

WALL A/C UNITS

200 EAST 16TH STREET HOUSING CORPORATION

The Lovett Company, LLC
REAL ESTATE MANAGEMENT

THROUGH-THE-WALL AIR CONDITIONING INSTALLATION APPLICATION

Please be advised that building policy requires that no alterations or structural changes be made in your apartment prior to receiving Board approval. In order to receive approval, kindly submit the following to our office in an original set and seven (2) copies:

1. Two (2) original signed Through The Wall A/C Installation Agreements (enclosed).
2. Any plans or specifications you may have for the proposed work. Please include the following;
 - a.) Name, address, phone number and name of contact for the vendor who will perform the installation.
 - b.) The time frame for the work, indicating the commencement date, and the expected date of completion.
3. A Certificate of Insurance from each contractor naming **200 East 16th Street Housing Corp.** and **The Lovett Company, LLC** as "Additional Insured."
4. A check in the amount of \$2,500.00 (refundable) payable to 200 East 16th Street Housing Corp. This amount will be refunded after all alterations have been completed and deemed to be in compliance with the requirements.
5. A processing fee in the amount of \$250.00 must be submitted with the application. Please make check payable to The Lovett Company, LLC.

Please note that the cost of an engineer to review the plans and/or specifications will be billed back to you and is due immediately upon notification.

Should you have any questions, please do not hesitate to contact the undersigned.

Sincerely,

Ellen Kornfeld, Vice-President

The Lovett Company, LLC.

GUIDELINES

The following policy must be adhered to in order to obtain Board approval for the installation of through-the-wall air conditioning:

- The through-wall air conditioner(s) must be placed in a position determined by the co-op's structural engineer and may not be installed at any other location. It will be the responsibility of the engineer to make sure that the through the wall A/C unit(s) are properly lined up in an orderly manner so that their appearance is uniform on the outside.
- The shareholder(s,) at their own expense, must retain a licensed contractor, approved by the co-op's structural engineer to do this work. There are two companies that we recommend: Stanley Ruth Company at 718-993-4000 or Hamilton Air at 212-682-2710. *(Please note that the Co-op is not responsible for any personal problems you encounter with either vendor. The co-op assumes no liability for your vendor selection.)*
- The vendor must place danger signs on the sidewalk below the work area to advise and detour people.
- A small (48"- 60") scaffold must be placed through the window above the site to stop any brick or debris from falling.
- During the installation of the through-wall A/C, periodic inspections must be performed by the co-op's structural engineer to ensure that the contractor is complying with the drawings and specifications.
- The shareholder, at their own expense, must retain a licensed electrician to determine the existing electrical supply is sufficient to power the air conditioner(s). Actual number of A/C units to be installed will be based on these findings.
- The co-op's structural engineer must sign off on the installation of through-the-wall air conditioner(s) when the work is completed.
- The shareholder(s) assumes full responsibility for the maintenance, repair, and replacement of the unit(s) and acknowledges and agrees to pay the co-op for the repair of any damages to the façade caused by the lack of maintenance of said A/C unit(s).
- Any damage caused by leaks from the through-wall air conditioner(s) into apartments below will be the responsibility of the shareholder to pay for the repair.
- A Certificate of Insurance naming 200 East 16th Street Housing Corp. and The Lovett Co., LLC as additional insured must be provided.
- If the apartment is sold, the buyer must be advised that they assume any and all liability for the installation of through-wall air conditioner(s) in the apartment.
- No through-wall air conditioner(s) may be installed without the prior written consent of the Board of Directors.

ADDITIONALLY INSURED

Please have your contractor name **200 East 16th Street Housing Corp.** and **The Lovett Co., LLC** as additionally insured on their Certificate of Insurance. The Certificate must be submitted along with your alteration package.

