicant to fill in applicable portions of this form either entered directly into this form or as an addendum to the complete package. All sections listed, as “Management” will be addressed internally at Century.

Application Date	
Apartment Number	
Shareholder’s Name	
Phone Number During Renovation	
EMERGENCY NUMBER	
General Contractor’s Name	
Phone Number	
Name of Supervisor	
Architect’s Name	
Phone Number	
Anticipated Start Date	
Anticipated Completion Date	
Project Cost	
Permits Required	
Areas Affected Structurally	
Areas Affected Mechanically	
Areas Affected Electrically	
Plumbing Issues	
Exterior	
Demolition	
Deposit Collected	Management
Ok to Release Deposit	Management
Fees Incurred	Management
Package Sent To Architect: Dates	Management
Comments/Communications	Management

**FOR CENTURY MANAGEMENT USE ONLY**

**Alteration Checklist  
Attachment # 3**

- Scope of Work/Specifications
- Architectural Plans – Existing & Proposed Conditions
- Department of Buildings Application/Permits/Plan Approval
- Alteration Guidelines
  - Initialed by Shareholder(s)
  - Rules for Contractors signed by Shareholder(s)
  - Rules for Contractors signed by Contractor
  - Alteration Project Summary
- Executed REBNY Alteration Agreement
- Application Fee: \$500.00 for building engineer review
- Alteration Fee: \$ 2 5 0 . 0 0
- Refundable Security Deposit: \$1000.00
- Copies of Contracts
- General Contractor's Licenses
- Subcontractor's Licenses
- Consultants
- Other Suppliers
- Insurance Certificates
- EPA Lead-Safe Certification Form
- General Contractor DCA
- Plumbing - License
- Electrical - License
- Review/Approval by Coop Architect/Engineer
- Damage Report Form signed by Superintendent
- Building Sign Offs
- Other



## ALTERATION AGREEMENT

© Copyright 1999 REBNY  
Attachment #4

This Agreement, made as of this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ between Booth Street Owners Corp. (the "Corporation") with an address c/o Century Management, 440 Ninth Avenue, 15<sup>th</sup> Floor, NY, NY 10001 and \_\_\_\_\_ (the "Shareholder(s)") having a mailing address of \_\_\_\_\_

### WITNESSETH:

WHEREAS, the Shareholder hereby requests permission to make/install the equipment and/or make the alterations in the apartment Apt. # \_\_\_\_\_ at \_\_\_\_\_ as described in the accompanying plans and specifications (the "Work");

WHEREAS, in order to obtain the Corporation's consent to the Work as required under the proprietary lease (the "Lease") between the Shareholder and the Corporation, the Shareholder agrees to comply with the terms of the Lease and the obligations and policies of the Corporation, including but not limited to, applicable House Rules.

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

#### 1. CORPORATION'S CONSENT

- a. Compliance with Lease Terms and Corporation Policy. At all times, Shareholder shall comply with the terms of the Lease and the obligations and policies of the Corporation, including but not limited to, applicable House Rules.
- b. Shareholder's Submissions Prior to Consent.
  - i. Plans: Prior to the Corporation's consent, Shareholder shall provide the Corporation with an overall project summary identifying the proposed scope of the Work accompanied by detailed plans, specifications and drawings of the Work, including a room-by-room list of all alterations to be undertaken. If required by the extent of work to be undertaken, or by the Corporation, detailed plans and specifications (the "Plans") prepared, signed and sealed by an architect or engineer licensed in the State of New York. Shareholder shall not modify such plans after they are approved by the Corporation and their Designated Engineer or Architect (the "Corporation's Designated Engineer or Architect") without the subsequent approval of the Corporation.
    1. Should the scope of work so require, Shareholder shall provide the Corporation with a statement from an electrical engineer or architect certifying that the electrical loads required as a result of the Work will not be in excess of the present electrical capacity of the Apartment.

- ii. Security Deposit. Upon submission of this Agreement, Shareholder shall submit to the Corporation a check in the amount of \$1,000, payable to the Corporation as security for the faithful performance and observation by Shareholder of the terms and conditions of this Agreement (the "Security Deposit"). Shareholder's liability hereunder shall not, however, be limited to the amount of the Security Deposit. If at any time the Security Deposit is diminished by one-half of this original amount, Shareholder shall replenish the Security Deposit to the full amount within three (3) days after written demand. Shareholder's failure to so replenish the Security Deposit shall be a material breach of this Agreement and shall entitle the Corporation to cease reviewing the Plans if such breach occurs prior to approval, or to stop the Work if such breach occurs after approval, and/or exercise any remedies it has hereunder or at law or in equity. If Shareholder complies with all of the terms and conditions of this Agreement, the Security Deposit or the remaining balance thereof, if any, shall be returned to Shareholder. The Corporation shall not be required to hold the Security Deposit in an interest bearing account.
  - iii. Processing & Alteration Fee. Upon submission of this Agreement, Shareholder shall submit a check in the amount of \$500 payable to Thomas Fenniman for reviewing, processing and coordinating in connection with this request and the Work. Alteration Fee in the amount of \$250 payable to Booth Street Owners Corp.
  - iv. Project Schedule. Prior to consent by the Corporation, Shareholder shall submit to the Corporation a proposed project schedule in sufficient detail to separately identify the major portions of the Work, their duration and their completion dates.
  - v. Names of Proposed Contractors. The Corporation shall have the right to approve Contractors to be used in performance of the work. Shareholder shall replace any contractor with whom the Corporations has reasonable objection to.
  
- c. Corporation's Review of Work as Proposed. The Corporation shall either approve, disapprove or require further information regarding the proposed scope of work.. The Shareholder's request to perform the Work must include a schedule that the Corporation may approve or require the proposed project schedule to be modified, including the duration of the Work. Based on the extent of the proposed scope of work, the Corporation may seek legal, engineering or architectural advice as part of the review process. Shareholder shall reimburse the Corporation, on demand, for any fees (including attorney's fees) incurred, including, but not limited to, any fee arising from review of the Plans for the Work by the Corporation's Designated Engineer or Architect.
  
- d. Work is of Shareholder's Sole Design. Shareholder recognizes that by granting consent to the Work, the Corporation does not express any opinion as to the design, feasibility or efficiency of the Work.
  
- e. Indemnification by Shareholder. Shareholder hereby indemnifies and holds harmless the Corporation, the Corporation's Designated Engineer or Architect, employees, agents, including without limitation the Managing Agent, and other Shareholders and residents of the Building against any damages suffered to persons or property, whether or not caused by negligence, as a result of the Work. Shareholder shall reimburse the Corporation, the Corporation's Designated Engineer or Architect, employees, agents, including without limitation the Managing Agent, and other Shareholders and residents

of the Building for any losses, costs, fines, fees and expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred as a result of the Work and/or Shareholder's or any contractor's, subcontractor(s) or consultant's failure to conform with this Agreement or any law or ordinance and which may be incurred by the Corporation in the defense of any suit, action, claim or violation in connection with the Work or the abatement thereof.

