

**Alteration & Remodeling Request for Approval  
Winthrop House Association, Inc.**

Date	
Shareholder Name	
Apartment #	

Re:

Board of Directors:

I hereby request permission to install the equipment and make alterations described in the annexed document (herein collectively referred to as the "Scope of Work") in the above apartment.

If such permission is granted:

- (1) I agree before any Work is begun:
  - (a) To provide the managing agent on behalf of Winthrop House Association, Inc. with a complete and conformed copy of every agreement made with contractors and suppliers.
  - (b) If required by law or Governmental regulations, to file plans with and procure the approval of all Governmental Agencies having jurisdiction over the Work, and not more than ten days after receipt of such approval, to deliver to the managing agent on behalf of Winthrop House Association, Inc. a copy of every permit or certificate issued. If there are any doubts as to the need for such approval, the managing agent on behalf of Winthrop House Association, Inc. shall be the sole arbiter in resolving the doubt.
  - (c) To procure from my subcontractor, or contractors:
    - (i) Comprehensive personal liability and property damage insurance policies, each in the amount of \$1,000,000.00 which policies name the Winthrop House Association, Inc. and Stillman Property Management as the managing agent, 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 the managing agent on behalf of Winthrop House Association, Inc.; 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 their issuance, shall be delivered to the managing agent on behalf of Winthrop House Association, Inc.

- (2) If the managing agent on behalf of Winthrop House Association, Inc. are required or shall deem it wise to seek legal, engineering or architectural advise prior to granting

permissions, I agree to reimburse the managing agent on behalf of Winthrop House Association, Inc. on demand, for reasonable fees incurred, and If permission be granted then, in any event, prior to commencement of any Work.

(3) It is understood that:

- (a) I assume all risks of damage to the building and it's mechanical systems, and to persons and property in the building which may result from or be attributable to the Work 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, 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, I shall, when advised, promptly remove the cause of the problem.
  - (b) I recognize that there will be no change in the operation of the building's systems to facilitate the functioning of any systems 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 The managing agent on behalf of Winthrop House Association, Inc., the managing agent and tenants or occupants of the building for any damages suffered to person or property as a result of the Work performed hereunder, whether or not caused by negligence, and to reimburse The managing agent on behalf of Winthrop House Association, Inc. and the managing agent for any expenses (including without limitation, attorney's fees and disbursements)
    - (i) Seek to exercise my right to terminate my Proprietary lease pursuant to paragraph XX.X thereof, I will on the managing agent on behalf of Winthrop House Association, Inc. demand, but at my expense, restore the premises and equipment to their condition prior hereto, agreeing the compliance with this agreement shall be a condition precedent to the cancellation of my proprietary lease, or
    - (ii) Seek to transfer the corporate shares allocated to the apartment and the Proprietary Lease appurtenant thereto, I will, If requested by the managing agent on behalf of Winthrop House Association, Inc., either restore the premises and equipment to their condition prior hereto or provide The managing agent on behalf of Winthrop House Association, Inc. with an agreement by my transferee to assume my obligations hereunder, including my continuing obligations and understanding expressed in subparagraphs (a) through (d) of this paragraph 3.
- (4) All permitted Work shall be completed within 1 day after Governmental approval thereto has been granted or, If no such approval is required by law or regulation, then from the date hereof.
- (5) No Work shall be done, except between the hours of 9:00 AM - 4:00 PM, Saturdays, Sundays and Holidays excluded. And any Work which can produce unusual noises, which might be disturbing to building occupants, shall not be done before 8:00 AM.

- (6) 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 and 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 the elevator may only be used for such removal at such times as the superintendent of the building may direct. If the convenience other tenants requires that the elevator or service driveway and loading, and offloading areas be available on an overtime basis, I shall reimburse Winthrop House Association, Inc. for any wages or related expenses incurred in connection herewith.
- (7) I will bear the entire cost of alterations and installations and the payment of any bills in connection therewith, will be governed by the billing policies of my regular monthly maintenance fees. If any mechanics liens are filed for Work claimed to have been done or materials alleged to have been supplied, I shall cause such liens to be discharged within ten (1) days after such filing. If I fail to do so, the managing agent on behalf of Winthrop House Association, Inc. may exercise any or all of the managing agent on behalf of Winthrop House Association, Inc. rights and remedies under the Proprietary Lease or this agreement.
- (8) At the completion of the Work I will deliver to the managing agent on behalf of Winthrop House Association, Inc. an amended certificate of occupancy and a certificate of the board of Fire Underwriters, If either are required, and such other proof of as may be necessary to indicate all Work has been in accordance with all applicable laws and Government regulations.
- (9) I recognize that by granting consent to the Work, the managing agent on behalf of Winthrop House Association, Inc. do not profess to express any opinion as to the design, feasibility or efficiency of the Work.
- (10) 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 consent has been granted, and in addition to all other rights the managing agent on behalf of Winthrop House Association, Inc. may also suspend all Work and prevent Workmen from entering my apartment for any purpose other than to remove their tools or equipment.

(11) This agreement may not be changed orally. This agreement shall be binding on The managing agent on behalf of Winthrop House Association, Inc. and me, and our personal representatives and authorized assigns.

(12) I agree to make a refundable deposit of **\$1,000.00** which will be retained by Winthrop House Association, Inc. Corp. until the specified renovations have been completed.

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

Respectfully

\_\_\_\_\_  
Shareholder

Permission Granted

\_\_\_\_\_  
Winthrop House Association, Inc., President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Stillman Management Realty Corp.  
(Managing Agent)

\_\_\_\_\_  
Date

## CONTRACTOR COMPLIANCE AGREEMENT WITH OWNER'S SAFETY STANDARDS

AGREEMENT, made and entered this \_\_\_\_\_, by and between Winthrop House Association, Inc., hereinafter referred to as "Owner", a New York corporation having its principal place of business at 377 North Broadway Yonkers, NY and by \_\_\_\_\_, hereinafter referred to as "Contractor" a New York corporation having its principal place of business at \_\_\_\_\_.

