

Kyrous Realty Group, Inc.

263 West 38th Street • Suite 15E • New York, NY 10018
Phone: 212.302.1500 • Fax: 212.302.3855 • E-mail: carine@kyrousrealtygroup.com

287 East Houston Condominium – Alteration Agreement

Attached please find the Alteration Agreement regarding 287 East Houston Condominium, 287 East Houston Street, New York, NY 10002. It must be completed, signed, and returned to Carine Coradin at carine@kyrousrealtygroup.com.

Please be sure to include the following with the Alteration Agreement:

- Certificate(s) of insurance for all contractors, *listing the required language.*
- Scope of work
- Copies of contractors', plumbers', and electricians' licenses (where applicable)
- \$650.00 administrative processing fee, payable to Kyrous Realty Group, Inc.
- \$5,000.00 damage deposit for the work, payable to 287 East Houston Condominium
- \$750.00 for the architectural review, payable to 287 East Houston Condominium
- Drawings related to the planned or intended work (if applicable or necessary)
- Copies of all city filings, permits, approvals (if applicable or necessary)

Fee guidelines:

Please note that the amount of the architectural review fees may *exceed* the \$750.00 amount initially required to be provided with the application. Unit Owner is responsible for the payment of all architectural review fees, without limitation, as noted in Section 9 of application following. Additional deposit may also be required at Board discretion.

Insurance guidelines: *See following page.*

Scope of work guidelines:

Please provide a thorough detailed list of all services you have arranged to be performed by all contractors, workmen, etc.

Deposit refund guidelines:

Please note that, upon approval of the work, the damage deposit will be deposited and held for the duration of the work. Upon completion of all work, please forward permit signoffs to our office directly for all permits pulled related to the work, and please arrange with the super directly to inspect for the presence of any damage. *Our office cannot refund the damage deposit until the superintendent has performed this inspection and confirmed no damage and received all signoffs for permits pertaining to the work.*

Work guidelines:

All work must abide by the allowable hours of work for the building. If planned work is particularly noisy, please notify our office as this may influence the hours they may be done.

Before the commencement of work, a pre-construction meeting is required to be held between your contractor(s) and subcontractor(s), the superintendent, and/or the property manager.

Insurance Guidelines and Policies

Please verify the insurance of your contractors before deciding to proceed.

Kyrous Realty Group, Inc., and the building are NOT responsible for any delays in your timeline for approval or work because of improper insurance. No contractor with unacceptable insurance shall be permitted to work. No contractor whose insurance review is incomplete or pending shall be permitted to work.

Requirements for Review: All contractors and sub-contractors to be performing work within your unit shall submit the **Acord-25 NY** and **Acord-855 NY** forms to be reviewed by the building's insurance reviewer. Pending the review of the insurance, further documentation, including, but not limited to, the insurance policy itself, may be required for review.

Certificate Language: Certificate holder and additional insured language are required to be listed on the certificates. Please verify the language against the included sample certificate of insurance for the building.

Insurance Coverage: All contractors and sub-contractors to be performing work must show proof of general liability and workers compensation coverage. If performing alteration work, umbrella liability should also be included. Please note the limits listed on the sample certificate are provided for example only; please list the coverages included on the policy.

Exclusions: Insurance carriers in New York frequently include endorsements to eliminate coverage arising out of employee injuries. These are commonly known as Labor Law Exclusions, or Employer's Liability Exclusions. The injured worker will typically assert a claim against the property owner or general contractor ("GC").

Contractual liability and action-over exclusions will not be permitted. Please ensure that any contractors you intend to utilize do not carry these exclusions.

A third-party "Action Over" exclusion relates to an action in which an injured employee sues a third party for contributing to the employee's injury. Often these claims are against the owner or general contractor. NY Labor Laws impose absolute liability on the owners of some job sites for breach of certain safety duties that lead to gravity-related injuries, irrespective of whether the owner actually controlled or supervised work being done by the independent contractor's employees while on site.

A "Contractual Liability" exclusion generally means the insurance coverage will not apply for hold harmless and indemnity clauses unless liability would otherwise have been imposed by law, or unless the hold harmless and indemnity clause found in the contract/agreement still falls within the policy's specific definition of "insured contract."

Unacceptable Carriers: The following list of carriers is not inclusive, but these carriers are not acceptable as general contractors of Unit Owner projects, or as subcontractors for general contractors.