- f. All Costs Associated with Work Done at Shareholder's Expense. Shareholder accepts sole responsibility for the Work and for all costs in connection with the Work. If the Corporation obtains legal, engineering or architectural advice subsequent to granting permission for the Work, Shareholder agrees to reimburse the Corporation, on demand, for any fees (including attorney's fees) incurred. Shareholder understands and agrees that all costs of labor, equipment and materials incurred by the Corporation, shall be paid by Shareholder as additional rent under the Lease.
  
- g. Shareholder's Responsibility for Consequences of Work Shareholder and any successors-in-interest assume(s) all risks of damage to the Building and its mechanical or electrical systems, and to persons and property in the Building which may result from, or be attributable to, the performance or existence of the Work and the maintenance and repair of any alterations and installations in the Apartment after completion. This responsibility covers all aspects of the Work, whether or not structural, including without limitation, 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, Shareholder, when so advised, shall promptly remove or correct the cause of the problem as determined by the Corporation. Shareholder agrees that any air conditioning units, terrace plantings and/or structures installed by Shareholder, wherever located in the Building, may be removed, stored and reinstalled by the Corporation for the purpose of repairs, upkeep or maintenance of the Building, at the sole expense of Shareholder. If Shareholder does not promptly remove or correct the problem, the Corporation may have the problem corrected and Shareholder shall be liable for all costs and expenses incurred in connection therewith.

## 2. PRECONSTRUCTION REQUIREMENTS

- a. Shareholder Submissions Prior to Commencing Work.
  - i. Shareholder Agreements with Contractors prior to beginning the Work. Shareholder shall provide the Corporation with complete and conformed copies of every agreement made with contractors, subcontractors and suppliers.
  - ii. Permits. After the Corporation's approval of the proposed work and if required by laws, rules, orders or governmental regulations or the Corporation's Designated Engineer or Architect, Shareholder shall file plans, forms or applications (including without limitation any asbestos-related forms filed in support of any applications) with, and procure the approval, permits, licenses and consents of, all governmental agencies having jurisdiction over the Work including but not limited to, the New York City Department of Buildings, the Board of Fire Underwriters and the Landmarks Preservation Commission, and, not more than ten (10) business days

- after receipt of such approvals and prior to the commencement of work, Shareholder shall deliver to the Corporation a copy of every permit or certificate issued. The determination of the Corporation's Designated Engineer or Architect as to the need for any such approval shall be conclusive. Should the Work require welding or burning, permission to commence Work shall be contingent upon the submission to the Corporation of the appropriate permits issued by the Fire Department of the City of New York and the certification issued by same of the individual to perform that portion of the Work. Specific notice shall be given to the Corporation twenty-four (24) hours in advance of the performance of such work.
- iii. Lead-Based Paint Acknowledgments. No more than sixty (60) days prior to beginning renovation activities in the Apartment, Shareholder shall obtain from Shareholder's contractor the Environmental Protection Agency (the "EPA") pamphlet entitled Protecting Your Family from Lead in the Home (the If the Apartment is occupied by persons other than Shareholder, Shareholder shall provide an adult occupant with the Pamphlet. Shareholder shall deliver to the Corporation and the Managing Agent a written acknowledgment of receipt of the Pamphlet and, if applicable, an adult occupant's written acknowledgment of receipt of the Pamphlet or a certificate of mailing evidencing it. Shareholder shall deliver copies of such acknowledgments of receipt to both the Corporation and the Managing Agent at least five (5) days prior to the scheduled commencement of the Work. Shareholder acknowledges that the Corporation has no liability or obligation in connection with this notification requirement of the EPA. If the Corporation and/or the Managing Agent are not in receipt of any acknowledgment required under this paragraph five (5) days before the scheduled commencement of the Work, the Corporation may refuse to allow the Work to commence until any such acknowledgment is received. In the event that the Corporation determines that the Work will extend beyond the Apartment into the hallway or any other common area, the Managing Agent shall supply notice of such Work to the other Shareholders and residents of the Building as required by law, at the expense of Shareholder.
- iv. Insurance. Shareholder shall procure from Shareholder's contractor or contractors the certificates of insurance for the insurance policies described on "Attachments 7 & 16" attached hereto, which policies shall name the Corporation, the Corporation's officers, directors, Shareholders and Designated Engineer or Architect, the Managing Agent and Shareholder as parties insured. Such policies shall provide that they may not be terminated until at least ten (10) days after written notice to the Corporation. All such policies or certificates evidencing the issuance of the same shall be (i) with companies that are reasonably acceptable to the Corporation, and (ii) delivered to the Corporation before the Work commences.
- v. Notice of Actual Commencement of Work. Prior to commencing the Work, Shareholder shall give at least five (5) days' written notice to the Corporation, the superintendent of the Building and the Managing Agent of the date the Work shall commence. If actual start date varies substantially from the schedule submitted under Section (1.B.iv.), Shareholder should submit a revised schedule for review and approval by the corporation. Shareholder shall also notify neighbors above, below and on either side of the Apartment of the nature and duration of the Work (Attachment 13).

- vi. Contractor Information. The contractor will be required to provide the name and phone number of the designated representative that will be supervising the project.

3. PERFORMANCE OF THE WORK

- a. Work Done at Shareholders Risk: Any damage to the apartment or other areas of the Building, including, but not limited to the common structure, infrastructure, mechanical systems, equipment, elevators, doors and finishes of the Building, caused by or resulting from the Work, shall be covered by the insurance coverage required of Shareholder, or Shareholder’s contractor(s) or subcontractor(s), as the case may be. However, the existence of such insurance shall not relieve Shareholder of liability therefor. Shareholder shall be responsible for such damage whether or not such damage is covered by insurance and irrespective of whether or when payment for such damage is made by Shareholder’s or any other insurance company. If the Managing Agent advises Shareholder of any damage, which in the Managing Agent’s opinion, was caused by the Work, Shareholder shall promptly submit such claim to Shareholder’s insurance carrier and to Shareholder’s contractor(s) or subcontractor(s) for submission to their insurance carriers, as appropriate. Shareholder agrees to use all reasonable efforts, and to cause the contractor(s) and subcontractor(s) likewise to use all reasonable efforts, to cause any insurance carrier insuring Shareholder or Shareholder’s contractors or subcontractors to expeditiously review and settle damage claims for which they are responsible. Shareholder shall be responsible for document and bring to the attention of the Managing Agent and Superintendent, any preexisting damage which may be misconstrued as been caused by their contractor.
- b. Shareholder to Comply with Laws, etc. Shareholder shall not do or permit any act or thing to be done contrary to law, or which will invalidate or be in conflict with any provision of any liability, multi-peril casualty or other insurance policies carried by Shareholder or for Shareholder’s benefit. Shareholder shall comply with all federal, state and local laws, rules and regulations pertaining to asbestos and other hazardous material, as the same have been or may be promulgated, supplemented or amended from time to time prior to and during the Work.
- c. Shareholder’s Contractor to Cooperate with Corporation and Building Labor. All of Shareholder’s contractors and subcontractors shall employ only such laborers as shall not conflict with any of the trade unions employed in the building otherwise cause disharmony with any Building service union. All contractors shall acknowledge this Agreement and shall agree to, and shall cause all subcontractors to abide by, all of the rules and regulations of the Corporation. Shareholder and any contractor or subcontractor shall abide by all building work rules, which are hereby made a part of this document.
- d. Deliveries. All deliveries shall be made through the (Service Entrance, if applicable). No deliveries shall be made before 8:30am or after 4:00pm Monday through Friday. Deliveries shall only be through the service entrance.
- e. Use of Public and Common Areas During Work. Shareholder will not allow the lobby, halls,

