

UNIT ALTERATION/RENOVATION APPLICATION

Re: Unit _____

Owners: _____ Tel. # _____
(If more than one, list all names on additional pages if necessary)

Date: _____, 20____

The undersigned Owners of the Unit, in accordance with the terms of the buildings Offering Plan, does hereby request the consent of the Board ("Board") of the building ("Unit") to make the following described additions or alterations to the Unit ("Work"):

[Provide a general description of the Work to be performed and enclose copies of the plans and specifications, along with a copy of your signed contract. All plans shall be drawn by a licensed Architect or Professional Engineer and shall contain the raised seal of the draftsman.]

A deposit in the amount of **\$1,000.00 made payable to the building** is required to secure the building against possible damages to the common areas and to ensure compliance with regard to construction and renovation procedures and a **\$250.00 application processing fee made payable to Benchmark Management**. Deposit amounts may be increased by the Board upon review of the plans and specifications of the project and from time to time during the course of the Work. If the Board determines that a construction agreement with the building is required, it will be prepared by the buildings attorney at the expense of the Owner. All required deposits must be received prior to the commencement of any of the Work.

In connection with the foregoing, and as a condition to the Board's requested consent, the undersigned agrees to abide by and to comply with each of the following conditions, rules and representations:

1. Provide any additional information or plans about the proposed Work that may be requested by the Board or Managing Agent during the application process or at any time during the course of the Work.
2. Provide in advance of commencing of any Work, proof of comprehensive public liability, property damage and Workers Compensation insurance covering the proposed job in amounts satisfactory to the Board and Managing Agent, which may be changed from time to time during the course of the Work.
3. All contractors, plumbers and electricians who will Work on the job must be duly and currently licensed by the appropriate licensing authority and shall provide to the Managing Agent a copy of their licenses and a certificates of

liability and Workers Compensation insurance listing (**The Buildings Name**) and Benchmark LM Management Services LLC as additional insured's.

4. Access to all building valves, i.e. plumbing, gas or otherwise, is permitted only under the direct supervision of the building Superintendent or Managing Agent. Access to all building valves are by appointment only, and after appropriate notices have been posted apprising other occupants.
5. All debris created by the Work and any discarded appliances, equipment, rugs, furnishings, etc. must be removed from building and property daily. Workman and suppliers shall not park their vehicles on Building property. The Unit Owner shall provide sanitary facilities for all workers on the job.
6. The undersigned assumes all risk of damage to the building, any part thereof, any system in or servicing the building, the grounds and the premises; and the undersigned assumes and agrees to pay any and all costs incurred to repair or replace any damage caused by the proposed Work or by the Unit Owner's workmen.
7. No liens of any type (mechanic's lien or other) may be filed against any property other than the Owner's Unit. If any lien is filed against the building common elements relating to Work done in a Unit, the Unit Owner shall cause the lien to be discharged of the record within Ten (10) days of such filing. If such lien is not timely discharged of record, the Building shall have the right, but not the obligation, to satisfy the lien and to bill the Unit Owner for all costs and expenses relating thereto, including attorney's fees, all of which shall be deemed to be additional common charges due and owing by the Unit Owner.
8. No Work that is not first approved in writing by the Board shall be undertaken. Any Work done that is beyond the scope of the Board's approval and consent is subject to removal or correction at the sole expense of the Unit Owner upon written notification by the Board to the Unit Owner. If any Work is done beyond the scope of the Board's approval and consent, the Unit Owner may be fined in such amounts as the Board deems appropriate and the Unit Owner shall be responsible for payment of all costs, expenses and the attorney's fees incurred by the Cooperative, all of which shall be deemed additional common charges due and owing by the Unit Owner.
9. Work shall **ONLY** be done between the hours of 9:00 A.M. and 5:00 P.M., Monday through Friday, but excluding holidays. All Work shall be done in such manner as will minimize any unusual noise which might disturb other Unit Owners. Further, workmen shall **NOT** use any public area (Hallways, Stairways, Elevators, Basement, Lobby or any other common areas) for cutting or working on materials to be used in proposed Work, or for storage of materials. Any use of the elevator by workmen or for moving materials, supplies, tools and the like shall first be approved by the building Superintendent or Managing Agent, and Padding or other protection of the elevator shall be applied prior to any such use.
10. The Unit Owner also agrees that the proposed Work will be fully performed and shall be performed and completed in full compliance with any and all applicable provisions of the Offering Plan, the Cooperative's rules and regulations, and any applicable governmental codes, rules, laws, ordinances and regulations. The Unit Owner shall provide the Board with the certificate of completion/compliance/occupancy from the **Town** and any other municipal authority having jurisdiction thereof, upon completion of the Work. No deposit hereunder shall be released until all such certificates are properly filed and delivered to the Managing Agent (Benchmark LM Management Services LLC).

Building Name and Address

11. Failure to comply with any of the provisions herein or of the Board's consent shall be deemed a material breach of the provisions of the Offering Plan, and in addition to all available remedies, the Board may require the Unit Owner to suspend all further Work and may exclude any other workmen from the building for any purpose other than the removal of tools or equipment; and the Board may levy fines in such amounts as it deems appropriate against the Unit Owner and which shall be due and owing as additional common charges and shall be collected as such.

12. This application and the Board's consent, if given, may not be changed orally, but only in writing.

Unit Owner _____ Suite # _____

Unit Owner _____ Suite# _____

Title: _____

Title: _____

Daytime and Evening Telephone Numbers of the Unit Owner(s):

Names, Address and Telephone Numbers of all Contractors, Plumbers and /or Electricians:

The Foregoing Unit Alteration/Renovation Application is:

_____ Approved

_____ Not Approved

Comments or Special Conditions:

Dated: _____, 20

Benchmark Management-Property Manager

By: _____

Title: _____