The list of contractors is as follows:

ACE
ALTERRA EXCESS & SURPLUS INS.
CO.
AM. EUROPEAN INS. GROUP (*part of Rutgers*)
AMERICAN SAFETY
ARCH
ASPEN SPECIALTY
ATLANTIC CASUALTY
ATLANTIC MUTUAL
BURLINGTON
CENTURY SURETY
CENTURY INS.
EMPLOYER'S MUTUAL CO.
ENDURANCE
ESSEX – BINDING AUTHORITY
EVANSTON
EVEREST
FIRST MERCURY / COVER X
GEMINI INS.
ALL GUARD INS. COMPANIES
(BERKSHIRE HATHAWAY):
NorGUARD, AmGUARD, EastGUARD, WestGUARD

HERMITAGE
HUDSON INSURANCE
KINGSTONE INSURANCE
MAXUM SPECIALTY
MAXUM INDEMNITY
NATIONAL FIRE AND MARINE
NORTHFIELD (*TRAVELERS INS.*)
NORTHLAND (*TRAVELERS INS.*)
NAUTILUS INSURANCE
NOVA CASUALTY
PREFERRED
CONTRACTORS' INSURANCE
CO. (*PCIC*) PENN AMERICA
PRINCETON EXCESS & SURPLUS
RUTGERS
SCOTTSDALE
TOKIO MARINE
TOWER
TUDOR (*part of Western World*)
UNITED SPECIALTY INSURANCE
USLI
UTICA FIRST
WESTERN HERITAGE
WESTERN WORLD

Unit Owner hereby acknowledges that they have reviewed this list and agree to comply with the building's policies with respect to the insurance review for work taking place within the unit.

UNIT NO.: _____

UNIT OWNER(S):

X

By: _____
Name:
Title:

DATE: _____

X

By: _____
Name:
Title:

DATE: _____



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
2/12/2015

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

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


PRODUCER York International Agency, LLC 500 Mamaroneck Avenue Suite 220 Harrison, NY 10528	CONTACT NAME: PHONE (A/C, No, Ext): (914) 376-2200 FAX (A/C, No): (914) 376-2891 E-MAIL: info@yorkintl.com ADDRESS: <hr/> INSURER(S) AFFORDING COVERAGE NAIC #
INSURED <p style="text-align: center;">Name of Delivery Co. Mailing Address</p>	INSURER A : INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

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

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
<input checked="checked" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE \$ 1,000,000	
	CLAIMS-MADE <input checked="checked" type="checkbox"/> OCCUR	<input checked="checked" type="checkbox"/>		123456789	09/01/2014	09/01/2015	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000	
							MED EXP (Any one person) \$ 25,000	
							PERSONAL & ADV INJURY \$ 1,000,000	
							GENERAL AGGREGATE \$ 2,000,000	
							PRODUCTS - COMP/OP AGG \$ 2,000,000	
	GEN'L AGGREGATE LIMIT APPLIES PER POLICY <input checked="checked" type="checkbox"/> JECT LOC							
	OTHER:							
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000	
	<input checked="checked" type="checkbox"/> ANY AUTO				09/01/2014	09/01/2015	BODILY INJURY (Per person) \$	
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				BODILY INJURY (Per accident) \$	
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/>	<input type="checkbox"/>				PROPERTY DAMAGE (Per accident) \$	
	<input checked="checked" type="checkbox"/> UMBRELLA LIAB	<input checked="checked" type="checkbox"/>					EACH OCCURRENCE \$ 5,000,000	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/>		987654321	09/01/2014	09/01/2015	AGGREGATE \$ 5,000,000	
	DED RETENTION \$							
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						<input checked="checked" type="checkbox"/> PER STATUTE OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)			456987123	09/01/2014	09/01/2015	E.L. EACH ACCIDENT \$ 100,000	
	If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/>	N/A				E.L. DISEASE - EA EMPLOYEE \$ 100,000	
							E.L. DISEASE - POLICY LIMIT \$ 500,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
287 East Houston Condominium ; the Board of Managers at 287 East Houston Condominium and Kyrous Realty Group, Inc, are included additional insureds with respects general liability for the work taking place at 287 East Houston Street. This insurance is primary & non-contributory.

CERTIFICATE HOLDER 287 East Houston Condominium c/o Kyrous Realty Group, Inc. 263 West 38 th Street, Suite 15E New York, NY 10018	CANCELLATION SHOULD ANY OF THE ABOVE-DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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ALTERATION AGREEMENT

This Agreement, made as of _____, between The Board of Managers of 287 East Houston Condominium (“Condominium Board”), having an address c/o Kyrous Realty Group, Inc. Suite 15E, New York, NY 10018 (“Managing Agent”) and _____ (“Unit Owner”), having an address at 287 East Houston Street, Unit _____, New York, NY 10002.