sidewalks, courtyards and other public and common areas to be used for the storage of building materials, tools or debris. Shareholder agrees that at intervals appropriate to the nature of work being performed and at any time when deliveries are being made or debris being removed, the floor of the halls to be used in connection with the Work (except for the basement and lobby) will be covered with proper protection at the beginning of each work day and that will be removed at the end of each work day. Shareholder will take or cause their contractors to take all precautions necessary to prevent damage to the carpeting and wallpaper in the Building's hallways, elevators (including the doors and appurtenances) and to other common areas during the progress of the Work. If the Work mars or damages the lobby, halls, stairs, elevators or other public or common areas the Shareholder agrees to promptly pay all reasonable bills incurred by the Corporation for such repairs.

- f. Work Hours and Noise. The Work shall be performed only between the hours of 8:30 a.m. and 4:00 p.m. Monday through Friday. The Work shall not be performed on Saturdays, Sundays and legal holidays. The Corporation shall be the sole arbiter should there be any doubt as to unusual noise or noise levels, which may be disturbing.
- g. Supervision of the Work by the Contractor. Shareholder shall require the contractor to have one (1) designated foreman who speaks English fluently and with whom the Superintendent or Managing Agent of the Building can discuss any work problem must be present in the apartment at all times during performance of the Work. Shareholder shall provide the Superintendent of the Building a cell phone number for the general contractor so that the superintendent may reach the general contractor in the event of an emergency or in any situation that the superintendent deems urgent.
- h. Shareholder to Maintain Certain Safety Precautions. Shareholder shall cause functioning fire extinguishers and smoke alarms to be maintained in the Apartment during the Work. Shareholder agrees that the Work shall not block access to any fire exits in the Building. Work shall not compromise any federal, state or local law or ordinance. In addition, such other safety measures as may be required by governing authorities, such as OSHA shall be maintained.
- i. Quality and Type of Work. The Work and all materials used in connection therewith shall be of first class quality and style in keeping with the general character of the Building.
- j. Accessibility. Shareholder agrees that all water, steam, and gas valves will be reasonably accessible. No portion of the Work shall conceal such valves, without reasonable provisions for access required by ordinary maintenance or as may otherwise be required by the Corporation's Designated Engineer or Architect, or by the Building's Superintendent.
- k. Required Construction Methods. Notwithstanding the requirements of the building code and other authorities having jurisdiction, The following shall be required:

- i. All electrical work shall be performed by licensed electricians and in accordance with the N.Y.C. Building Code and regulations.
- ii. All plumbing work shall be performed by licensed plumbers and in accordance with the N.Y.C. Building Code and regulations.
- iii. Shut-off valves shall be installed for all fixtures and appliances.
- iv. All existing construction adjacent to public areas or other apartments affected by the proposed work is to be patched back to its original condition using suitable materials in order to maintain existing fire ratings and separations

l. Prohibited Construction Methods. Shareholder recognizes and agrees that:

- i. Alterations to the Building's heating system, ventilation system or air conditioning system are not permitted.
- ii. No work or worker will interfere, or permit interference, with the Building's intercom system, gas, electric, plumbing or any other service except as permitted under Section (III.N)
- iii. That exterior masonry walls or roofs shall not be penetrated.
- iv. Removal, modification or channeling of concrete floors, ceilings or other structural elements of the building is not permitted.
- v. Jackhammering or the uses of pneumatic tools are not permitted.

m. Shareholder to Control Refuse, Dirt, Dust, Lead Based Paint, etc.

- i. All precautions will be taken by Shareholder to prevent dirt and dust from permeating other parts of the Building during the progress of the Work. Shareholder shall require the Contractor to use tape, polyethylene or other materials suitable to protect the building ventilation system, building corridors, adjacent apartments, or other areas, which may be adversely affected by the migration of construction dust. Shareholder shall require their contractor to clean immediately any areas outside of the work area, which may have become contaminated by dust or debris.
- ii. 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 Apartment at intervals appropriate to the progress of work, and at Shareholder's expense. Accumulation of rubbish and debris in the apartment shall not be permitted. Shareholder recognizes that only the service elevator, if applicable, may be used for such removal and only at such times as the superintendent of the Building may direct. Shareholder shall not permit any dumpster or garbage container to be left overnight in front of the Building and shall not permit any dumpster or garbage container to be left for more than five (5) consecutive days at an area designated by the superintendent or Managing Agent. Notwithstanding the foregoing, the placement of any dumpsters must comply with all governmental regulations, including without limitation, obtaining any necessary permits.
- iii. The Federal Task Force on Lead-Based Paint Hazard Reduction has recommended certain maintenance practices, including:
  1. Limiting access to the work area to only workers,