### WITNESSETH:

WHEREAS, owner and contractor have entered into a contract see attached quotes \_\_\_\_\_,

Whereby contractor agrees to See attached quotes \_\_\_\_\_,  
on Owners property at \_\_\_\_\_,

WHEREAS, owner is willing to allow contractor to perform its services as required by said contract only if contractor complies with owner's safety standards as hereinafter set forth.

NOW, THEREFORE, in consideration of the mutual promises and agreements between the parties, owner and contractor agree as follows:

- (1) It is the responsibility of contractor to carefully coordinate and be thoroughly familiar with all the details of owner's property as they affect contractor's work.
- (2) It is the specific responsibility of contractor to provide for the safety of contractor's personnel and the public AT ALL TIMES. If owner, owner's superintendent, owner's managing agent, owner's architect, owner's general contractor or owner's managing agent, as the case may be, witness the contractor performing work in an unsafe manner, contractor must stop the work in question immediately and take the necessary corrective actions before it proceeds. If the contractor continues in an unsafe manner, it will be ordered in writing by owner, or owner's agent, to stop all work at which point owner shall have the right to hold contractor in breach of the contract.
- (3) OSHA safety and hazardous materials regulations will be enforced.
- (4) The contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the performance of the above referenced contract. If requested, the contractor shall submit a safety program to owner, or owner's agent, for review and coordination with the safety programs of other contractors.
- (5) The contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to;
  - (i) employees of owner, owner's agents or of other contractors who are on the work site and who may be affected thereby;

- (ii) materials and equipment to be incorporated in the work site, whether in storage on or off the site, under care, custody or control of the contractor;
  - (iii) other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of the contract; and
  - (iv) construction or operations by the owner or other contractors.
- (6) The contractor shall give notices of and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
- (7) The contractor shall erect and maintain, as required by existing conditions and performance of the contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities,
- (8) When storage of explosives or other hazardous materials or equipment or unusual methods are necessary for the execution of the work under the contract, the contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- (9) The contractor shall properly remedy damage and loss (other than damage or loss insured under property insurance required by the contract documents) to property referred to in paragraph Sii, 5iii, Siv, caused in whole or in part by the contractor or anyone directly or indirectly employed by contractor, or by anyone for whose acts they may be liable and for which the contractor is responsible under paragraph Sii, 5iii, 5iv, except damage or loss attributable to acts or omissions of the owner, or anyone directly or indirectly employed by owner, or by anyone for whose acts owner may be liable, and not attributable to default or negligence of the contractor. The foregoing obligations of the contractor are in addition to the contractor's obligations under the terms of the contract.
- (10) The contractor shall designate a responsible member of the contractor's organization at the site whose duties shall be the prevention of accidents.
- (11) In an emergency affecting safety or persons or property, the contractor shall act, at the contractor's discretion, to prevent threatened damage, injury or loss.
- (12) In addition to contractor's liability insurance requirements as set forth in the contract, the contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the state of New York, such insurance as will protect the contractor from claims set forth below which may arise out of or result from the contractor's operations under the contract and for which the contractor may be legally liable, whether such operations be by the contractor or by anyone directly or indirectly employed by contractor or by anyone whose acts the contractor may be liable;
- (i) claims under woman's compensation, disability benefit or other similar employee benefit acts which are applicable to the work to be performed;
  - (ii) claims for damages because of bodily injury, occupational sickness or disease, or death of the contractor's employees; and

- (iii) claims for damages because of bodily injury, sickness or disease or death of any person other than the contractor's employees.
- (13) To the fullest extent permitted by law, the contractor shall indemnify and hold harmless the owner, the owner's shareholders, individuals comprising the owner's Board of Directors, owner's managing agent, owner's architect and agents and employees of any one of them from and against claims, damages, losses and expenses, including but not limited to attorney's fees arising out of or resulting from performance of contractor's work under the contract, provided that such claim, damage loss or expense is attributable to bodily injury 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 contractor's failure to comply with the terms of this agreement, or by anyone directly or indirectly employed by the contractor or by anyone for whose acts the contractor . may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.
- (14) If reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a continuation of work on the site by the contractor, the contractor shall, upon recognizing the condition, immediately stop work in the affected area and report the condition to the owner or owner's agent. The work in the affected area shall not thereafter be resumed except by written agreement of the owner and contractor that the condition has been rendered safe.
- (15) All notices, requests, demands or other communications which are required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given upon the mailing thereof, if sent by certified mail, postage prepaid, addressed as follows:

As to Winthrop House Association, Inc.: c/o Stillman Management  
141 Halstead Avenue  
Mamaroneck, New York 10543

As to Contractor:

Or as such other address as any party may hereinafter designate by notice to the other.

- (16) Failure to insist upon strict compliance with any of the terms, covenants or conditions hereof shall not be deemed a waiver of such terms, covenant or condition, nor shall any waiver or relinquishment of any right or power hereunder at any one time or times be deemed a waiver or relinquishment of right or power at any other time or times.
- (17) The invalidity or enforceability of any provision hereof shall in no way affect the validity or enforceability of any other provision.
- (18) This agreement cannot be changed, modified or discharged orally but only if consented and agreed to in writing by the owner and the contractor.
- (19) This agreement shall be binding upon and inure to the benefit of the respective parties hereto, their successors, assigns, heirs, executors, administrators and legal representatives.

(20) This agreement shall be governed by the laws of State of New York.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

Winthrop House Association, Inc.,

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

Contractor

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