WITNESSETH:

WHEREAS, the Unit Owner desires to make alterations in unit _____ (“Unit”) at 287 East Houston Street, New York, NY 10002 (“Building”);

WHEREAS, the By-laws (“By-laws”) of 287 East Houston Condominium (“Condominium”) provide that no alterations shall be made in the Unit without the consent of the Condominium Board; and

WHEREAS, the Unit Owner desires to obtain such consent;

NOW, THEREFORE, the parties agree as follows:

1. **UNIT OWNER’S SUBMISSIONS.** Together with this agreement, Unit Owner is delivering to the Condominium Board:
 - a. Detailed plans, drawings, and specifications for the alterations proposed to be made, which have been prepared by a licensed architect or engineer. Such plans, drawings, and specifications shall also include a room by room written scope of work of the alterations to be made.
 - b. A check in the sum of \$5,000.00, payable to 287 East Houston Street Condominium, for the alteration security deposit, required to be posted by the Unit Owner as noted in Section 13 of this Agreement. The amount of the alteration security deposit may be increased at the discretion of the Condominium Board depending upon scope of work planned by Unit Owner.
 - c. A check in the sum of \$650.00, payable to Kyrous Realty Group, Inc, managing agent for the building (“Managing Agent”), as a processing fee in connection with this Agreement.
 - d. A check in the amount of \$750.00, payable to 287 East Houston Condominium, on account of the fees and expenses of the Engaged Professional retained by the Condominium to review this agreement.

2. **REVIEW OF PLANS, DRAWINGS, AND SPECIFICATIONS.** The plans, drawings, and written specifications submitted by the Unit Owner shall be subject to review and approval by the Condominium and its retained architect and/or engineer (the “Engaged Professionals”). Unit Owner agrees to cause such changes to be made to the Plans as the Condominium or Engaged Professionals shall require. The term “Plans” as used in the Agreement shall refer to the plans, drawings, and written specifications submitted by Unit Owner hereunder. Unit Owner shall not proceed with any proposed Work or modifications to the proposed Work *unless and until* Unit Owner obtains the written approval of the Condominium to the Plans, as same may be modified from time to time (the “Approved Plans”). The term “Work” shall refer to the work called for by

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The Plans or any other work performed by, or on behalf of, the Unit Owner. Following written approval by the Condominium, the Approved Plans shall not be modified without the approval of the Condominium.

The Unit Owner shall be solely responsible for the Approved Plans, for insuring compatibility with the systems and facilities of the building, and for compliance with applicable laws and codes, and under no circumstances shall the Condominium, the Managing Agent, the Engaged Professionals, or other Unit Owners be liable for any events arising from the Work or the Approved Plans. **The Condominium's execution of this Agreement does not constitute consent to the Work called for by the Plans, and the Condominium retains all of its rights under the Condominium Declaration and By-laws to withhold consent.** Only written approval of the Approved Plans as provided for above shall constitute consent of the Condominium to the Work called for by the Approved Plans, and any such consent shall be subject to the terms of this Agreement.

3. **PRE-CONDITIONS TO COMMENCEMENT OF WORK.** The Unit Owner shall not commence the work unless and until
 - a. The Condominium and the Engaged Professionals shall have consented in writing to the Approved Plans submitted by the Unit Owner, and the Unit Owner shall have received a copy of such approval.
 - b. The Unit Owner shall have submitted to the Condominium Board
 - i. A list of all contractors, subcontractors, and suppliers who will perform or provide materials for the work.
 - ii. Complete copies of all agreements entered into with such contractors, subcontractors, and suppliers pertaining to the Work.
 - iii. Copies of all licenses for the contractors and subcontractors performing the Work
 1. Plumber
 2. Electrician
 3. General contractor
 - c. The Unit Owner shall have made all required filings with, and received all required permits, approvals, licenses, and consents from, all governmental agencies having jurisdiction over the Work, including, without limitation, the NYC Buildings Department, the NYC Fire Department, and the Landmarks Preservation Commission (collectively, "Governmental Agencies"), and Unit Owner shall have furnished copies of all such filings, permits, approvals, licenses, and consents to the Condominium and the Engaged Professionals. The decision of the Engaged Professionals as to the need of any such filing, permit approval, license, or consent of the Governmental Agencies shall be conclusive.
 - d. The Unit Owner shall cause each of its contractors and subcontractors to furnish to the Condominium the Certificates of Insurance, as set forth on Exhibit A attached hereto. Unit Owner shall cause insurance policies to be kept in full force and effect until the completion of the Work and final sign-off by the Condominium and the Engaged Professionals.
1. **UNIT OWNER TO GIVE NOTICE PRIOR TO COMMENCEMENT.** Prior to commencing the work, the Unit Owner shall give *at least five (5) days prior written notice* to the Condominium, the Engaged Professionals, the Resident Manager of the Condominium, and the Managing Agent of the date on which the Work will commence.

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All workers entering the building to perform the Work must show appropriate photo identification acceptable to the Resident Manager. If the proper identification is not provided, access will not be granted. All workers shall be required to use only the service entrance for building access and egress and shall use the building's service elevator to transport materials, supplies, tools, equipment, and debris.

