

KYROUS REALTY GROUP, INC.

263 West 38th Street ♦ Suite 15E ♦ New York, NY 10018

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The 243 West 98 Condominium-Alteration Policy

The following documents must be submitted to the office of the managing agent; Kyrous Realty Group, Inc., 263 West 38 Street, Suite 15E, New York, NY 10018.

1. Completed & Signed Alteration Agreement. A fully executed Agreement will be returned to you upon Board approval.
2. Five full sets of architectural plans plus PDF drawings on a flash drive.
3. Processing Fee: \$500.00 – Please make check payable to Kyrous Realty Group, Inc. (non-refundable)
4. Alteration Deposit: The deposit must be equal to 3% of the construction cost with a minimum of \$5,000.00. Please make check payable to The 243 West 98th Condominium. The deposit is 90% refundable, provided there is no damage as a result of your alterations and all alteration rules are adhered to.

Upon approval and prior to commencement of work, the following documents must be submitted.

1. Contractor's Certificate of Insurance: See Alteration Agreement-Exhibit A for insurance requirements.
2. Completed Indemnification Agreement signed by contractor(s).
3. Copy of contractor(s) license.

Additional Terms and Conditions

If alterations require opening walls, floors and/or ceilings, or includes upgrades or replacement of plumbing fixtures in the kitchen or bathroom, the Unit Owner must replace water supply and waste lines from the plumbing fixture to the vertical supply or waste line.

If alterations include relocating either a bathroom or kitchen, the building's engineer may require additional modifications and upgrades deemed necessary to prevent disturbance to other adjacent units in the building.

If alterations include replacement of either a bathroom or kitchen floor, the unit owner will install a waterproofing membrane or other approved waterproofing material to the entire subfloor prior to installation of the flooring. The building's engineer may require additional modifications and upgrades deemed necessary to prevent water leaks into other units in the building.

Penetrations through exterior or supporting walls are not permitted under any circumstances and plans may not incorporate venting that requires penetrations through exterior or supporting walls.

Contactors must alter plans and comply with all of the Condominium's engineer/architects recommendations.

Contractors may not put holes in or cut into joists and beams under any circumstances.

If structural defects are uncovered or encountered during renovations, the Unit Owner must notify the building manager immediately. The structural defects must be repaired as part of the construction at the sole cost and expense of the Unit Owner and may be subject to additional review by the Condominium's architect.

Unit Owners may not install Jacuzzis, garbage disposal units or hot water heaters in units.

Washing machines and dishwashers must drain into a 4 inch pipe or greater.

Please refer to "Requirements for Washers & Dryers In Units" for installation of washers and dryers in units.

Except in emergency situations such as a gas leak or flooding, contractors must provide 48 hours or two work days written notice to the building manager, whichever is greater, prior to shutting off the water supply or gas line to any part of the building other than the unit under renovation. The notice must contain the proposed date and duration of the shutoff. Gas and water shutoffs may only occur following approval by the building manager. The building superintendent does not have the authority to approve shutting off gas or water except in an emergency. Except in emergency situations, the building superintendent must be present when the water or gas supply is turned off or turned on.

The maximum electrical service for any unit is 100 amps.

Except where already installed, no unit may install central air conditioning.

New radiators must be approved prior to installation. Generally speaking, new radiators must be of the same type and design as existing radiators.

Whenever electrical work or plumbing is part of a renovation it must be performed under the supervision and license of a licensed electrician or plumber. Copies of all licenses must be submitted prior to commencement of alterations.

Approved Alteration Plans are not transferable from one Unit Owner to another if the unit is sold. Approved Specifications/Drawings for Alteration are not transferable from one architectural or engineering firm to another under any circumstances.

The Condominium, at its sole discretion may require a new scope of work and new specifications/drawings, if there is a change in the renovation during the course of construction.

Unit Owners whose Units contain elements that are no longer permitted will not have to remove them during a renovation, however, the Condominium may prohibit reinstallation or replacement installations.

Alterations must be completed within 120 days. Requests for additional time for completion must be submitted with your application and requires Board approval. The penalty for late completion of alterations is \$500.00 per week and such amounts will be deducted from the alteration deposit.

Contractors are required to install protective floor covering in the lobby and common hallways at the beginning of each work day and to protect all wall surfaces while transporting materials in and out of the building. Contractors are required to utilize protective measures and the construction area must be cleaned at the end of each work day to minimize construction related disturbances (dust, dirt, etc) to adjacent unit owners. Protection must be removed and all common areas must be cleaned at the end of each work day. The Unit Owner performing alterations will be responsible for any clean up costs incurred by the building if the contractor fails to adhere to the building's construction clean-up rules.

All work must end by 4:00 pm in order to allow sufficient time for your contractors to clear out any and all debris from the apartment and clean common areas. If contractors are not done by 4:30 p.m. the shareholder will be billed back for the superintendent's overtime.

Unit owners and their contractors must obey all instructions from the building manager and the building superintendent. Contractors must have a "foreman" on site and provide a contact phone number for the superintendent or the building manager to contact the contractor if necessary.

The superintendent or the building manager has the authority to order work suspended if work is not being performed in the agreed manner, if there is unacceptable damage to

the common areas or if unsafe conditions develop. The suspension shall continue until all responsible parties can agree on a resolution.

The board reserves the right to limit the number of alterations taking place at one time.

Any of these supplementary rules may be further supplemented, modified, or deleted by the Condominium Board at any time. They are not intended to be the sole or only requirements that may be imposed on any alteration project.

ALTERATION AGREEMENT

This Agreement, made as of this _ day of _____ 2018 between The 243 West 98 Condominium with an address c/o Kyrous Realty Group, 263 West 38 Street, Suite 15E, New York, NY 10018 ("Managing Agent") and _____ (the "Unit Owner") having a mailing address of _____.