2. Isolating the work area with polyethylene plastic or equivalent, protecting the workers,
  3. Protecting Shareholder's belongings by covering or removing them for the work area,
  4. Wetting the painted surfaces before disturbing the paint and wetting the debris before sweeping.
- iv. The Task Force has indicated that certain removal practices are unsafe, including:
1. Open flame burning,
  2. Power sanding or sandblasting (unless a special vacuum attachment is used to contain dust), and
  3. Dry scraping more than a de minimis surface area (de minimis means an area of less than one square foot per room).
- v. Shareholder shall cause Shareholder's contractors and/or workers to perform their work consistently with the recommendations of the Task Force and shall upon completion of the Work perform specialized cleaning of the Work area using methods designed to safely remove dust and debris which may contain lead.
- n. Interruptions of Building Utilities. Shut downs of building utilities required for the relocation or tie in of the work shall only be permitted by specific authorization from the Building's Superintendent. Shareholder shall submit a request for a shutdown no less than Seven (7) days prior to the requested day. The Building Superintendent may at his sole discretion assign the day on which the work must be performed. Shutdowns can only occur after 10:00 a.m. and must be completed by 3:00p.m.
- o. Corporation' Continued Approval of the Work. The Corporation may require access at any time during the performance of the work without notice. Execution of this document on behalf of the Shareholder shall constitute permission for the Corporation or their agent to enter the apartment at any time during the workday. Shareholder shall provide access to the Apartment, from time to time, to permit the Corporation's Designated Engineer or Architect, the Managing Agent, the superintendent of the Building, or any other person the Corporation may authorize, to observe and inspect the Work to ensure that the Work conforms to the approved Plans and is otherwise in conformity with the requirements of this Agreement. Shareholder shall make all corrections specified by the Corporation as a result of such inspections, necessary to bring the Work into conformity with the Plans. The Corporation's failure to inspect shall not be considered a waiver of Shareholder's obligation to comply with this Agreement and the approved Plans. Shareholder shall promptly correct all parts of the Work (whether or not such work is fabricated, installed or completed) rejected by the Corporation because of its failure to conform to the Plans and specifications previously approved by the Corporation or with the requirements of this Agreement or the laws, rules, orders or regulations of any governmental authority having jurisdiction over the Building or which violates any policy of insurance maintained by the Corporation. Shareholder shall bear all costs of correcting such rejected parts of the Work, including the compensation for additional services to the Corporation of any architect or engineer made necessary thereby. Failure to immediately correct any nonconforming work shall cause the Corporation to stop further progress of the work until such time that the nonconforming work is corrected.



- p. Completion Date and Liquidated Damages for Delay. Shareholder shall use Shareholder's best efforts to ensure that the Work is completed expeditiously, but in any event all Work shall be in accordance with the approved construction schedule submitted under Section (1.B.iv.), or such other period as the Corporation, in writing, designates (the "Completion Date"). No Work other than decorative work, such as painting, wallpapering or carpeting, may be continued beyond the Completion Date without the Corporation's specific written consent. If the Work shall not have been completed by the Completion Date, Shareholder shall pay the sum of \$100 per day that the Work remains incomplete, and the Corporation shall be entitled to apply the Security Deposit to such sum payable and Shareholder shall pay any deficiency after the Security Deposit has been depleted. These amounts are acknowledged to be liquidated damages, and not a penalty, to compensate the Corporation and the Corporation's Shareholders for the costs and inconvenience of the continuation of the Work, it being understood that the damages caused by continuation of the Work would be difficult to determine. The determination of whether the Work is completed shall be made by the Corporation, and the Corporation's determination shall be conclusive. Shareholder agrees that any consent by the Corporation to perform Work after the Completion Date may be revoked by the Corporation immediately if Shareholder fails to comply with any requirement of this Agreement or extension of the Completion Date.

#### 4. POST-CONSTRUCTION

- a. Full Payment of Work by Shareholder. The entire cost of the Work, including the cost of the Plans and the procurement of all required approvals, licenses, permits and certificates shall be paid in full by Shareholder within thirty (30) days after the completion of the Work.
- i. Shareholder shall submit within thirty (30) days after the completion of the work, a full and final release of lien from the contractor in the standard form of Attachment # 17 attached hereto.
  - ii. If, for any reason whatsoever, one or more mechanic's liens are filed for work done or material furnished in connection with the Work, Shareholder shall cause such mechanic's lien(s) to be discharged. If Shareholder fails to discharge or bond-over said mechanic's lien(s) within ten (10) days after the filing thereof, the Corporation may pay or, in its sole discretion, bond said liens and recover the amount of any such payment and all costs (including, without limitation, attorney's fees and disbursements and bond premiums and charges) from Shareholder on demand, together with interest on the amount calculated at the highest rate permitted by law.
- b. Required Certifications. At the completion of the Work, Shareholder will deliver to the Corporation all Certificate of Completion Letters accepted by the Department of Buildings and an amended Certificate of Occupancy and a Certificate of the Board of Fire Underwriters, if either be required, and such other proof as may be necessary to indicate that all Work has been done in accordance with all applicable laws, ordinances and government regulations, together with a statement from the architect or engineer who signed Shareholder's Plans that the Work has been executed in accordance with those Plans. If an amended Certificate of Occupancy or Certificate of the Board of Fire Underwriters is

not required, the statement by Shareholder's engineer or architect shall include a statement to that effect. The determination of the Corporation's Designated Engineer or Architect as to the need for an amended Certificate of Occupancy shall be conclusive.

- c. Acceptance of Responsibility by Shareholder and Shareholder's Successors-in-Interest.
- i. Shareholder releases the Corporation, the Managing Agent, the Corporation's agents and employees from any liability for damage to the portions of the Apartment affected by the Work, which may occur in the performance of building maintenance repairs. Notwithstanding anything to the contrary contained in the Lease, Shareholder accepts sole responsibility for the Work and costs in connection with the maintenance, repair, restoration or replacement of any portions of the Apartment affected by the Work, and acknowledges that such responsibility shall pass to Shareholder's successors-in interest in the Apartment. Shareholder and Shareholder's successors-in-interest shall:
    1. Advise each subsequent purchaser of Shareholder's interest in the Corporation's shares appurtenant to the Apartment (the "Purchaser") of the Work undertaken by Shareholder and of the Purchaser's obligations under this Agreement;
    2. Provide copies of the Plans and this Agreement to the Purchaser;
    3. Waive any claim or cause of action against the Corporation, the Board of Directors or the Managing Agent, for advising a potential purchaser or Purchaser of the obligations of the owner of the Apartment under this Agreement; and have the Assumption of Alteration Agreement, in substantially the same form annexed as "Attachment # 11," executed by any successors-in-interest.

#### 5. USE OF SHAREHOLDER'S SECURITY DEPOSIT.

- a. The Corporation's application of the Security Deposit shall be without prejudice and in addition to all other remedies the Corporation may have. In the event that Shareholder or persons engaged by Shareholder to perform the Work cause loss, cost or expense to the Corporation, including without limitation any loss, cost or expense arising from or relating to:
  - i. The fees of the Corporation's Designated Engineer or Architect to review the plans and specifications or to review from time to time the progress of the Work;
  - ii. The fees of the Corporation's attorneys engaged in the event of consultation regarding this Alteration Agreement or any matters relating to the Corporation's approval or denial of Shareholder's application for approval of the Plans, or Shareholder's breach or alleged breach of the provisions of this Agreement, or otherwise in connection with the Work;
  - iii. Damage to the carpeting or wallpaper in the Building's hallways or to any common area (including without limitation, the cost of cleaning, shampooing, painting or repairing the same if soiled or otherwise damaged);
  - iv. Delays in completion of the Work, as more specifically referred to in Section (3.P) of this Agreement;
  - v. Penalties levied against Shareholder or their Contractor for failing to comply with building rules or the requirements of this agreement, or
  - vi. Any other expenses incurred by the Corporation in connection with any

complaints or breach of this Agreement. Shareholder agrees that the Corporation may use, apply or retain the whole or any part of the Security Deposit to the extent required for the payment thereof.