At the discretion of the Condominium, the Unit Owner shall notify adjacent apartments that the Work is scheduled to commence, and, if required, shall inspect or cause to be inspected adjacent apartments to determine and document the condition of adjacent apartments prior to the commencement of the work.

2. PERFORMANCE OF THE WORK.

- a. **GENERAL.** The Unit Owner shall perform the Work strictly in accordance with the Approved Plans and shall not perform any Work not included in the Approved Plans. In performing the Work, the Unit Owner shall comply with
 - i. All applicable laws and codes.
 - ii. The requirements of all insurance policies covering the Work, the Unit Owner, or the Condominium.
 - iii. This Agreement.
 - iv. The Condominium Declaration and By-Laws.
 - v. The Rules and Regulations of the Condominium, as the same may be amended from time to time.
 - vi. The requirements of the Condominium; and
 - vii. Any directions given by the Managing Agent, the Engaged Professionals, or the Resident Manager of the Condominium.
- b. **WORK HOURS AND NOISE.** The Unit Owner shall perform the Work diligently and, in a manner, so as not to disturb other residents of the building. The Work shall be performed only on Mondays through Fridays, excluding any holidays, between the hours of 9 am and 4 pm, provided, however, that any noisy work which may disturb other residents shall not be performed before 10 am. The Condominium shall be the sole arbiter should there be any doubt as to noise levels which may be disturbing to other residents in the building.
- c. **LABOR HARMONY.** The Unit Owner shall cause its contractors and subcontractors to employ only such laborers as shall not conflict with any of the trade unions employed by the Condominium.
- d. **REQUIRED COMPLETION DATE.** The Unit Owner shall, upon approval of the Agreement, provided an estimated duration for the completion of the Work. If the Work (other than decorative work, such as painting, wallpaper, and carpets) shall not be completed by the Estimated Completion Date, the Condominium may, in its discretion, fine the sum of \$250.00 per day (excluding weekends and holidays) as liquidated damages on account of late completion, until the Work has been completed. The determination of whether the Work is completed shall be made by the Condominium. The Condominium's determination shall be conclusive.
- e. **EVIDENCE OF COMPLETION.** Upon completion of Work, the Unit Owner shall obtain and deliver to the Condominium Board
 - i. A certificate from the architect or engineer who prepared the Approved Plans certifying that the Work has been completed in accordance with all applicable laws and codes, the Approved Plans, and this Agreement; and

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- ii. All required final governmental signoffs and approvals, including, if the Condominium shall require it, an amended certificate of occupancy and a certificate from the Board of Fire Underwriters. The determination of the Condominium as to the need for an amended certificate of occupancy shall be conclusive.
3. **INSPECTION AND CORRECTION OF THE WORK.** The Condominium, the Managing Agent, the Engaged Professionals, and/or the Resident Manager shall have the right from time to time to inspect or observe the Work, and, for this purpose, the Unit Owner shall provide access to the Unit to the Condominium Board, the Engaged Professionals, the Managing Agent, the Resident Manager, or any other person the Condominium may authorize. The Unit Owner shall promptly make all corrections required by the Condominium in order to conform the Work to the Approved Plans and other requirements of this Agreement. If the Condominium so requires, such corrections shall include the removal and replacement of non-conforming work. The Condominium's failure to inspect shall not be considered a waiver of the Unit Owner's obligations to comply with this Agreement and the Approved Plans.
4. **DAMAGE OR ADVERSE EFFECT CAUSED BY WORK.** Unit Owner shall be responsible for any damage to, or any other adverse effect upon, the Unit or the Building (including common areas, structure, shell, systems, equipment, fixtures, and finishes of the building) caused by, or resulting from, the Work, regardless of when such damage or adverse effect becomes apparent. If any such damage or effect shall occur or arise, the Condominium may.
 - a. Require the Unit Owner, at its sole expense, promptly to repair the damage or remedy the condition giving rise to such adverse effect; and/or
 - b. Repair such damage or remedy such condition at the Unit Owner's sole expense.

Without limiting the generality of the foregoing, the Unit Owner *specifically* acknowledges that this Section 7 shall be applicable to any damage to the carpeting, wall coverings, furniture, and fixtures or other finishes in the common area hallways, lobbies, elevators, and other common areas (including, without limitation, the cost of cleaning, shampooing, painting, or repairing the same, if soiled or otherwise damaged).

If the Condominium or the Managing Agent advises the Unit Owner of any damage which, in the Condominium's or Managing Agent's opinion, was caused by the Work, the Unit Owner shall promptly reimburse the Condominium for the cost of repairing or replacing the damaged property. The Unit Owner may submit a claim to the Unit Owner's insurance carrier and obligate the Unit Owner's contractor or subcontractor to submit a claim to its insurance carrier. The provisions of this paragraph shall not limit or delay the Unit Owner's liability under this section 7.