W I T N E S S E T H:

WHEREAS, the Unit Owner hereby requests permission to make/install the equipment and/or make the alterations in the apartment (the "Apartment") (Apt. #__) at (243 West 98th Street, New York, NY 10025) as described in the accompanying plans and specifications (the "Work");

WHEREAS, in order to obtain the Condominium's consent to the Work as required under the By-Laws of the Condominium, the Unit Owner agrees to comply with the terms of the By-Laws and the obligations and policies of the Condominium, 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. Unit Owner's Submissions. Unit Owner herewith delivers to the Condominium:
 - a. Detailed plans, specifications and drawings of the Work, including a room-by-room list of all alterations to be undertaken, and if required by the Condominium, detailed plans and specifications (the "Plans") prepared by a licensed architect or engineer (if the nature of the alteration so requires), which shall not be modified by the Unit Owner after they are approved by the Condominium's architect or engineer (the "Condominium's Designated Engineer") without the Condominium's Designated Engineer's subsequent approval.
 - b. An alteration deposit equal to 3% of the total renovation cost as provided and certified in writing by a professional Architect, General Contractor or other qualified professional with a minimum of \$5,000.00 payable to the Condominium in accordance with paragraph 13 of this Agreement, if applicable. Subject to the other rights and obligations under this Agreement, the Condominium shall retain 10% from the deposit to offset the costs for wear and tear on the building, disruption and other costs caused by the alteration and the remainder of the deposit is refundable, provided there is no damage as a result of your alterations and all alteration rules are adhered to.
 - c. a check in the sum of \$500 payable to Kyrous Realty Group, managing agent for the Building (the "Managing Agent") as a processing fee in connection with this request and the Work, if applicable.

2. Condominium's Review of Work as Proposed. Unit Owner acknowledges that the Condominium's designated engineer, may at Unit Owner's expense, (a) review the Plans for the Work and (b) from time to time observe the Work to ensure that the Work conforms to the approved Plans and is otherwise in conformity with the requirements of this Agreement. Unit Owner shall provide access to the Apartment, from time to time, to permit the Condominium's Designated Engineer, the Managing Agent, the superintendent of the Building, or any other person the Condominium may authorize, to observe and inspect the Work. Unit Owner shall make all corrections specified by the Condominium as a result of such inspections, necessary to bring the Work into conformity with the Plans. The Condominium's failure to inspect shall not be considered a waiver of the Unit Owner's obligation to comply with this Agreement and the approved Plans. The Condominium shall notify the Unit Owner as to when inspections will be required. Any changes, modifications, or amendments to the Plans must be requested in writing (together with all documents reasonably required by the Condominium's professional) by the Unit Owner to the Condominium, and no Work relating to the proposed changes, except emergency repairs, may be performed while approval of new or revised Plans are pending. The Completion Date (defined below) shall remain in effect, unless an extension of the Completion Date is approved by the Condominium. The Condominium expressly reserves and does not waive its right to enforce its alteration policies, by injunctive relief or otherwise, unless specific exemption is granted in the Condominium's approval of the Plans for any aspect of the Work that would otherwise violate the Condominium's alteration policies.

Unit Owner shall promptly correct all parts of the Work (whether or not such work is fabricated, installed or completed) rejected by the Condominium because of its failure to conform to the Plans and specifications previously approved by the Condominium 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 Condominium. Unit Owner shall bear all costs of correcting such rejected parts of the Work, including the compensation for additional services to the Condominium of any architect or engineer made necessary thereby.

3. Pre-Conditions to Commencement of Work by Unit Owner. Unit Owner agrees:

- a. Prior to beginning the Work, to provide the Condominium with complete and conformed copies of every agreement made with contractors, subcontractors and suppliers;
- b. If required by laws, rules, orders or governmental regulations or the Condominium's Designated Engineer, to 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, consents of all governmental agencies
- c. At the completion of the Work, the Unit Owner will deliver to the Condominium 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 the Unit Owner'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 Unit Owner's Designated Engineer must submit a statement to that effect. The determination of the Condominium's Designated Engineer as to the need for an amended Certificate of Occupancy shall be conclusive, to the extent permitted by law.

- d. To procure from Unit Owner's contractor or contractors the insurance policies described on Exhibit "A" attached hereto, which policies shall name the Condominium, the Condominium's officers, directors, Unit Owners, Designated Engineer, the Managing Agent, and Unit Owner, as parties insured. Such policies shall provide that they may not be terminated until at least thirty (30) days after written notice to the Condominium. All such policies or certificates evidencing the issuance of the same shall be i) with companies that are reasonably acceptable to the Condominium, and ii) delivered to the Condominium before the Work commences.

4. Unit Owner to Give Notice of Actual Commencement and Completion of Work. Prior to commencing the Work, Unit Owner shall give at least ten (10) days' written notice to the Condominium's Designated Engineer, the superintendent of the Building and the Managing Agent of the date the Work shall commence. The Unit Owner is required to submit a detailed schedule of work, including a completion date and highlighting significant milestones leading to the completion. This should be updated at frequent intervals or after any revision of plans.

5. Work Done at Unit Owner's 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 Unit Owner, or Unit Owner's contractor(s) or subcontractor(s), as the case may be.

However, the existence of such insurance shall not relieve Unit Owner of any liability. If the Managing Agent advises Unit Owner of any damage, which in the Managing Agent's opinion, was caused by the Work, Unit Owner shall promptly submit such claim to Unit Owner's insurance carrier and to Unit Owner's contractor(s) or subcontractor(s) for submission to their insurance carrier, as appropriate. Unit Owner 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 Unit Owner or Unit Owner's contractors or subcontractors to expeditiously review and settle damage claims for which they are responsible.

6. Indemnification by Unit Owner. Unit Owner hereby indemnifies and holds harmless the Condominium, the Condominium's Designated Engineer and employees, the Managing Agent, and other Unit Owners and residents of the Building against any damages suffered to persons or property as a result of the Work. Unit Owner shall reimburse the Condominium, the Condominium's Designated Engineer, Managing Agent, and other Unit Owners and residents of the Building for any losses, costs, fines, fees and expenses (including, without limitation, reasonable attorney's fees

and disbursements) incurred as a result of the Work and/or the Unit Owner's or any contractor's or consultant's failure to conform with this Agreement or any law or ordinance and which may be incurred by the Condominium in the defense of any suit, action, claim or violation in connection with the Work or the abatement thereof.