6. FAILURE TO PERFORM THE WORK IN ACCORDANCE WITH THIS AGREEMENT

a. SHAREHOLDER'S BREACH AND CORPORATION'S REMEDIES. SHAREHOLDER'S FAILURE TO COMPLY WITH ANY OF THE PROVISIONS HEREOF SHALL BE DEEMED A BREACH OF THE PROVISIONS OF THE LEASE, PURSUANT TO WHICH THE CORPORATION'S CONSENT HAS BEEN GRANTED, IN ADDITION TO ALL OTHER RIGHTS, THE CORPORATION MAY SUSPEND THE WORK AND PREVENT WORKERS FROM ENTERING SHAREHOLDER'S APARTMENT FOR ANY PURPOSE OTHER THAN TO REMOVE THEIR EQUIPMENT. IN SUCH EVENT, THE CORPORATION MAY ALSO REVOKE PERMISSION FOR SHAREHOLDER TO UNDERTAKE THE WORK. ANY DEVIATION FROM THE WORK APPROVED IN THIS ALTERATION AGREEMENT SHALL VOID IN ITS ENTIRETY THE PERMISSION GRANTED HEREIN.

7. ORAL MODIFICATIONS PROHIBITED.

a. This Agreement may not be changed orally.

8. CAPTIONS.

a. Captions are for the purposes of convenience of reference only and are not to be considered in interpreting this Agreement.

IN WITNESS WHEREOF, the parties have executed this Alteration Agreement as of the day and year first above written.

Shareholder: \_\_\_\_\_

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

Shareholder: \_\_\_\_\_

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

Agreed to by

Corporation: \_\_\_\_\_

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

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

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

**ALTERATION AGREEMENT RIDERS  
ATTACHMENT # 5**

**Plumbing Requirements**

1. Only licensed plumbers with the required insurance certification may perform plumbing work.
2. All replacement plumbing must be consistent with existing building material. All new hot and cold-water piping must be copper. All new vent and waste piping must be cast iron. PVC pipe and galvanized pipe are not allowed.
3. No work is to be performed on the main risers or building utility piping.
4. The replacement of supply, waste, vent branch pipes, shut-off valves, and check valves are required when new plumbing fixtures are installed, branch piping is exposed, tiles and cabinetry replaced, or entire floors in kitchens and bathrooms are replaced. New branch shut-off valves and check valves must be located on new branch piping near the riser, and all valves must be accessible for servicing. New branch piping must be wrapped with durable, condensate-absorbing, insulating material and supported with nonreactive materials. A minimum clear distance of two inches is required between hot and cold water pipes, and there must be no metal-to-metal contact between piping, conduit, BX, etc. An air chamber must be provided at all sinks, lavatories, and water closets, as required by code. A water hammer arrester may be used where space is limited.
5. Any alterations to waste, vent, or branch lines or installation of plumbing fixtures or appliances must be inspected by the superintendent, managing agent, or building architect/engineer while the walls are open and the plumbing exposed. The plumbing contractor must be present for the inspection.
6. Moving gas and water risers, waste stacks, vents, and leaders is not permitted. Heating Risers and return risers is not permitted. The corporation will not permit relocation of any plumbing utility pipes serving the building or any other tenant.
7. All water supply lines will be fed through walls and not floors.
8. Building riser shut-off valves will be operated by building staff only. Any shutdown of the building's water service must be scheduled with and approved by the Superintendent and the managing agent at least 7-days in advance. Shutdowns can take place only between 9:00am and 3:00pm on weekdays; their duration is established by the managing agent.
9. All hot water connections to the riser T must use a five-inch elbow swing to allow for expansion.
10. Dielectric unions must be used at all junctions of dissimilar piping, with appropriate end connections for the pipe materials in which installed (screwed, soldered, or flanged) to isolate dissimilar metals, prevent galvanic action, and stop corrosion. Isolation valves must be installed upstream of the dielectric union.
11. Lead-coated copper pans, or another membrane approved by the building's architect, are to be installed for all shower stalls.
12. Sheetrock may not be used in tub or shower surrounds. Walls may be constructed of a waterproof

built-up mud-set wall system, waterproof board, cementations tile backer board, or a substrate approved by the building's architect.

13. Any new or replacement toilet will be a 1.6-gallon tank toilet. Flushometers cannot be reactivated.
14. No high-consumption plumbing fixtures, fittings, and appliances are permitted.
15. All refrigerators and dishwashers must be hooked up with copper tubing.
16. All dishwashers must be hooked up directly into the plumbing and check valves installed. In addition, manual shut-off valves must be installed and be accessible when the appliance is in place.
17. The corporation reserves the right to revoke for cause permission at any time for use of previously installed dishwashers, Jacuzzis, and whirlpool tubs, and to require the Shareholder to seal off such appliances from the building plumbing system.
18. Plumbing riser diagrams may be required for review.
19. Adequate heat radiation must be maintained. The corporation will not be responsible for the failure or efficiency of any changes the Shareholder has made to the heating system or other building system.
20. Any damage to the building or to residents' property caused by the installation of plumbing fittings/fixtures, appliances, waste and vent branch pipes, or shut-off valves will be the responsibility of the Shareholder making such installations. The corporation may dispense funds from the security deposit to pay for such damages. Shareholder must replenish security deposit to full prior amount or all work may be stopped until funds are recovered.

#### **Alterations Visible From the Exterior**

21. Alterations to the exterior façade or common areas are strictly prohibited. If the Shareholder desires to install replacement windows they must contact the Management Agent.
22. The Shareholder and the Shareholder's permitted assigns and successor-in-interest shall be responsible for any and all damage caused by the replacement of any window in the building made by the Shareholder.
23. If consent, permit or approval is required from any federal, state or city department of agency to lawfully perform such window installation, the Shareholder shall first obtain such consent, permit or approval and provide a copy of such consent to the Managing Agent before proceeding with such installation
24. Exterior walls shall not be penetrated for any purpose.

#### **Changes in Electrical Service**

25. No alteration work which will affect the electric service or relocation of any electric riser to any apartment shall be permitted unless and until a proposed electrical plan is submitted to and approved by the Corporation's architect and/or consulting engineer of the architect's choice.