5. **INDEMNIFICATION BY UNIT OWNER.** The Unit Owner agrees to indemnify and hold harmless the Condominium, the Condominium Board, and its officers and managers, the Sponsor, the Engaged Professionals, the Managing Agent and the other Unit Owners and residents of the Building (the "Indemnified Persons") against any loss, cost, claim damage (including damage to persons or property) or expense arising out of, or related to, the Work or any act or omission of the Unit Owner or any of its contractors, subcontractors, architects, engineers, or consultants, including reasonable attorney fees and disbursements incurred by any of the Indemnified Persons in the defense of any such claim or any suit, action or proceeding based thereon.

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6. **UNIT OWNER TO BEAR ALL COSTS ASSOCIATED WITH WORK.** The Unit Owner shall be responsible for all costs incurred by the Unit Owner or the Condominium in connection with the Work, the Approved Plans, or this Agreement, including the fees and disbursements of any attorney, architect, engineer, or consultant retained by the Condominium in connection with the review, approval, and supervision of the Work, the Approved Plans, or this Agreement. Such costs, fees, and disbursements incurred by the Condominium shall be charged to the Unit Owner as additional common charges. Unit owner's failure to pay the additional common charges shall constitute a default in the payment of common charges as set forth in the Condominium Declaration and By-Laws. Without limiting the generality of the foregoing, the Unit Owner specifically agrees to reimburse the Condominium for all charges and expenses of the Engaged Professionals for the review of the Approved Plans, including plans, drawings, and specifications submitted by the Unit Owner for inspection of the Work or otherwise related to the Work or this Agreement.

7. **ADDITIONAL REQUIREMENTS.**
 - a. **NO CHANGE IN BUILDING HEATING OR AIR CONDITIONING.** The Unit Owner acknowledges and agrees that Unit Owner will not change the operation of the building's heating system or air-conditioning system to facilitate the functioning of any heating or air-conditioning units which the Unit Owner may be installing.
 - b. **PROHIBITED CONSTRUCTION METHODS.** The Unit Owner shall not interfere with the building's intercom, gas, electric, heating, air-conditioning, or plumbing systems, or with any other Building systems or service. The Unit Owner shall not penetrate any exterior Building wall or change or modify the windows installed in the Unit.
 - c. **ACCESSIBILITY OF VALVES.** The Unit Owner shall insure that all water, steam, gas, and other valves remain accessible during the performance of and following completion of the Work. If any valve is enclosed in violation of this Agreement, then the Condominium shall require Unit Owner to promptly remove such enclosure at their expense.
 - d. **USE OF PUBLIC AND COMMON AREAS DURING WORK.** The Unit Owner shall not permit the public hallways, sidewalks, courtyards, basements, and other common or public areas to be used for the storage of building materials, equipment, supplies, or debris. The Unit Owner shall cause its contractor and subcontractors to cover with construction paper the floor of any common area to be used in connection with the Work and shall also cause its contractor and subcontractors to take all precautions necessary to prevent damage to the carpeting, wall covering, furnishing, and other finishes in the building's service entrance(s), public hallways, elevators, and other common areas.
 - e. **UNIT OWNER TO MAINTAIN CERTAIN SAFETY PRECAUTIONS.** The Unit Owner shall maintain functioning fire extinguishers and smoke alarms in the Unit throughout the Work. Unit Owner shall insure that the Work does not block access to any fire exits in the building. Unit Owner shall install smoke detectors within 15 ft. of every sleeping area on the ceiling or wall, pursuant to Local Law 62 of 1981 of the City of New York, and, if a child aged ten or under lives in the Unit, Unit Owner shall install window guards, pursuant to Section 131.15 of the New York City Health Code.
 - f. **UNIT OWNER TO CONTROL REFUSE, DIRT, DUST.** Unit Owner shall take all precautions to prevent dirt and dust from permeating other parts of the building during the progress of the Work and shall place all materials and rubbish in barrels or bags before removing the same from the Unit. All such barrels and bags and all rubbish, rubble, discarded equipment, empty packing cartons, and other materials shall be.

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removed from the Unit and the Building at Unit Owner's expense.

Unit Owner recognizes that only the service elevator and service entrance may be used for such removal and only at such times as the Resident Manager of the Condominium may direct. Unit Owner shall not permit any dumpster or garbage container to be left overnight in front of the building. Notwithstanding the foregoing, the placement of any dumpsters shall comply with all governmental regulations, including, without limitation, obtaining any necessary permits.