7. All Costs Associated with Work Done at Unit Owner's Expense. Unit Owner accepts sole responsibility for the Work and for all costs in connection with the Work. If the Condominium obtains legal, engineering or architectural advice either prior or subsequent to granting permission for the Work, Unit Owner agrees to reimburse the Condominium, on demand, for any reasonable fees (including attorney's fees) incurred. Unit Owner understands and agrees that all costs of labor, equipment and materials incurred by the Condominium, shall be charged to Unit Owner as common charges and/or additional (added) common charges under the Condominium's Bylaws and/or Declaration.

8. Unit Owner's Contractor to Cooperate with Building Labor. All of Unit Owner's contractors and subcontractors shall employ only such laborers as shall not conflict with any of the trade unions employed in the Building or otherwise cause disharmony with any Building service union. The Contractor shall acknowledge this Agreement and agrees to, and shall cause all subcontractors to abide by all of the rules and regulations of the Condominium.

9. Unit Owner's Responsibility for Consequences of Work. Unit Owner and any successor-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, Unit Owner, when so advised, shall promptly remove or correct the cause of the problem as determined by the Condominium. Unit Owner agrees that any air conditioning units, terrace plantings and/or structures, wherever located in the Building, may be removed by the Condominium for the purpose of repairs, upkeep or maintenance of the Building, at the sole expense of the Unit Owner. If the Unit Owner does not promptly remove or correct the problem, the Condominium may have the problem corrected and the Unit Owner shall be liable for all costs and expenses, including reasonable attorneys' fees, incurred by the Condominium.

10. Prohibited Construction Methods. Unit Owner recognizes that there will be no change in the operation of the Building's heating system, ventilation system or air-conditioning system, if any, to facilitate the functioning of any heating or air-conditioning units Unit Owner may be installing. Unit Owner will not interfere or permit interference with the Building's intercom system, gas, electric, plumbing or any other service. Unit Owner agrees that exterior masonry walls shall not be penetrated.

11. Completion of Work. The Unit Owner shall use the Unit Owner's best efforts to ensure that the Work is completed expeditiously, but in any event all Work shall be completed within 120 days from the date of commencement of the Work, or such other period as the Condominium, in writing, designates (the "Completion Date"). The Condominium expresses no opinion regarding the feasibility of completion of the Work within this time period. If the Work shall not have been completed by the Completion Date, the Condominium shall be entitled to apply, from the security funds provided pursuant to paragraph 1(b) of this Alteration Agreement, the sum of \$500.00 per week for each week the Work remains incomplete. These amounts are acknowledged to be liquidated damages, and not a penalty, to compensate the Condominium and the Condominium's Unit Owners 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 Condominium's application of the security funds provided pursuant to paragraph 1(b) of this Agreement as aforesaid shall be without prejudice and in addition to all other remedies the Condominium may have. If the security funds provided pursuant to paragraph 1(b) are fully applied, the Unit Owner agrees to pay all amounts due under this paragraph to the Condominium in weekly installments. The determination of whether the Work is completed shall be made by the Condominium, and the Condominium's determination shall be conclusive. The Unit Owner agrees that any consent by the Condominium to perform Work after the Completion Date may be revoked by the Condominium immediately if the Unit Owner fails to comply with any requirement of this Agreement or extension of the Completion Date.

12. Work Hours and Noise. The Work shall be performed, only between the hours of 9:00 a.m. and 4:30 p.m. The Work shall not be performed on Saturdays, Sundays and holidays. The Condominium shall be the sole arbiter should there be any doubt as to noise levels which may be disturbing.

13. Unit Owner's Security Deposit. As security for the faithful performance and observation by Unit Owner of the terms and conditions of this Agreement, Unit Owner has deposited the sum indicated in paragraph 1(b) with the Condominium. In the event that Unit Owner or persons engaged by Unit Owner to perform the Work cause loss, cost or expense to the Condominium, including without limitation any loss, cost or expense arising from or relating to (a) the fees of the Condominium's Designated Engineer to review the plans and specifications or to review from time to time the progress of the Work; (b) the fees of the Condominium's attorneys engaged in the event of Unit Owner's breach or alleged breach of the provisions of this Agreement, or otherwise in connection with the Work; (c) 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); (d) delays in completion of the Work, as more specifically referred to in Paragraph 11 of this Agreement, or (e) any other expenses incurred by the Condominium in connection with any complaints or breach of this Agreement. Unit Owner agrees that the Condominium may use, apply or retain the whole or any part of the security so deposited and the interest earned thereon, if any, to the extent required for the payment thereof. If the deposit is diminished by one-half of the original amount, Unit Owner shall replenish it to the full amount within (3) business days after written demand. Unit Owner's failure to replenish the security deposit shall be a material breach of this Agreement, shall constitute "common charges" and/or "additional common charges," as either of those terms are defined in the Condominium's By-Laws,

and in the amount of the deposit diminishment, and shall entitle the Condominium to stop the Work, and/or exercise any remedies it has hereunder. If Unit Owner shall comply with all of the terms and conditions of this Agreement, the security deposit and interest or remaining balance thereof, if any, shall be returned to Unit Owner. Furthermore, the parties acknowledge that it would be extremely difficult and impracticable under the presently known and anticipated facts and circumstances to ascertain and fix the actual damages the Condominium would incur should Unit Owner delay in replenishing the security funds as set forth herein. Accordingly, the parties agree that if Unit Owner fails to replenish the security funds as set forth herein within three (3) business days of the Condominium's notice, then the Condominium shall be entitled to recover from Unit Owner the sum of Seventy-Five (\$75.00) Dollars, plus attorney fees and/or costs related to the collection of such funds, for each consecutive calendar day after three (3) business days which Unit Owners has delayed in replenishing the funds.

14. Accessibility. Unit Owner agrees that all water, steam, and gas valves will be reasonably accessible. If any portion of the Work should enclose such valves, contrary to the provisions of this Agreement, if requested by the Condominium's Designated Engineer, such portion shall be uncovered at Unit Owner's expense for observation. Such enclosure shall be opened and replaced at Unit Owner's expense.

15. Use of Public and Common Areas During Work. Unit Owner will not allow the halls, sidewalks, courtyards and other public areas to be used for the storage of building materials or debris and agrees that the floor of the back halls to be used in connection with the Work will be covered with construction paper during the Work. If the Work mars or damages the back hall, stairs, or elevators, the Condominium may repair them at Unit Owner's expense upon the completion of the Work. Unit Owner 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 Unit Owner shall fail to promptly perform any repair, Unit Owner shall promptly pay all reasonable bills for such repairs.