26. The Shareholder agrees to bear all professional fees associated with any review, correction or amendment to the proposed electrical plan done by the Corporation's architect and/or a consulting engineer of the architect's choice.
27. Any proposed electrical upgrade should be reviewed by the Corporation's consulting architect or engineer with regard to the available service, points of connection and issues for new conduit runs.
28. A separate letter indicating the proposed modifications and electrical loads being added shall be prepared by the tenant's engineer and submitted to the Corporation's consulting architect and/or consulting engineer of the architect's choice.

### **Flooring Requirements**

29. Marble, ceramic, or similar hard-surfaced flooring may not, without prior board approval, be installed in rooms other than kitchens and baths.
30. All new floor installations in kitchens and bathrooms must also include waterproofing.
31. Soundproofing may be required for any new floor installations and also for proposed alterations that include the removal of walls, which change or intensify the apartment's traffic flow. Call management company for sound-proofing requirements.
32. Floor slab materials may not be removed in kitchens, baths, and foyers. Locations with no topping slab or finished floor system may not be altered to depress the level of the slab to accommodate new finished floors without prior board approval. Soundproofing must be installed beneath any such floor.
33. Door saddles will be installed at all bathroom doors.
34. All holes and cracks (for example, under radiators and sinks, and between floors and baseboards) must be completely fire stopped in any room where work is done.
35. Soft floor coverings (carpets or rugs with thick padding) must be installed in compliance with the House Rules over 80% of all exposed flooring

### **Inspections**

36. The corporation has the right to review work in progress and to have the building's architect/engineer inspect at the completion of each construction milestone (see below) to ensure compliance with the approved plans. The Shareholder will bear all costs for the inspections, including, without limitation, those of the corporation's professionals. Any work the corporation

determines to be defective or as failing to conform to the agreement will be promptly removed or corrected at the Shareholder's sole expense.

- a. Milestones:
  - i. demolition
  - ii. plumbing, electrical, and mechanical roughing, and fire stopping
  - iii. installation of waterproofing and soundproofing
  - iv. floor installation
  - v. testing of lead pan
  - vi. Completion of construction.

### **Notification to Building Requirements**

- 37. Attachment # 13 must be given to all neighbors on your floor as well as neighbors below and above your apartment/unit prior to commencement of work.
- 38. Notification must be given to building superintendent and Management five (5) business days prior to major demolition. Management and building staff reserve the right to notify the entire building of said work.

**Agreed to By:**

**Shareholder:** \_\_\_\_\_

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

**Contractor:** \_\_\_\_\_

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

**ALTERATION SECURITY DEPOSIT  
ATTACHMENT # 6**

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

To: Century Management  
c/o **Booth Street  
Owners Corp.**  
Attention: Alteration Department  
440 Ninth Avenue, 15<sup>th</sup>-Floor  
New York, NY 10001

Re: Shareholder(s): \_\_\_\_\_

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Apartment: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Booth Street Owners Corp. is required to collect, and I hereby deliver to Century Management, good funds in the amount of \$1,000.00.

Said \$1,000.00 shall be deposited by Century Management in a non-interest bearing account during the alteration of my apartment and returned (less any charges for damage to the building) when the Superintendent returns the Damage Report Form to the building manager.

The funds may be applied in part or in their entirety from time to time or at any time whenever Century Management or the Board of Directors may so desire for the amelioration of any damages to the building, including but not limited to the cleaning, painting, restoration, or replacement of any portion of common areas of hallways, elevators, etc.

This shall in no event limit the charges that may be imposed against me as Shareholder of said apartment, but is merely Century Management's reasonable estimates for repair.

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



**INSURANCE REQUIREMENTS**  
**ATTACHMENT # 7**

Shareholder's Contractor shall provide insurance of the types and in not less than the limits set forth below with a company or companies satisfactory to the Corporation, licensed to do business in the State of New York, and all such policies shall name the Corporation, the Shareholder and the Corporation's managing agent (the "Managing Agent") as additional named insured. No diminution of limits of insurance will be permitted.

- (i) WORKER'S COMPENSATION as required by all applicable Federal, State, or other laws including Employers Liability in accordance with the statutory requirements of the State of New York, together with Disability Benefits Insurance required by the State of New York.
- (ii) COMPREHENSIVE GENERAL LIABILITY including Contractor's Liability and Blanket Contractual Liability (oral or written), all on an occurrence basis with Personal Injury Coverage, which shall include mental anguish as well as standard conditions, and Broad Form Property Damage, without any exclusion relating to Explosion, Collapse and Underground Property Damage. The policy will contain the "Broad Form Comprehensive General Liability" endorsement in Paragraph 1 in such form; the exclusion pertaining to liability assumed by the Contractor under any contract or agreement (Section II paragraph B(1) is to be deleted. The Completed Operations Coverage is to extend for a period of one year following termination of the Work and Contractual Indemnity Coverage is also to extend for one year following termination of the Work. The policy is also to include (a) Owners Protective Liability Coverage, (b) Knowledge of Occurrence and Notice of Occurrence endorsements and (c) Unintentional Errors and Omissions clause. The policy shall also include coverage with respect to asbestos exposure if the Work involves any asbestos-containing material, and shall not include a sunset clause without the Corporation's consent.

\$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit)

- (iii) COMPREHENSIVE AUTOMOBILE LIABILITY, including non-ownership and hired car coverage, as well as owned vehicles:

\$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit)

- (iv) \$3,000,000 UMBRELLA LIABILITY, BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE COMBINED

If umbrellas are written in more than one company any layers above the first one shall follow the form of the primary umbrella.

Prior to the commencement of any work hereunder, detailed certificates of insurance shall be furnished to the Corporation showing that such insurance is in full force and the premiums due hereunder have been paid. Such certificates shall provide that the said insurance may not be canceled, terminated or modified without ten (10) days written advance notice thereof to the Corporation. The Contractor shall promptly furnish the Corporation with copies of any endorsements subsequently is sued amending insurance coverage or limits.

In the event of the failure of the Contractor to furnish and maintain such insurance, the Corporation shall have the right, at its option, at any time, (a) to revoke permission to perform the work and to deny entry into the Building of all workers, except that if such workers are escorted by a member of the Building's staff, they shall be permitted to remove their tools and supplies, or (b) to take out and maintain the said insurance for and in the Corporation's name, the Shareholder's name and the name of the Contractor and the Shareholder agrees to pay the cost thereof and to furnish all necessary information and consents to permit the Corporation to take out and maintain such insurance for the Corporation's account, the Shareholder's account and the account of Contractor. Compliance with the foregoing requirements to carry insurance and furnish certificates shall not relieve the Shareholder or the Contractor from liability assumed under any provisions of this Agreement.

The Contractor's insurance policy shall also contain in substance the following endorsement:

“This insurance shall not be invalidated should the insured waive, in writing, prior to a loss, any or all right of recovery against any party for the loss occurring to the property described herein.”

