

**RENOVATION & ALTERATION AGREEMENT**

To be submitted to the Managing Agent at least two weeks prior to anticipated start of work.  
New Bedford Management Corp., 210 East 23 St., 4<sup>th</sup> Floor, New York, NY 10010  
Tel: 212-674-6123 Fax: 212-532-0248

**Apartment Number:** \_\_\_\_\_

**Owner name:**

I request permission to undertake alteration and/or renovation to my apartment. On receipt of such permission, I agree to abide by the provisions described herein.

**1. Plan of work**

A plan of work is attached. I have supplied architectural and/or engineering plans for any work beyond “kind for kind” replacements.

If required by law or Governmental regulation, I will 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, provide copies of every permit or certificate issued to the Managing Agent. If there be any doubt as to the need for such approval, the Managing Agent shall be the sole arbiter in resolving the doubt.

At the completion of the work, I will deliver to you an amended Certificate of Occupancy and a certificate of the Board of Fire Underwriters, if either is required, and such other proof as may be necessary to indicate all work has been done in accordance with all applicable laws, ordinances and Government regulations.

**2. Scheduling of work**

My proposed start date for this work is:

The expected duration of the work is:

I understand that scheduling of concurrent renovations or alterations is subject to approval by the managing agent, to prevent undue stress on building resources. I will agree to a reasonable compromise if multiple projects are anticipated during this time.

All permitted work shall be completed expeditiously and all work must be completed within the period stated in the work plan. Failure to complete work within the proposed period may require action by the Condominium Association.

**3. Contractor licensing and insurance**

I agree to use a licensed and insured contractor.

I will provide evidence of the following insurance coverage by my contractor(s):

- a. Comprehensive personal liability and property damage insurance policies, each in the minimum amount of \$1,000,000.00, which policies name the Corporation/Condominium Association and Managing Agent, as well as the

- b. Workmen's compensation and employees' liability covering all employees of the contractor

#### **4. Respect of residents and building policies**

All work associated with this project will respect building policies and the rights of other residents with regard to undue noise and disturbance, and other aspects of quality of life in the building. Specifically:

##### **a. Hours of work and observance of holidays**

- Work will be undertaken only Monday to Friday, 9:00 to 5:00 pm.
- No work causing noise, dust, odors, and/or frequent use of the elevator will take place on major civic and religious holidays (New Year's Day, President's Day, Easter, Passover, Rosh Hashanah, Yom Kippur, Memorial Day, Independence Day, Labor Day, Columbus Day, Thanksgiving and Christmas.)

##### **b. Notice of elevator use and utility turnoffs**

- The building Superintendent will be given sufficient notice that any plumbing, gas, or electricity "turnoffs" can be posted for all residents 24 hours in advance.
- The Superintendent and/or Management may require coordination of concurrent projects such that "turnoffs" do not occur on successive days
- The Superintendent will receive 24 hour notice of any deliveries or rubbish removal requiring sustained use and / or protection of the elevator.

##### **c. Building protection and cleanup**

All work associated with this project will include:

- Daily coverage of all floors used (from street to elevator, in elevator, from elevator to apartment)
- Daily broom and/or vacuum cleanup of floors and common areas.
- Comprehensive precautions to prevent dust, dirt, and odors from permeating other parts of the building during the progress of work, including maximum ventilation of odors, closure of common air vents during dusty work, and dampening of dust and sweepings.
- Proper removal of rubbish: 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 at the owner's expense.

#### **5. Fees / Deposits**

I will pay the following:

- Refundable **security deposit**: \$1000 (*made out to the building*)
- Application review and **processing fee**: \$300 (*made out to New Bedford Management Corp.; up to 3 submittal*)

##### **Additional fees** (if required):

- Additional review and processing fee in case of 3rd party engineering review: \$350 (*up to 3 submittal*)
- Engineering review fee (if required): proposal will be provided - *requires plans*
- New submittal, after initial 3 (corrections): \$250 per occurrence

**6. Risk of damages**

I understand 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, 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 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. I undertake to indemnify you, the Corporation/Condominium Association, the Managing Agent and residents of 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/Condominium Association for any expenses (including, without limitation, reasonable attorneys' fees and disbursements) incurred as a result of such work.

**7. Compliance**

This agreement may not be changed orally. This agreement shall be binding on the Cooperative Corporation/Condominium Association, the shareholder/owner, the contractor(s) and our personal representatives and authorized assigns.

In case of failure to comply with any of the provisions of this agreement, I understand that the Board reserves the right to take any needed steps to suspend work and refuse building access to workmen (other than to remove their tools or equipment).

**Agreed by Owner:**

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**