16. Unit Owner to Maintain Certain Safety Precautions. Unit Owner agrees that functioning fire extinguishers and smoke alarms will be maintained in the Apartment during the Work. Unit Owner agrees that the Work shall not block access to any fire exits in the Building. Unit Owner shall have smoke detectors installed within 15 feet of every sleeping area on the ceiling or wall pursuant to Local Law 62 of 1981 of the City of New York, and Unit Owner shall install window guards if a child or children 10 years old or under lives or resides in the Apartment pursuant to Section 131.15 of the New York City Health Code.

17. Unit Owner to Control Refuse, Dirt, Dust, Lead Based Paint, etc.

- a. All precautions will be taken by Unit Owner to prevent dirt and dust from permeating other parts of the Building during the progress of the Work. 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 Unit Owner's expense. Unit

Owner recognizes that only the service elevator may be used for such removal and only at such times as the superintendent of the Building may direct. Unit Owner 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 the sides of the Building. Notwithstanding the foregoing, the placement of any dumpsters must comply with all governmental regulations, including without limitation, obtaining any necessary permits.

- b. 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, (3) protecting the workers, (4) protecting the Unit Owner's belongings by covering or removing them from the work area, (5) wetting the painted surfaces before disturbing the paint and (6) wetting the debris before sweeping. 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). The Unit Owner shall cause the Unit Owner's contractors and/or workers to perform their work consistently with these 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.
- c. No more than sixty (60) days prior to beginning renovation activities in the Apartment, the contractor shall provide the Unit Owner with the Environmental Protection Agency (the "EPA") pamphlet entitled, Protecting Your Family from Lead in the Home, (the "Pamphlet"). If the Apartment is occupied by other than the Unit Owner, the contractor shall provide the occupant with the Pamphlet. The contractor shall be responsible for obtaining the Unit Owner's or the occupant's written acknowledgment of receipt of the Pamphlet or a certificate of mailing evidencing same. The Unit Owner hereby acknowledges that the Condominium has no liability or obligation in connection with this notification requirement of the EPA.

18. Unit Owner to Comply with Laws, etc. Unit Owner 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 Unit Owner or for Unit Owner's benefit. Unit Owner 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 abatement-work.

19. Acceptance of Responsibility by Unit Owner and Unit Owner's Successor in Interest.

- a. The Unit Owner releases the Condominium, the Managing Agent, the Condominium'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 By-laws, the Unit Owner 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 the Unit Owner's successor-in-interest in the Apartment.

- b. Unit Owner or Unit Owner's successor-in-interest (I) shall advise each subsequent purchaser of Unit Owner's interest in the Condominium's shares appurtenant to the Apartment (a "Purchaser") of the Work undertaken by the Unit Owner and the Purchaser's obligations under this Agreement; (ii) shall provide copies of the Plans and this Agreement to the Purchaser; (iii) shall waive any claim or cause of action against the Condominium, the Board of Managers or the Managing Agent, for advising a potential Purchaser of the obligations of the owner of the Apartment under this Agreement, (iv) have the Assumption of Alteration Agreement executed by any successor-in-interest.

20. Work is of Unit Owner's Sole Design. Unit Owner recognizes that by granting consent to the Work, the Condominium does not express any opinion as to the design, feasibility or efficiency of the Work.

21. Miscellaneous. This Agreement may not be changed orally. This Agreement shall be binding on legal representatives, successors and authorized assigns. Captions are for the purposes of convenience of reference only and are not to be considered in interpreting this Agreement.

22. Unit Owner's Breach and Condominium's Remedies. UNIT OWNER'S FAILURE TO COMPLY WITH ANY OF THE PROVISIONS HEREOF SHALL BE DEEMED A BREACH OF THE PROVISIONS OF THE CONDOMINIUM'S BYLAWS AND DECLARATION, IN ADDITION TO ALL OTHER RIGHTS, THE CONDOMINIUM MAY ALSO SUSPEND THE WORK AND PREVENT WORKERS FROM ENTERING UNIT OWNER'S APARTMENT FOR ANY PURPOSE OTHER THAN TO REMOVE THEIR EQUIPMENT. IN SUCH EVENT, THE CONDOMINIUM MAY ALSO REVOKE PERMISSION FOR UNIT OWNER TO UNDERTAKE THE WORK. ANY DEVIATION FROM THE WORK APPROVED IN THIS ALTERATION AGREEMENT SHALL VOID IN ITS ENTIRETY THE PERMISSION GRANTED HEREIN.

23. Permission. By executing this Agreement the Condominium is granting permission to the Unit Owner to perform the Work pursuant to the Plans and this Agreement. This permission can be revoked at any time on written notice to the Unit Owner as a result of Unit Owner's or its agent's violation of the terms of this Agreement. The Condominium also agrees to perform its obligations under this Agreement.

Unit Owner

Unit Owner

Permission Granted By:
The 243 West 98 Condominium

By: _____
Agent

EXHIBIT A

Unit Owner'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 Condominium, licensed to do business in the State of New York, and all such policies shall name the Condominium, the Unit Owner and the Condominium's managing agent (the "Managing Agent") as additional 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. This coverage to be a minimum of \$5,000,000. Employer's liability coverage to be not less than \$500,000.
- ii. **Commercial General Liability** coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate 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. Insurance shall also cover the following: premises and operations liability, products/completed operations, broad form property damage, broad form contractual liability, personal injury and independent contractor's liability.
- iii. **Commercial General Liability** coverage 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.
- iv. **Commercial General Liability** coverage - \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit).
- v. **Comprehensive Automobile Liability**, including non-ownership and hired vehicle coverage, as well as owned vehicles: \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit).
- vi. **Umbrella Liability** for BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE COMBINED. It will have a limit of \$3,000,000 per occurrence and a general aggregate of \$3,000,000.