- g. **INSTALLATIONS BY UNIT OWNER.** Unit Owner agrees that any air-conditioning units, terrace planting(s), 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 sole cost and expense of the Unit Owner.
8. **UNIT OWNER TO COMPLY WITH LAWS.** The Unit Owner shall not do or permit any act or thing to be done contrary to law or that which will invalidate or be in conflict with any provision of any liability, casualty, or other insurance policies carried by the Unit Owner or for Unit Owner's benefit. The Unit Owner shall comply with all federal, state, and local laws, rules, and regulations, pertaining to the Work, including any such laws, rules, and regulations pertaining to lead-based paint, asbestos, and other hazardous material.
9. **MAINTENANCE AND REPAIR OF THE WORK.** Notwithstanding anything to the contrary contained in the Condominium Declaration and By-Laws, the Unit Owner shall be responsible for the maintenance, repair, and replacement of the Work and any portions of the Unit affected by the Work and for all costs incurred by the Condominium or the Unit Owner in connection therewith. Furthermore, the Unit Owner releases the Condominium, the Sponsor, the Managing Agent, the Condominium Board's agents, and employees from and against any liability for damage to the Unit or any portion of the Unit affected by the work, however arising.
10. **UNIT OWNER'S SECURITY DEPOSIT.** As security for the faithful performance and observance by the Unit Owner of the terms and conditions of the Agreement, the Unit Owner has deposited the sum indicated in Section 1(B) with the Condominium. The Unit Owner agrees that the Condominium may use, apply, or retain the whole, or any part, of the security deposited and the interest earned thereon, if any, to the extent required for the payment of any sums due to the Condominium under this Agreement. If the deposit is diminished by one-half of the original amount, the Unit Owner shall replenish it to the full amount within three (3) days after written demand.
- The Unit Owner's failure to replenish the security deposit shall be a material breach of this Agreement and shall entitle the Condominium to stop the Work and/or exercise any remedies it has hereunder and under the By-Laws. If the Unit Owner shall comply with all of the terms and conditions of this Agreement, the Security Deposit and interest remaining balance thereof, if any, shall be returned to the Unit Owner following completion of the Work. The Condominium's release of the security deposit shall not constitute acceptance of the Work by the Condominium or a waiver of any of the Condominium's right under this Agreement and under the By-Laws. Any sums due to the Condominium under this Agreement and not recovered by application of the security deposit shall be chargeable as additional common charges.
11. **ASSUMPTION BY PURCHASER.** The Unit Owner shall

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- a. Advise the person(s) to whom it transfers the Unit ("Purchaser") of the Work undertaken by the Unit Owner pursuant to this Agreement.
- b. Provide copies of the Approved Plans and this Agreement to the Purchaser.
- c. Cause the Purchaser to execute and deliver to the Condominium an agreement substantially in the form of Exhibit B hereto pursuant to which Purchaser shall assume all of the obligations of the Unit Owner under this Agreement, including the obligations under this Section 14 with respect to any transfer of the Unit by the Purchaser.

The Unit Owner hereby waives any claim against the Condominium on account of

- a. The Condominium advising a potential Purchaser of the provisions of this Agreement, including this Section 14; and/or
- b. Refusing to accept a sales package with respect to its waiver of its right of first refusal unless and until such potential Purchaser shall execute and deliver to the Condominium an agreement in the form of Exhibit B hereto.

12. **MISCELLANEOUS.** This Agreement represents the only Agreement between the Condominium and the Unit Owner relative to the subject matter hereto. This Agreement may not be changed orally. This Agreement shall be binding on legal representatives, successors, and authorized assigns. Captions are for the purpose of convenience of reference only and are not to be considered in interpreting this Agreement. **THE CONDOMINIUM AND UNIT OWNER WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT.**

13. **UNIT OWNER'S BREACH AND CONDOMINIUM BOARD'S REMEDIES.** Any breach by the Unit Owner of any of the Provisions of this Agreement shall constitute a breach of the Condominium Declaration and By-Laws and shall entitle the Condominium to exercise all of the rights and remedies therein provided. In addition, the Condominium shall also have the right to

- a. Suspend the work and prevent workers from entering the Unit for any purpose other than to remove their tools.
- b. Revoke its consent to the work.
- c. To exercise any of the rights and remedies provided herein.

The remedies provided for herein and in the Condominium Declaration and By-Laws shall not be exclusive and the Condominium shall also be entitled to exercise any of the remedies provided by applicable law.

IN WITNESS THEREOF, Unit Owner and the Condominium have executed this Agreement.

THE BOARD OF MANAGERS OF 287 East Houston Condominium

BY: _____

Name:

Title:



Unit Number: _____

Unit Owner: _____

Kyrous Realty Group, Inc.

