

## **GUIDELINES FOR MINOR ALTERATIONS**

1. Discuss your plans for Apartment Decorating/Cosmetic Work with the Managing Agent for guidance. No Apartment Decorating/Cosmetic Work may proceed until the attached Apartment Decorating Agreement has been approved by the Corporation. Only minor repairs or replacement of appliances are exempted from this requirement.
2. Review the Apartment Decorating Agreement Application with your prospective contractor/vendor before signing a contract with them. The contractor/vendor must be aware of and agree to the conditions of the Apartment Decorating Agreement Application including insurance coverage, indemnification and other requirements of the Corporation.
3. After you have signed the Apartment Decorating Agreement Application and provided it to the Managing Agent with certificates of insurance and an indemnification letter from your contractor/vendor, a Representative of the Corporation will execute the Agreement. You may then sign your contractor/vendor's contract, obtain a start date from the Managing Agent and schedule your contractor/vendor to begin your work. The start date scheduled by the Managing Agent shall depend on the number of ongoing apartment alterations and decorations.

## **APARTMENT DECORATING AGREEMENT APPLICATION**

**10 Park Avenue Tenants Corp.  
10 Park Avenue  
New York, New York 10016**

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*Name*

*Apt. #*

## ***Home Phone***

## **Work Phone**

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**Fax Number**

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***E-Mail Address***

Requested Commencement Date for Work: \_\_\_\_\_

## Detailed room-by-room description of proposed decorative work:

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**(Attach additional pages if necessary)**

This Apartment Decorating Agreement is a preliminary request. NO WORK MAY COMMENCE UNLESS AND UNTIL THIS AGREEMENT IS EXECUTED BY THE CORPORATION AND YOU. A Certificate of Insurance from the Contractor naming the Corporation and its Managing Agent as additional insureds must be on file.

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***Shareholder's Signature***

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*Date*

## **Apartment Decorating Agreement**

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

**TO: 10 Park Avenue Tenants Corp  
c/o AKAM Associates, Inc. 260 Madison Avenue, 12<sup>th</sup> Floor, New York,  
NY 10016**

**Re: Apartment No. \_\_\_\_\_**

Gentlemen:

I hereby request permission to redecorate my apartment as described in the attached document (hereafter collectively referred to as the "work") in the above apartment.

If such permission be granted:

**1. I agree, before any work is begun:**

- (a) To provide you with a complete and conformed copy of every agreement made with contractors and suppliers**
- (b) To procure from my contractor, or contractors:**
  - (i) Comprehensive personal liability and property damage insurance policies, each in the amount of \$1,000,000.00, which policies name 10 Park Avenue Tenants Corp ("Corporation"), AKAM Associates, Inc. (the "Managing Agent"), the Board of Directors, as well as myself, as parties insured. Such policies shall provide that they may not be terminated until at least ten days after written notice to you; and**
  - (ii) Workmen's compensation and employees liability insurance policies, covering all employees of the contractor, contractors or subcontractors.**

**All such policies, or certificates evidencing this insurance, shall be delivered to you.**

- (c) To procure from my contractor or contractors a written agreement in the form of Exhibit A.**
- (d) To procure from my contractor or contractors evidence satisfactory to you that all contractors and subcontractors are duly licensed to perform the work.**
- (e) To deliver to the Corporation a check in the amount of \$1,500.00, or such other amount as the Board of Directors shall determine in its sole discretion, as security for my obligations hereunder. The Corporation shall be the sole**

arbiter in the determination of charges to be deducted from this deposit.

**2.** It is understood that:

**(a)** I assume all risks of damage to the building and its mechanical systems, and to persons and property in the building which may result from or be attributable to the work being performed hereunder and all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all work, whether or not structural, weathertightness of windows, exterior walls or roofs, waterproofing of every part of the building directly or indirectly affected by the work, and maintenance of all heating, plumbing, air-conditioning and other equipment installed or altered pursuant hereto. If the operation of the building, or any of its equipment, is adversely affected by the work, I shall, when so advised, promptly remove the cause of the problem.

**(b)** I recognize that there will be no change in the operations of the building's heating system to facilitate the functioning of any heating units I may be installing.

**(c)** The alterations and materials used shall be of the quality and style in keeping with the general character of the building.