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 Condominium showing that such insurance is in full force and the premiums due there under have been paid. Such certificates shall provide that the said insurance may not be canceled, terminated or modified without thirty (30) days written advance notice thereof to the Condominium. The Contractor shall promptly furnish the Condominium with copies of any endorsements subsequently issued amending insurance coverage or limits. In the event of the failure of the Contractor to furnish and maintain such

insurance, the Condominium shall have the right, at its option, at any time, to revoke permission to perform the work and to deny entry into the Building to all workers.

Amounts of insurance required may be higher for major renovations as designated by the Board of Directors.

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 Condominium may have for consequential damages or otherwise.

INDEMNIFICATION AGREEMENT

Whereas, _____ (“Contractor”) is and will be performing certain work for _____ (“Owner”) pursuant to an agreement for _____, the Contractor and Owner hereby agree:

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Owner and/or Managing Agent from any and all claims, suits, damages, liabilities, professional fees, including attorney’s fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of the Contractor, its agents, servants, subcontractors or employees, or the use of the Contractor, its agents, servants, subcontractors or employees, of facilities owned by Owner. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Owner and/ or Managing Agent without negligence and solely by reason of statute, operation of law or otherwise, and partial indemnity in the event of any actual negligence on the part of Owner and/or Managing Agent either causing or contributing to the underlying claim. In that event, indemnification will be limited to any liability imposed over and above that percentage attributable to actual, whether by statute, by operation of law or otherwise.

INSURANCE PROCUREMENT

Contractor shall obtain and maintain at all times during the term of this agreement, at its sole cost and expense, the following insurance:

- a) **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. This coverage to be a minimum of \$5,000,000. Employer's liability coverage to be not less than \$500,000.
- b) **Commercial General Liability** coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate 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. Insurance shall also cover the following: premises and operations liability, products/completed operations, broad form property damage, broad form contractual liability, personal injury and independent contractor's liability.
- c) **Commercial General Liability** coverage 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.
- d) **Commercial General Liability** coverage - \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit).
- e) **Comprehensive Automobile Liability**, including non-ownership and hired vehicle coverage, as well as owned vehicles: \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit).
- f) **Umbrella Liability** for BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE COMBINED. It will have a limit of \$3,000,000 per occurrence and a general aggregate of \$3,000,000. If umbrellas are written in more than one company any layers above the first one shall follow the form of the primary umbrella.

Contractor shall, by specific endorsements to its primary and umbrella/ excess liability policy, cause Owner and Managing Agent to be named as Additional Insured. Contractor shall, by specific endorsement to its primary liability policy, cause the coverage afforded to the additional insured there under to be primary to and not concurrent with other valid and collectible insurance available to Owner and Managing Agent. Contractor shall, by specific endorsement to its umbrella/ excess liability policy, cause the coverage afforded to Owner and Managing Agent there under to be first tier umbrella/ excess coverage above the primary coverage afforded to Owner and Managing Agent and not concurrent with or excess to other valid and collectible insurance available to Owner and Managing Agent.

Dated: _____

Owner

Contractor

By: _____

By: _____

**Addendum to the By-Laws of
THE 243 WEST 98 CONDOMINIUM
RULES AND REGULATIONS
OF
THE 243 WEST 98 CONDOMINIUM**

1. The sidewalks, entrances, passages, public halls, elevators, vestibules, corridors and stairways of or appurtenant to the Building shall not be obstructed or used for any purpose other than ingress to and egress from the Units.

2. No velocipedes, bicycles, scooters, or similar vehicles shall be taken into or from the Building through the main entrance or shall be allowed in any of the elevators of the Building other than the elevator designated by the Condominium Board or the Managing Agent for such purpose, and no baby carriages or any of the above-mentioned vehicles shall be allowed to stand in the public halls, passageways, or other public areas of the Building.

3. All service and delivery persons will be required to use the service entrance or such other entrance of the Building designated by the Condominium Board. In addition, all servants, messengers and tradespeople visiting the Building shall use the elevator designated by the Condominium Board or the Managing Agent for the purposes of ingress and egress, and shall not use any of the other elevators for any purpose, provided, however, that nurses in the employ of Unit Owners or their Family Members, guests, tenants, subtenants, licensees, or invitees may use any of the other elevators when accompanying said Unit Owners, Family Members, guests, subtenants, licensees or invitees.

4. Trunks and heavy baggage shall be taken in or out of the Building only by the elevator designated by the Condominium Board or the Managing Agent for that purpose and only through the service entrance.

5. No article (including, but not limited to, garbage cans, bottles or mats) shall be placed or stored in any of the halls or on any of the staircases or fire tower landings of the Building, nor shall any fire exit thereof be obstructed in any manner.

6. The storage rooms of the Building shall be used by all Unit Owners, in common, only for the storage of trunks, bags, suitcases and packing cases, all of which shall be empty, and for the storage of such other articles as the Condominium Board, in its sole discretion, may determine. Supervision, management and control of the storing in and removal of a Unit Owner's property from the storage rooms is vested in the Condominium Board. The use of the

storage rooms shall be at the sole risk of the Unit Owner or other person using the same, and the Condominium Board, its agents, or the Managing Agent shall not be liable for any injury to person, loss by theft or otherwise, or damage to property, whether due to the negligence of the Condominium Board, its agents, the Managing Agent, or otherwise.

7. The laundry and drying apparatus in the laundry room of the Building shall be used in such manner and at such times as the Condominium Board or the Managing Agent may direct. No clothes, sheets, blankets, laundry, or other articles of any kind shall be hung on or out of a Unit or shall be dried or aired on any open terrace or patio.

8. No refuse from the Units shall be sent to the cellar of the Building, except at such times and in such manner as the Condominium Board or the Managing Agent may direct. Nothing shall be hung or shaken from any doors, window, or open terraces or patios, or placed upon the window sills, of the Building, and no Unit Owner shall sweep or throw, or permit to be swept or thrown, any dirt, debris or other substance therefrom.

9. There shall be no playing or lounging in the entrances, passages, public halls, elevators, vestibules, corridors, stairways, or fire towers of the Building, except in recreational areas or other areas designated as such in the Declaration or by the Condominium Board.

10. The Condominium Board or the Managing Agent may, from time to time, curtail or relocate any portion of the Common Elements devoted to storage, recreation, or service purposes in the Building.