263 West 38th Street • Suite 15E • New York, NY 10018
Phone: 212.302.1500 • Fax: 212.302.3855 • E-mail: carine@kvrourealtvaroup.com

EXHIBIT A – INSURANCE REQUIREMENTS

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

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, the Contractor(s) shall indemnify and hold harmless the Owner; Owner’s real estate manager; Owner’s officers, directors, and employees; the Architect; Architect’s consultants; and agents and employees of any of them from and against any and all claims, damages, losses, and expenses, including, but not limited to, attorneys’ fees, arising out of or resulting from the performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, but only to the extent caused, in whole or in part, by negligent acts or omissions of the Contractor, Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a part of person described in this Paragraph.

INSURANCE PROCUREMENT

Each of Unit Owner’s contractors and subcontractors shall provide insurance of the types and in not less than the limits set forth below with a company(ies) satisfactory to the Condominium, licensed to do business in the State of New York. It is the obligation of the Unit Owner to obtain and furnish the Certificates of Insurance to the Managing Agent and the Resident Manager prior to the commencement of the Work stating that the insurance coverage is in full force and effect and that the premiums for such insurance have been paid. Such insurance certificates shall state that in the event of cancellation or a material change to the insurance coverage, written notification shall be given to the Managing Agent at least thirty (30) days in advance of any such cancellation or change. The contractor shall promptly furnish the Managing Agent with copies of any endorsements subsequently issued amending insurance coverage or limits.

All such insurance policies shall list the Additional Insured as outlined in the Agreement.

Contractor shall obtain and maintain at all times during the term of this Agreement at sole cost and expense the following:

- a. Workers compensation insurance with statutory limits and employer’s liability coverage of not less than \$500,000.
- b. Commercial general liability insurance with a minimum limit of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate, which insurance shall cover.
 1. Premises and operations liability
 2. Products/completed operations.
 3. Broad form property damage
 4. Broad form contractual liability
 5. Personal injury

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6. Independent contractor's liability
 - c. Automobile liability insurance covering owned, hired, and non-owned vehicles with a minimum liability limit of \$1,000,000.00.
 - d. Umbrella liability insurance with a limit of \$5,000,000.00 per occurrence and a general aggregate of \$5,000,000.00.

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 thereunder to be primary and not concurrent with other valid and collectible umbrella/excess liability policy; cause the coverage afforded to the Owner and Managing Agent thereunder 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.

In the event of the failure of the Unit Owner or its contractor(s) or subcontractor(s) to furnish and maintain such insurance, the Condominium shall have the right, at its option, at any time:

- (1) To revoke permission to perform the Work and to deny entry into the building of all workers, except if such workers are escorted by a member of the building's staff, they shall be permitted to remove their tools and supplies; or
- (2) To take out and maintain the insurance for and in the name of the Condominium, the Contractor, or the Unit Owner, and, in such a case, the Unit Owner agrees to pay the cost thereof and to furnish all information and consents necessary to permit the Condominium to take out and maintain such insurance for and in the name of the Condominium, the Contractor, or the Unit Owner.

Compliance with the foregoing requirements to carry insurance and furnish certificates shall not relieve the Unit Owner from liability assumed under any provision 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 or limitation of any other rights or remedies the Condominium may have for consequential damages or otherwise.

DATED: _____

Unit Owner(s):

Contractor

By: _____



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EXHIBIT B – ASSUMPTION OF ALTERATION AGREEMENT

(TO BE COMPLETED BY PROSPECTIVE UNIT PURCHASER ONLY)

WHEREAS, simultaneously with its execution and delivery of this Assumption of Alteration Agreement, the undersigned is acquiring Unit _____ in the Building known as 287 East Houston Condominium, and located at 287 East Houston Street, New York, NY 10002 from _____, the current Unit Owner (the “Current Unit Owner”), and

WHEREAS, as the Current Unit Owner and the Condominium entered into an Alteration Agreement dated _____ (“Alteration Agreement”), a copy of which is attached hereto.

WHEREAS, this Alteration Agreement provides (a) that any person acquiring the Unit shall assume the obligations of the Unit Owner under the Agreement and (b) authorizes the Condominium not to accept the sales package in connection with its waiver of the right of first refusal unless and until such person assumes the obligations of the Current Unit Owner under the Agreement.

NOW, THEREFORE, in order to induce the Condominium to accept the sales package and waive its right of first refusal, the undersigned hereby assumes and agrees to perform and observe all terms, covenants, and conditions of the Alteration Agreement to be performed or observed by the Unit Owner thereunder (including the provisions of section 14 thereof pertaining to future transfers).

HENCEFORTH, the term “Unit Owner” as used in the Alteration Agreement shall include the Undersigned. Any breach of this Assumption of Alteration Agreement or of the Alteration Agreement shall constitute a breach of the Condominium Declaration and By-Laws of the Condominium. 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, NY.