Nothing in this Exhibit A shall constitute a waiver of or limitation of any other rights or remedies the Corporation may have for consequential damages or otherwise

**WORKING CONDITION RULES AND REGULATIONS  
ATTACHMENT # 8**

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

To: Century Management  
c/o **Booth Street Owners Corp.**  
Attention: Alteration Department  
440 Ninth Avenue, 15<sup>th</sup>-Floor  
New York, NY 10001

Re: Shareholder(s): \_\_\_\_\_, \_\_\_\_\_

Address: \_\_\_\_\_

Apartment: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Dear Sir or Madam:

1. Before beginning new work in any apartment, all workers must check-in and review work plans with the building superintendent. Upon arrival and departure each workday, workers must check in with the superintendent.
2. All workers must have identification that confirms their employment with the prime and sub contractors. Labeled shirts are preferred.
3. All work must be done Monday through Friday. No work is permitted on Saturdays, Sundays or building-specified holidays. See attached list on attachment # 15.

No work may be done in the building outside of specified work hours, 8:30 a.m. to 4:00 p.m on weekdays.

4. From 8:30 a.m. until 4:00 p.m., contractors may:
  - a. Move materials in and out of the apartment, set up and clean up.
  - b. Perform light construction work.
5. From 9:30 a.m. until 4:00 p.m., contractors may:
  - a. Perform heavy construction work.
  - b. Move materials in and out of the apartment, set up and clean up.
6. For purposes of these rules, "heavy" construction work means hammering, drilling and work of similar noise quality, and "light" construction work means all other construction work. "Construction work" does not include decorating, painting, cleaning or similar work that causes no more noise than the apartment residents themselves might cause.

7. Any cabinet work that is to be fixed to walls or is immovable must provide immediate access to heating, plumbing, gas, electrical, and telephone lines. Specific details must be reviewed with management and the superintendent.
8. Circuit breakers and circuit breaker panel, gas meter, telephone boxes and plumbing valves:
  - a. Must be easily accessible.
  - b. Individual circuit breakers should be labeled as to which rooms they control.
  - c. Upon completion of work, diagrams showing the location of the above items must be given to the superintendent and management.
9. Contractors delivering materials or equipment to or removing them from an apartment must observe the building's general rules for deliveries and removals. The applicable rules depend on whether the delivery or removal is "major" or "minor." The superintendent will determine whether any particular delivery or removal is major or minor after consultation with the contractor or apartment residents involved.
10. Delivery or removal of any items that might damage the elevators, wallpaper, flooring, etc., or that would require one of the elevators to be keyed for manual operation, will be treated as a major delivery or removal.
  - a. Major deliveries or removals must be scheduled through the superintendent at least two business days in advance.
  - b. Minor deliveries or removals — that is, deliveries or removals other than those determined to be major — must be scheduled through the superintendent at least one business day in advance.
11. All workers must use the service entrance/pre-determined entrance when entering and exiting the building. All materials and equipment must be brought into and removed from the building through the service entrance.
12. Contractors must arrange and/or provide for protection of the common areas of the building after consulting with the superintendent. Common areas include the elevator cabs, the lobby flooring and the hallway carpeting and wallpaper, subject to the direction and supervision of the superintendent. All protective materials in the common areas must be removed at the end of each workday.
13. During heavy construction, the front door should be taped closed. This requirement helps prevent dust from entering common foyers and elevators. Hallway doors must be wiped with a damp cloth before leaving the apartment and workers must wipe their shoes on a wet cloth before leaving the apartment.
14. Refuse must be removed in sturdy metal or plastic bins. Removal times must be approved by the superintendent. No refuse may be left in back elevator halls, basement, courtyard or sidewalks.
15. Contractors may not use hazardous or malodorous materials, such as petroleum-based solvents or floor treatments. All materials slated for use must be reviewed with the superintendent.

16. When work is complete, the superintendent will inspect the common areas near the apartment, including the hallway carpeting. Shareholders will be charged for any damages to this area. If the hallway carpeting has become soiled, the Shareholder will be charged the cost of cleaning the carpeting.
17. There must be a designated, English speaking foreman in the apartment at all times with whom the superintendent can discuss any work problem. In addition, the superintendent should be given the cell phone number for the contractor should there be an urgent reason to reach the contractor.
18. The superintendent has the authority to order work suspended, in part or entirely, if he has reason to believe that any aspect of work being done is unauthorized or unsafe or if he believes that there is a failure to cooperate with house rules. The suspension shall continue until all responsible parties can agree to an acceptable solution.

This letter will confirm that the undersigned has (i) reviewed and fully understood the terms and provisions of an Apartment Alteration/Decorating Agreement dated \_\_\_\_\_ (the "Agreement") between \_\_\_\_\_ Apartment Corporation (the "Corporation") and the Shareholder and (ii) agrees to abide by the terms of the Agreement and the rules and regulations of the Corporation from time to time in effect.

The undersigned further agrees that it will not make any claim against, or seek to recover from (a) the Corporation or the Corporation's Shareholders or (b) the Corporation's or the Corporation's Shareholders' servants, agents, partners, guests, licensees, invitees, 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 the Agreement unless the loss or damage is due to the carelessness or negligence of that Indemnified Party. The undersigned further agrees to defend, indemnify and hold harmless the Indemnified Parties and all other occupants of the building, against any and all liability, including legal costs and expenses on account of loss of life or injury to any person or damage to property, happening in or arising out of or in any way relating to the performance of the work unless such injury or loss of life or loss or damage to property is caused by the carelessness or negligence of that Indemnified Party.

Sincerely,

[Name of Contractor]

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

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

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

**APPROVAL LETTER TO RESIDENT MANAGER (for superintendent / management)**  
**ATTACHMENT # 9**

**To:** Resident Manager / Superintendent: \_\_\_\_\_

**From:** Century Alteration Department

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

**Re:** Alteration Application, Apartment \_\_\_\_\_

**Approval and Start of Work**

---

Please be advised that the alteration of the above-mentioned apartment has been approved for work to begin immediately. Please allow all contractors entrance to the building for work to begin on date, \_\_\_\_\_.

Enclosed are the plans, insurance documents, and licenses for the workers.

Please notify management if there are any problems with the work.

Century Management

Cc: Shareholder

**ALTERATION COMPLETION  
DEPOSIT RETURN FORM  
ATTACHMENT # 10**

To: Century Management - Alteration Department

From: \_\_\_\_\_

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

Re: Request for Alteration Deposit Return

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I, have completed my alteration.

I have met with the resident manager/superintendent and/or property manager and have completed a final walk through with that individual.

The alteration has been completed, applicable sign-offs have been obtained and I am sending this executed document to Century Management. This document will serve as a formal request for return of the refundable security deposit associated with this alteration.

I have provided a Certificate of Completion from the NYC Dept. of Buildings (if applicable).

I have provided a Final Lien release.