11. Nothing shall be done or be kept in any Unit or in the Common Elements that will increase the rate of insurance of the Building, or the contents thereof, without the prior written consent of the Condominium Board. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common Elements that will result in the cancellation of insurance on the Building, or the contents thereof, or that would be in violation of any Law. No Unit Owner or any of his or her Family Members, agents, servants, employees, licensees, or visitors shall, at any time, bring into or keep in his or her Unit any inflammable, combustible, or explosive fluid, material, chemical, or substance, except as shall be necessary and appropriate for the permitted uses of such Unit.

12. There shall be no barbecuing in the Units, or in the Common Elements, except for those areas (if any) specifically designated for barbecuing by the Condominium Board.

13. No Unit Owner shall make, cause, or permit any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from his or her Unit or permit anything to be done therein that will interfere with the rights, comforts, or conveniences of the other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument, or shall operate or permit to be operated a phonograph, radio, television set, or other loudspeaker in such Unit Owner's Unit between midnight and the following

8:00 A.M., if the same shall disturb or annoy other occupants of the Building, and in no event shall any Unit Owner practice or suffer to be practiced either vocal or instrumental music between the hours of 10:00 P.M. and the following 9:00 A.M. No construction, repair work, or other installation involving noise shall be conducted in any Unit except on weekdays (not including legal holidays) and only between the hours of 8:00 A.M. and 5:00 P.M., unless such construction or repair work is necessitated by an emergency.

14. No bird, reptile, or animal shall be permitted, raised, bred, kept, or harbored in the Building unless, in each instance, the same shall have been expressly permitted in writing by the Condominium Board or the Managing Agent. Any such consent, if given, shall be revocable at any time by the Condominium Board or the Managing Agent in their sole discretion. In no event shall any bird, reptile, or animal be permitted in any public elevator of the Building, other than the elevator designated by the Condominium Board or the Managing Agent for that purpose, or in any of the public portions of the building, unless carried or on leash. No pigeons or other birds or animals shall be fed from the window sills, patios, terraces, or other public portions of the building, or on the sidewalk or street adjacent to the Building.

15. No Unit Owner shall install any plantings on any terrace or patio, without the prior written approval of the Condominium Board. Plantings shall be contained in boxes of wood, lined with metal or other material impervious to dampness and standing on supports at least two inches from the terrace or patio surface, and, if adjoining a wall, at least three inches from such wall. Suitable weep holes shall be provided in the boxes to draw off water. In special locations, such as a corner abutting a parapet wall, plantings may be contained in masonry or hollow tile walls which shall be at least three inches from the parapet and flashing, with the floor of drainage tiles and suitable weep holes at the sides to draw off water. Such masonry planting beds shall not, however, rest directly upon the surface of such terrace or patio, but shall stand on supports at least two inches above such surface. It shall be the responsibility of the Unit Owner to maintain the containers in good condition, and the drainage tiles and weep holes in operating condition. Such Unit Owner shall pay the cost of any repairs rendered necessary, or damage caused, by such plantings.

16. No group tour or exhibition of any Unit or its contents shall be conducted, nor shall any auction sale be held in any Unit, without the consent of the Condominium Board or the Managing Agent in each instance. In the event that any Unit shall be used for home out-patient purposes in conformance with the Declaration and the By-Laws, no patients, clients or other invitees shall be permitted to wait in any lobby, public hallway, or vestibule.

17. Unless expressly authorized by the Condominium Board in each instance, not less than eighty percent of the floor area of each Unit (excepting only kitchens, pantries, bathrooms, closets and foyers) must be covered with rugs, carpeting, or equally effective noise-reducing material.

18. No window guards or other window decorations shall be used in or about any Unit, except such as shall be required by law or shall have been

approved in writing by the Condominium Board or the Managing Agent, which approval shall not be unreasonably withheld or delayed. In no event, however, shall any exterior glass surfaces of any windows at the Property be colored or painted.

19. No ventilator or air conditioning device shall be installed in any Unit without the prior written approval of the Condominium Board, which approval may be granted or refused in the sole discretion of the Condominium Board.

20. No radio or television aerial shall be attached to or hung from the exterior of the Building, and no sign, notice, advertisement, or illumination (including, without limitation, "For Sale", "For Lease", or "For Rent" signs) shall be inscribed or exposed on or at any window or other parts of the Building, except such as are permitted pursuant to the terms of the Declaration and/or the By-Laws or shall have been approved in writing by the Condominium Board or the Managing Agent. Nothing shall be projected from any window of a Unit without similar approval.

21. All radio, television, or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements, or recommendations of the New York Board of Fire Underwriters and the public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television, or other electrical equipment.

22. Water-closets and other water apparatus in the Building shall not be used for any purpose other than those for which they were designed, and no sweepings, rubbish, rags or any other article shall be thrown into the same. Any damage resulting from misuse of any water-closets or other apparatus in a Unit shall be repaired and paid for by the owner of such Unit.

23. Each Unit Owner shall keep his or her Unit in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws.

24. The agents of the Condominium Board or the Managing Agent and any contractor or workman authorized by the Condominium Board or the Managing Agent, may enter any room or Unit at any reasonable hour of the day, on at least one day's prior notice to the Unit Owner, for the purpose of inspecting such Unit for the presence of any vermin, insects, or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests; however, such entry, inspection and extermination shall be done in a reasonable manner so as not to unreasonably interfere with the use of such Unit for its permitted purposes.

25. The Condominium Board or the Managing Agent may retain a pass-key to each Unit. If any lock is altered or a new lock is installed, the Condominium Board or the Managing Agent shall be provided with a key thereto immediately upon such alteration or installation. If the Unit Owner is not

personally present to open and permit an entry to his or her Unit at any time when an entry there is necessary or permissible under these Rules and Regulations or under the By-Laws, and has not furnished a key to the Condominium Board or the Managing Agent, then the Condominium Board or Managing Agent or their agents (but, except in an emergency, only when specifically authorized by an officer of the Condominium or an officer of the Managing Agent) may forcibly enter such Unit without liability for damages or trespass by reason thereof (if, during such entry, reasonable care is given to such Unit Owner's property).