Dated _____

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: _____

EXHIBIT C – INDEMNITY AND INSURANCE FORM

WHEREAS, The Unit Owner has requested permission from The Condominium Board for The Contractor to enter The Premises to perform The Work in The Apartment,

WITNESSETH, The Building hereby permits The Contractor to enter The Premises to perform The Work for The Unit Owner conditioned upon the following: first, that The Contractor executes a separate Contractor's Indemnity and Insurance Form as required by The Building; and second, that The Unit Owner agrees to indemnify and hold The Building and The Managing Agent harmless against liability arising out of or in connection with the performance of The Work as hereinafter set forth.

INDEMNITY: (1) As and for a first indemnity, it is agreed Unit Owner and Unit Owner's contractors, subcontractors, agents, servants and/or employees shall take all necessary precautions for the safety of The Contractor's workers and the workers of its Subcontractors or any others performing The Work, and shall comply with all applicable provisions of federal, state and municipal laws, rules and regulations, including, but not limited to §§240, 241(6), 202 and 200 of the Labor Law of the State of New York, 12 NYCRR 23 and 21, and the Occupational Safety & Health Act to prevent accidents or injuries to persons as a result of The Work in The Apartment and on or about The Premises and, to the fullest extent permitted by law, Unit Owner agrees to indemnify and hold harmless The Building and The Managing Agent, their respective agents, servants or employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, resulting from the actual or alleged violation of any such statutory duty, law, rule or regulation arising out of the performance of The Work except to the extent caused by the negligence of The Building.

(2) As and for a second, additional and separate indemnity, it is also agreed, to the fullest extent permitted by law, Unit Owner shall indemnify and hold harmless, in whole or in part, The Building and The Managing Agent, their respective agents, servants or employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of The Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than The Work itself), but only to the extent caused by the negligent acts or omissions of The Unit Owner, The Contractor, The Contractor's subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

The foregoing indemnity obligations shall not be construed to negate, abridge, or reduce any other rights or obligations of indemnity to The Building and The Managing Agent that would otherwise exist in the absence of this agreement.

INSURANCE: In order to allocate the risk of loss arising out of the performance of The Work for the Unit Owner at The Premises, The Unit Owner agrees to purchase at its own cost and expense and to maintain in full force and effect at all times during the performance of The Work at The Premises the following minimum insurance for benefit of The Unit Owner, The Building and The Managing Agent:

GENERAL LIABILITY INSURANCE, including contractual liability coverage insuring the indemnity covenants set forth in this TENANT INDEMNITY AND INSURANCE FORM, with combined single limits of liability for bodily injury and property damage of no less than \$1,000,000.00 per occurrence and an aggregate no less than \$2,000,000.00.

EXCESS LIABILITY INSURANCE following the primary form with limits of liability no less than \$4,000,000.00 per occurrence and an aggregate no less than \$4,000,000.00.

The required GENERAL LIABILITY INSURANCE and EXCESS LIABILITY INSURANCE policies shall include The Building and The Managing Agent as additional insureds on a primary, non-contributory basis and shall not exclude contractual liability for injury to employees of The Tenant's contractors and subcontractors.

Prior to commencement of The Work, The Unit Owner shall provide The Building with (1) a current ACORD 25 CERTIFICATE OF LIABILITY INSURANCE in the form attached as EXHIBIT A evidencing that the required insurance policies including contractual liability coverage are in full force and effect, as well as (2) copies of the required policies with the additional insured and primary, non-contributory endorsements for each GENERAL LIABILITY INSURANCE and EXCESS LIABILITY INSURANCE policy.

ACKNOWLEDGED AND AGREED TO:

Contractor
By: _____
Name:
Title:

Unit Owner
By: _____
Name:
Title:

Unit Owner:
By: _____
Name:
Title:

APPROVED:

The Board of Managers:

By: _____
Name:
Title:

INITIAL HERE: _____

SERVICE UPDATE

Follow-up #1: Tenant Protection Plan Notice to Occupants

Beginning June 22, 2020, owners must distribute and post the required Tenant Protection Plan (TPP) Notice to Occupants when the Department of Buildings issues a work permit. The updated notice reflects the changes made by Local Law 106 of 2019.

The required Notice to Occupants must be distributed to each occupied dwelling unit **and**:

- posted in a conspicuous manner in the building's lobby; **and**
- posted on each floor within ten feet of the elevator; **or**
- if the building does not have an elevator, within ten feet of or in the main stairwell on each floor.

The new **TPP Notice to Occupants** is available on the Department's website at https://www1.nyc.gov/assets/buildings/pdf/tpp_occupants_notice.pdf.

NOTE: Failure to post the Department-approved TPP Notice to Occupants may result in the imposition of penalties.

Please be reminded that pursuant to **Local Law 154 of 2017**, owners are required to notify the Department in writing at least 72 hours before starting work that requires a TPP. The Department's **online form** must be used to make the notification.

POST UNTIL: September 30, 2020