I recognize that approval of this request is dependent on a review from Century Management. I understand that the return of the deposit could take up to (45) days from receipt of this document at Century Management.

Thank you.

Shareholder: \_\_\_\_\_

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

**ASSUMPTION OF ALTERATION AGREEMENT  
ATTACHMENT # 11**

WHEREAS, simultaneously with its execution and delivery of this Assumption of Alteration Agreement the undersigned is becoming the owner of the shares in \_\_\_\_\_ (the "Lessor Corporation") and the proprietary lease appurtenant to Apartment (the "Apartment") in the building known as Booth Street Owners Corp.; and

WHEREAS, a prior owner of the Apartment and the Lessor Corporation entered into an Alteration Agreement dated \_\_\_\_\_ (the "Alteration Agreement"), a copy of which is attached hereto,

WHEREAS, the Alteration Agreement (1) provides that any person acquiring the Apartment shall assume the obligations of the Shareholder under the Agreement and (2) authorizes the Corporation not to consent to or register the transfer of the Apartment to any person unless and until such person assumes the obligations of the Shareholder under the Agreement

NOW, THEREFORE, in order to induce the Corporation to consent and register the transfer of the Apartment to the undersigned, the undersigned hereby ASSUMES AND AGREES TO PERFORM AND OBSERVE all the terms, covenants and conditions of the Alteration Agreement to be performed or observed by the Shareholder thereunder (including the provisions of Section 14 thereof pertain to future transfers).

Henceforth, the term "Shareholder" as used in the Alterations Agreement shall include the undersigned. Any breach of this Assumption of Alterations Agreement or of the Alterations Agreement shall constitute a breach of the lease appurtenant to the Apartment. This Assumption of Alteration Agreement shall be binding on the undersigned and [her][his] estate, heirs, executors, administrators, personal representatives, successors and assigns.

New York, N.Y.

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

State of New York }

}ss.:

County of New York }

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me personally came \_\_\_\_\_, to me known and known to me to be the individual described in and who executed the foregoing instrument, and duly acknowledged to me that [she][he] executed the same.

\_\_\_\_\_  
Notary Public

To be executed by a purchaser where the apartment being acquired is the subject of an Alteration Agreement in the managing agent's files.



**HOLD HARMLESS STATEMENT**  
**Attachment # 12**

The contractor (and all subcontractors ) shall, during the performance of this work, take all necessary precautions and place proper safeguards for the prevention of accident, and shall indemnify and save harmless, \_\_\_\_\_ and

**Century Management Services, Inc.**, its employees, officers and agents from all claims, suits and actions and all damages and costs to which they may put by reason of death or injury to all persons or property of another resulting from unskillfulness, willfulness, negligence, or carelessness in the performance of the work, or in guarding and protecting the same, or from any improper methods, materials implements or appliances used in its performance or construction, or by or on account of any direct or indirect act or omission of passive or concurrent negligent act or omission.

BIDDER (Company name) \_\_\_\_\_

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Dated)

NOTARY:

Subscribed and sworn to before me

This day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Notary Public

**LETTER TO NEIGHBORS  
NOTIFICATION OF ALTERATION  
ATTACHMENT # 13**

To: Neighbors

From: \_\_\_\_\_

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

Subject: Apartment\_\_\_\_\_Alteration

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Dear Neighbor,

Pursuant to the Rules of the Building, we hereby notify you that an alteration in apartment\_\_\_\_\_is about to commence.

We will instruct our contractors to exercise care to minimize the noise during construction. However, it would be impossible to eliminate all the noise completely and hope that you will understand and bear with us during this period.

We will expect that the renovation will be completed within\_\_\_\_\_calendar days.

In addition, pursuant to the Rules, we are required to notify you that we will indemnify you for any damages you sustain as a result of the renovation provided that you allow our designated representative to inspect your apartment prior to commencement of work.

Please contact me/us to schedule an inspection. My/our contact information is below

Telephone: \_\_\_\_\_

Email: \_\_\_\_\_

Very truly yours,

  

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**LEAD-PAINT ACKNOWLEDGMENT  
NOTIFICATION OF ALTERATION  
ATTACHMENT # 14**

**Federal Lead-Based Paint Renovation, Repair, and Painting Program Acknowledgement**

**Occupant Confirmation  
Pamphlet Receipt**

\_\_\_I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

\_\_\_\_\_  
Printed Name of Owner-occupant      Signature of Owner-occupant      Date

**Renovator's Self Certification Option (for tenant-occupied dwellings only)**

Instructions to Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

\_\_\_**Declined** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.

\_\_\_**Unavailable for signature** – I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (fill in how pamphlet was left).

\_\_\_\_\_  
Printed Name of Person Certifying Delivery      Attempted Delivery Date

\_\_\_\_\_  
Signature of Person Certifying Lead Pamphlet Delivery      Unit Address

**Note:** Regarding Mailing Option -- As an alternative to delivery in person, you may mail the lead hazard information pamphlet to the owner and/or tenant. Pamphlet must be mailed at least 7 days before renovation. Mailing must be documented by a certificate of mailing from the post office.

**HOLIDAY SCHEDULE  
NOTIFICATION OF ALTERATION  
ATTACHMENT # 15**

**BUILDING HOLIDAYS**

**No Move in / out moves or construction / work allowed.**

<b>January:</b>	New Year's Day
	Martin Luther King Jr. Birthday
<b>February:</b>	Presidents' Day
<b>April:</b>	Passover
	Good Friday
<b>May:</b>	Memorial Day
<b>July:</b>	Independence Day
<b>September:</b>	Labor Day
	Start of Yom Kippur (No work after 4 PM)
	Yom Kippur (First full day)
	Start of Rosh Hashanah (No work after 4 PM)
	Rosh Hashanah (First Full Day)
<b>October:</b>	Columbus Day
<b>November:</b>	Election Day
	Veteran's Day
	Thanksgiving Day
	Day after Thanksgiving
<b>December:</b>	Christmas Eve through New Year's Eve

# NOTICE

## BOOTH STREET OWNERS CORP.

TO: ALL SHAREHOLDERS  
FROM: LEONARD DELUCA, SENIOR MANAGING DIRECTOR  
DATE: November 9, 2017  
RE: **Alteration Fee and Bathtub Replacement**

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Please be advised that effective immediately, there will be a **\$250 alteration fee** made payable to Booth Street Owners Corp. for all non-cosmetic apartment alterations. This fee is non-refundable and will be submitted to Management along with your complete apartment alteration agreement, \$1,000 refundable deposit and \$500 non-refundable architect fee.

In addition, at the last Annual Meeting, several shareholders inquired about allowing the replacement of bathtubs. The Board reviewed this request and passed a motion to allow bathtub replacement. As with all major apartment alterations, the process must be reviewed and approved by the building's architect.

Thank you for your understanding and cooperation.