**(d)** I undertake to indemnify you, the Corporation, the Managing Agent and tenants or occupants of the building for damages suffered to person or property as a result of the work performed hereunder, whether or not caused by negligence, and to reimburse the Corporation for any expenses (including, without limitation, attorneys' fees and disbursements) incurred as a result of such work.

**3.** No work shall be done, except between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday. No work shall be done on Saturdays and Sundays and holidays. Any work which can produce unusual noises, which might be disturbing to building occupants, shall not be done before 10:00 A.M., Monday through Friday.

**4.** All precautions will be taken to prevent dirt and dust from permeating other parts of the building during the progress of the alteration. Materials and rubbish will be placed in barrels or bags, before being taken out of the apartment. All such barrels or bags, rubbish, rubble, discarded equipment, empty packing cartons and other materials will be taken out of the building and removed from the premises at my expense. I recognize that only the service elevator may be used for such removal and only at such times as the Superintendent of the building may direct. If the convenience of other tenants requires that the service elevators be operated on an "overtime" basis, I shall reimburse you for any wages or related expenses incurred in connection therewith.

**5.** I recognize that by granting consent to the work, you do not profess to express any opinion as to the design, feasibility or efficiency of the work.

**6.** My failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the Proprietary Lease, pursuant to which your consent has been granted, and, in addition to all other rights, you may also suspend all work and

prevent workmen from entering my apartment for any purpose other than to remove their tools or equipment.

7. This agreement may not be changed orally. This agreement shall be binding on you, me, and our personal representatives and authorized assigns.
8. I shall cause my contractors and/or workers to use safe work practices during the work and take precautions to prevent the spread of dust and debris which may contain lead.

Such practices shall include (1) limiting access to the work area to only workers, (2) covering the work area with six mil polyethylene plastic or equivalent, (3) protecting the workers, (4) protecting my 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. My contractors and/or workers may not use unsafe paint removal practices, 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).

No more than sixty (60) days prior to beginning renovation activities in the Apartment, the contractor shall provide the Shareholder 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 Shareholder, the contractor shall provide the occupant with the Pamphlet. The contractor shall be responsible for obtaining the Shareholder's or the occupant's written acknowledgment of receipt of the Pamphlet or a certificate of mailing evidencing same. The Shareholder hereby acknowledges that the Corporation has no liability or obligation in connection with this notification requirement of the EPA.

I shall cause my contractors and/or workers to perform specialized cleaning of the work area using methods designed to safely remove dust and debris which may contain lead.

I shall receive assurances acceptable to the Corporation from my contractors and/or workers that they have knowledge of lead-based paint hazards and they will perform the work and clean-up the work in a manner which will avoid creating lead-based paint hazards.

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

Very truly yours,

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Shareholder

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Shareholder

**PERMISSION GRANTED:**  
10 Park Avenue Tenants Corp

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

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

**EXHIBIT A**

Date:

10 Park Avenue Tenants Corp  
c/o AKAM Associates, Inc.  
260 Madison Avenue  
12<sup>th</sup> Floor  
New York, New York 10016

Re: Apartment: \_\_\_\_\_ (the "Apartment")  
10 Park Avenue  
New York, New York 10016 Shareholder: \_\_\_\_\_  
(the "Shareholder")

Dear Sir/Madam:

This letter will confirm that the undersigned has (i) reviewed and fully understood the terms and provisions of an Apartment Decorating Agreement dated \_\_\_\_\_, 20\_\_\_\_ (the "Agreement") between 10 Park Avenue Tenants Corp (the "Corporation") and the Shareholder and (ii) agrees to abide by the terms of the Agreement and the rules and regulations of the Corporation from time to time in effect.

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

Sincerely,

[Name of Contractor]

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

**10 PARK AVENUE TENANTS CORP  
ALTERATION RIDER**

I \_\_\_\_\_, AGREE THAT MY SECURITY DEPOSIT, WHICH WILL BE HELD IN THE BUILDING'S ESCROW ACCOUNT, WILL NOT BE RETURNED UNTIL THE BUILDING HAS AN ACTIVE SET OF KEYS TO MY APARTMENT. THE SECURITY DEPOSIT WILL ALSO BE WITHHELD IN THE EVENT THAT THE BUILDING SUSTAINS ANY DAMAGE IN RELATION TO MY ALTERATION.

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SHAREHOLDER

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APARTMENT #