GENERAL ALTERATION GUIDELINES

In order to ensure that the alteration work performed in your apartment/unit goes smoothly, we must request that you adhere to the following guidelines:

- The common hallway must be covered with construction paper and masonite board in order to protect the hallway floor(s);
- All dust emanating from the work into the common areas must be cleaned at the end of each day by your contractor and/or employees thereof;
- All debris and garbage emanated from the work be taken off the premises by the contractor and/or employees thereof;
- Under no circumstance is any debris or rubbish to be left at the premises for removal by any of the building staff or its personnel;
- The contractor and/or employees thereof must transport material to and from your apartment/unit in the service (west) elevator only;
- All contractors must wear an ID badge indicating the apartments in which they are working;
- Contractors cannot lock the west elevator on one floor except while loading or unloading the elevator;
- The elevator must be covered with protective padding which is to be supplied by the building Superintendent;
- A list of the names of the employees on your job must be furnished to the building Superintendent and to the Concierge. All workers on your job are to log in and out at the beginning and at the end of each working day;
- All alterations will be inspected by the building Superintendent from time to time and access must be provided to the Superintendent for this purpose;
- Notify the neighbors on your floor, above you and below you in writing, that you will be performing alterations so that they can anticipate and prepare for noise. Please also be sure to indicate the amount of time the alterations are expected to take until completion.

APPLICATION

To: 200 East 16th Street Housing Corp.
c/o The Lovett Company
450 Seventh Avenue
New York, NY 10123

Re: Apartment No. _____
200 East 16th Street
New York, NY 10003

Dear Board Members,

Pursuant to my proprietary lease, I hereby request permission to install the fixtures and appliances and make the alterations described in the plans and list of fixtures and applications annexed hereto (hereinafter collectively referred to as the Work) in the above apartment.

If such permission is granted:

1. I agree, before any Work is begun:
 - a.) To furnish to you (the Corporation) a letter from a licensed engineer or architect, which letter shall certify that the electrical loads required as a result of the Work, if any, (i) will not be in excess of the present electrical capacity of my apartment, and (ii) will not adversely affect the building's electrical service.
 - b.) To procure from my contractor and submit for your approval my contractor's written agreement to provide waivers of the right to file any mechanic's liens, attachments or encumbrances against your property which may arise out of or in connection with the Work upon completion and payment for the Work. Proof that the contractor has obtained similar agreements from all subcontractors shall also be submitted for approval.
 - c.) To provide you with a complete and conformed copy of every agreement or order made by me or my representative with the contractors, subcontractors, designers, architects, and suppliers relating to the Work.
 - d.) 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 you a copy of every permit or certificate issued. If there be any doubt as to the need for such approval, you shall be the sole arbiter in resolving the doubt.
 - e.) That the Work will be performed by licensed contractors and subcontractors only. I shall furnish to you in writing the names, addresses, telephone numbers and license numbers of all contractors and subcontractors involved in the Work.
 - f.) To procure from my contractor, or subcontractors:
 - (i) Comprehensive personal liability and property damage insurance policies, each in the minimum amount of \$1,000,000, which policies shall name you, the Board of Directors

individually and collectively, any architect or engineer engaged by you, as well as myself, as parties insured. Such policies shall provide that they may not be terminated without 30-days prior written notice to you at the address given above;

(ii) Worker's compensation and employee liability insurance policies, covering all employees of the contractor and subcontractors in amounts as required by statute; and

(iii) Certificate of Insurance evidencing the above requirements shall be delivered to you prior to the commencement of the Work. Further, all such policies shall cover all employees of the contractor or subcontractor.