26. If any key or keys are entrusted by a Unit Owner, by any Family Member thereof, or by his or her agent, servant, employee, licensee, or visitor to an employee of the Condominium or of the Managing Agent, whether for such Unit Owner's Unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner, and neither the Condominium Board nor the Managing Agent shall (except as provided in Rule 25 above) be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

27. Unit Owners and their respective Family Members, guests, servants, employees, agents, visitors, or licensees shall not at any time or for any reason whatsoever enter upon, or attempt to enter upon, the roof of the Building.

28. No occupant of the Building shall send any employee of the Condominium or of the Managing Agent out of the Building on any private business.

29. Any consent or approval given under these Rules and Regulations may be amended, modified, added to, or repealed at any time by resolution of the Condominium Board. Further, any such consent or approval may, in the discretion of the Condominium Board or the Managing agent, be conditional in nature.

30. Complaints regarding the service of the Condominium shall be made in writing to the Condominium Board or to the Managing Agent.

The 243 West 98 Condominium
243 West 98th Street
New York, New York 10025

NOTICE OF AMENDMENT TO RULES AND REGULATIONS

BY CERTIFIED MAIL - RETURN RECEIPT REQUESTED

TO: ALL UNITHOLDERS

FROM: BOARD OF MANAGERS
THE 243 WEST 98 CONDOMINIUM

DATE: JULY 29, 1999

PLEASE TAKE NOTICE THAT THE CONDOMINIUM BOARD HAS AMENDED THE CONDOMINIUM'S RULES AND REGULATIONS. FOLLOWING IS A NEW RULE 31 WHICH WILL BE EFFECTIVE THIRTY DAYS FROM THE DATE SET FORTH ABOVE:

31. A Unit Owner shall be required to pay the Condominium, as a fine, the sum of \$25.00 per day per Unit for each day the Unit Owner allows a prohibited condition to continue unabated after receipt of notice of the prohibited condition. Notwithstanding the foregoing, if the prohibited condition is such that it cannot be immediately abated, then, provided that Unit Owner immediately undertakes to abate the prohibited condition and diligently pursues such abatement, then no fine shall be imposed. Prohibited conditions exist when a Unit Owner:
- (A) makes, causes, or permits any unusual, disturbing, or objectionable noises or odors to be produced upon or to emanate from the Unit Owner's Unit or otherwise permits interference with the rights, comforts or conveniences of the other Unit Owners or other inhabitants of the Building;

- (B) fails to keep the Unit Owner's Unit in a good state of preservation, condition, repair and cleanliness in accordance with the terms of the By-Laws, including the maintenance of a nuisance, violation, or other improper, offensive and unlawful conduct or condition in connection with the subject Unit;
- (C) maintains objects in the common areas of the Property (except for storage areas) without written permission from the Condominium Board;
- (D) installs any ventilator or air conditioning device in the Unit Owner's Unit or otherwise in or on the Property without the prior written approval of the Condominium Board; and
- (E) uses water-closets and other water apparatus in the Building for any purpose other than those for which they were designed, including placing sweepings, rubbish, grease or any other inappropriate article or substance into same.

The Condominium will invoice the offending Unit Owner on a monthly basis. Fines are payable upon receipt of the invoice. Should the Condominium fail to receive payment within 30 days from issuance of an invoice, without further notice from the Board, interest will accrue at the rate of 1% per month until all invoiced fines and interest are paid. Should the Board institute legal proceedings to enforce a Unit Owner's obligation to pay fines or interest, the Board shall be further entitled to payment of its costs and expenses, including attorneys' fees, incurred in its enforcement efforts.

RESOLUTION OF THE BOARD OF MANAGERS OF THE 243 WEST 98 CONDOMINIUM

The following resolution was duly adopted by the Condominium Board at a regular meeting held on July 8, 2003, after a discussion, on motion duly made by the Board of Managers and upon a unanimous vote:

RESOLVED, that the Rules and Regulations are amended by adding the following as Rule 32:

32. The use of Storage Lockers shall be rented for use by resident/unit owners only.

Upon subletting a unit, the rental of storage locker will be terminated within 30 days of approval of the sublet, and any or part of the annual rental fee shall be reimbursed to the unit owner.

Storage bins are not transferable with the sale of a unit.

The 243 West 98 Condominium
243 West 98th Street
New York, NY 10025

NOTICE OF AMENDMENT TO RULES AND REGULATIONS

TO: ALL UNIT OWNERS
FROM: BOARD OF MANAGERS
DATE: JUNE 1, 2018

PLEASE TAKE NOTICE THAT THE CONDOMINIUM BOARD HAS AMENDED THE CONDOMINIUM'S RULES AND REGULATIONS. THE FOLLOWING IS A NEW RULE#33 WHICH WILL BE EFFECTIVE THIRTY DAYS FROM THE DATE SET FORTH ABOVE.

33. As of the date of adoption of this rule, smoking is prohibited in all of the common areas of the building as required by all applicable laws, including in the elevators, hallways, stairways, lobby, amenity facilities, as well as in areas within 25 feet of any entrance to or egress from the building. No person shall smoke in the areas where smoking is prohibited by this rule or permissmoking by any occupant, agent, tenant, invitee, guest, friend, or family member in such areas.

Provided that it does not create unreasonably disturbing secondhand smoke that interferes with the rights, comforts, or conveniences of other residents, and subject to applicable law and the condominium's governing documents, smoking is currently permitted inside a resident's individual apartment unit. The unit owner is responsible for any secondhand smoke entering the common areas or other apartment units from the resident's individual apartment unit and has an obligation to put into effect measures to ensure secondhand smoke does enter into common areas or other apartment units.

The smoking of illegal substances is prohibited in all areas of the building.

The term "smoking" as used in this rule includes inhaling, exhaling, burning, carrying or otherwise handling or controlling any lit, heated or smoldering cigar, cigarette, electronic cigarette, herbal cigarette or non-tobacco smoking product, water pipe, vaping device, pipe, or any form of lighted object or device which contains tobacco or tobacco products.

A notice setting forth this smoking policy will be displayed prominently in the building's lobby. The building's board reserves the right to revise and/or amend this current smoking policy.



**Architecture
Restoration
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PC**

12 West 23rd Street, 3rd Floor
New York NY 10010
Telephone 212 367 7472
www.arcpc.us

May 2, 2018

1. ALTERATION REVIEW RATE SCHEDULE: CALENDAR YEAR 2018

Alteration reviews generally follow a chronological sequence starting with the review of plans and finalizing with the completion of the alteration. There are typically four review phases, as follows:

- **Design Review:** Includes review of plans, specifications and/or a description of the proposed scope of work.
- **Pre-Construction Phase:** Consists in the review of submittals required prior to construction such as permits, licenses and test reports.
- **Construction Phase:** Includes progress and final inspection of the work to ensure compliance with approved plans.
- **Post Completion Phase:** Consists of verification that the project has been properly signed-off and that there are no outstanding violations related to construction work undertaken.

Design Review Fees:

Fees for alteration reviews fall under one of two criteria: the type of renovation undertaken (Renovation Level) and the size of the space being renovated (Space Size). **Design Reviews** will be billed on a lump sum basis where the review fee will be the lesser of the two criteria (Renovation Level vs Space Size). The total fee charged will be dependent on the number of design reviews required to satisfy requirements or clarifications requested after the initial submission of plans. The cost of each review is as follows:

Renovation Level	Space Size	Design Review Fees
Level 0	Minor Renovation	550.
Level 1	Studio or 1 Bedroom	825.
Level 2	2 Bedrooms or More	1,100.
Level 3	Apartment Combinations	1,650.
Level 4	Commercial Alterations	2,250.

Renovation Levels:

Level 0: Work not involving major renovations to kitchens or bathrooms or any type of demolitions of partition walls (i.e. painting, installation of a/c units, and installation of new windows or other type of cosmetic work).

Level 1: Renovations of bathrooms, kitchens or a combination of the two, plus work on up to one bedroom.

Level 2: Work done at Level 1 plus additional bedrooms.

Level 3: Work involving combination of two or more apartments into a single unit.

Level 4: Work involving commercial retail spaces limited to a main space and a basement.

Other Review Fees:

Fees for telephone consultations, Pre-Construction, Construction and Post Completion phases will be billed at the following hourly rates. There is a minimum 2-hour service charge for site visits.

	2018	2019	2020	2021
Hourly Services	295.	305.	315.	325.

General Expenses:

Include all direct and indirect project expenses such as: printing and reproduction (excluding large format scanning services), postage and delivery expenses, travel fees, communication costs, administrative expenses, professional liability insurance, overhead and profit. General Expenses will be billed at the rate of **18%** of Professional Services rendered. No back-up data or copies of bills will be provided for General Expenses invoiced under this agreement.

Additional Expenses:

Scanning services for drawings larger than 11x17 will be billed at \$25 per sheet unless electronic document files of the drawings are provided in PDF format at the time of submission.



2. General Terms and Conditions for Apartment Alteration Reviews

- 2.1 **Payments to the Architect:** Upon acceptance of this contract by the Owner, a payment as noted in the Acceptance section of this proposal will be required to initialize the project. Invoices are payable upon 30 days from date of invoice. Any objection which Owner may have to ARC's invoices shall be made in writing to ARC within 15 days from date of invoice. A 15% late payment fee will be applied to all invoices not paid within 60 days from date of invoice.
- 2.2 **Standard of Care:** ARC's services shall be performed, subject to causes outside of ARC's control (including, but not limited to, governmental approvals and the Owner's providing of requested information or approvals) within the limits described in the attached proposal/letter/work order in a manner consistent with that level of care and skill ordinarily exercised by other professional architects performing similar services on similar projects under similar circumstances at the time the services are performed (the "Standard of Care"). The Owner agrees that no other representation, expressed or implied, and no warranty or guarantee is provided by ARC or is to be presumed given by ARC under this proposal/letter/work order or in any report, opinion, or any other document prepared by ARC or otherwise.
- 2.3 **Termination or Suspension of Services:** ARC' services will be suspended in the event that any invoice remains unpaid after more than 60 days from the date of the invoice. In such case, services will only resume when all outstanding invoices and late payment penalties have been paid in full. ARC shall have no liability for any claims after the initial date of suspended services. ARC reserves the right not to perform any Additional Service at any point in time.
- 2.4 **Job Safety and Control of the Work:** ARC shall take reasonable precautions to safeguard its own employees. Except as otherwise expressly agreed to in writing by ARC, ARC shall have no responsibility for the safety program at the Project site or the safety of any contractor, subcontractor, consultant, subconsultant or other person. Neither the professional activities of ARC nor the presence of ARC's employees and subcontractors at the Project site shall be construed to confer upon ARC any responsibility for any activities performed by personnel other than ARC's employees. The Owner agrees that ARC shall have no control over the activities or any contractors, subcontractors, consultants, subconsultants or construction manager, their agents, servants or employees.
- 2.5 **Advisory Capacity:** Services rendered are solely for the benefit of the Client based entirely upon information provided by building management. ARC was not retained to provide architectural services for the proposed renovation which is solely the responsibility of the apartment owner and his/her agents.
- 2.6 **Consultants:** ARC shall not be responsible to the Owner or any third-parties for errors, omissions or other deficiencies or defaults of any other design professional, including design-build contractors, rendering design, architectural, engineering or related services for the benefit of the Owner or the project, whether retained by ARC or the Owner. ARC's sole liability in connection with the services of consultants shall be to coordinate the consultant's portion of the Instruments of Service consistent with the Standard of Care.
- 2.7 **Limitation of Liability:** ARC's liability for any damage on account of any claimed error, omission, wrongful conduct or negligence will be limited to an amount equal to ARC's fee under this Agreement. In no event shall ARC be liable for special, consequential, or exemplary damages, or damages due to delay in the work. No action, regardless of form, arising out of the service under this Agreement, may be brought by the Owner more than one (1) year after the act or omission giving rise to a cause of action has occurred.
- 2.8 **Governing Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of New York



3. Acceptance

If the terms of this proposal are acceptable, then please indicate your acceptance by signing and returning one copy of this proposal.

This proposal may be withdrawn by ARC if an executed copy of this proposal is not received by ARC within fifteen (15) days of the date of this proposal.

We appreciate the opportunity to partner with you.

Sincerely yours,

Joakim Aspegren, AIA
President

Accepted and Agreed to by:

Name and Title

Authorized Signature

Date