2. If you are required or shall deem it necessary in your sole discretion to seek legal, engineering or architectural advice or service prior to, during, or subsequent to granting permission for the Work, I agree to make payment directly or to reimburse you for fees incurred by you on demand. I acknowledge that you have advised me that I shall be responsible for the direct payment of the fees of (x) any architect or engineer engaged by you to review the plans and specifications for the Work, to observe the Work as it is performed, and to inspect the Work in order to insure that the Work conforms to the plans and specifications and is otherwise in conformity with this agreement, and (y) the fees of any other professional you, in your sole discretion, deem necessary. All such fees are due and payable on demand and shall be deemed additional rent obligations under my proprietary lease.
3. I understand and agree 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 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 wall or roof, 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 operations or conditions of the building, or any of its equipment or any other apartments, are adversely affected by the Work, I shall, when so advised, promptly remove the cause of the problem and restore it or them to original state existing prior to inception of work at my sole cost and expense.
 - b.) There will be no temporary or permanent change in the building's heating or air conditioning systems, or plumbing to facilitate or accommodate the Work.
 - c.) The alterations and materials used shall be of the quality in keeping with the original building quality and shall conform to any standard building requirements for alteration and any corporate resolutions and guidelines now or hereinafter in effect.
4. The work shall be completed within 120 days (or 4 months) after Governmental approval has been granted or, if no such approval is required by law or regulation, then from the date of this Agreement. Except for unavoidable delays beyond my control, which do not include delays in performance by my contractor, if the Work shall not have been completed within the time period specified in the preceding sentence, you shall be entitled to the sum of \$100.00 per day for each additional day until the Work is completed as liquidated damages, and not as a penalty to compensate you and your shareholders for the costs and inconvenience of the continuation of the Work beyond the period specified herein. Any sums so imposed shall be deemed additional rent obligations under the Proprietary Lease.

5. The Work shall be done exclusively between the hours of **9:00 am and 4:00 pm**, Saturdays, Sundays and holidays excluded, and any work which will or may produce unusual noises or which might be disturbing to the building occupants, shall not be done before 10:00 am. The term holiday shall be defined by you in your sole discretion.
6. I agree to give written notice to you and all shareholders and residents with units abutting the unit in which the Work is to be performed laterally on either side, as well as those units one floor above and below, no later than ten (10) days prior to the commencement of said Work.
7. All precautions will be taken to prevent dirt and dust from permeating other parts of the building during the progress of the Work and to insure that other portions of the Building, its equipment and systems and the property of all shareholders or residents are not damaged. The full cost of any necessary cleanup or repairs shall be my responsibility. I understand and agree that all openings of any sort, including, but not limited to doors, windows and exhaust grills must be thoroughly sealed to prevent dust and dirt from permeating the public hallways or other apartments. During the progress of the Work I will take all precautions necessary to prevent damage to the carpeting and wallpaper in the building's hallways and to other common areas. I agree that all portions of the public areas from the entrance to the Building to the service elevator and from the service elevator to my apartment must be at all times adequately protected from the movement of materials and equipment or the removal of materials, equipment or debris. I agree that should any damage be caused to such areas or should such areas be required to be cleaned, I shall do so promptly, at my sole cost and expense. 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. In the event you are obligated to pay building staff overtime as a result of the Work, we shall reimburse you the cost so incurred. Such costs, shall be deemed additional rent under the terms of the proprietary lease.
8. I will bear the entire cost of the Work and pay all bills incurred in connection therewith not later than thirty days after completion of the Work. If any mechanic's liens are filed for work claimed to have been done or materials alleged to have been supplied, I shall cause such lien to be discarded with thirty days after such filing. If I fail to do so, you may exercise any or all of your rights and remedies under the proprietary lease or this agreement.
9. At the completion of the Work, I will deliver to you an amended Certificate of Occupancy, a certificate of the Board of Fire Underwriters, and such other approvals or proof as may be necessary or required by law to indicate that the Work has been done in accordance with all applicable laws, ordinances and Government regulations.
10. I recognize that by granting consent to the Work, you do not profess to express any opinion or make any representations as to the design, feasibility or sufficiency of the Work or whether I will be able to obtain the required permits and certificates.
11. My failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of my proprietary lease, pursuant to which your consent has been granted, and, in addition to all other rights, you may suspend the Work, prevent workers from entering my apartment other than to remove their tools or equipment, and revoke your permission for me to undertake or to continue the Work.

12. You may designate an architect or engineer to review plans and specifications for the Work and to observe the Work as it is performed, to insure that the Work conforms to plans and specifications and is otherwise in conformity with the requirements of this agreement. I agree to provide access to such architect or engineer as well as to you and your agents (including, without limitation, the building's superintendent) to observe the Work from time to time and undertake to make, at my expense, all corrections specified by you as a result thereof. I will provide you with at least three working days' written notice of the following events to insure that such architect or engineer may inspect the Work if desired by you:
 - a.) Inspections, testing or approvals required by any public authority have jurisdiction over any portions of the Work.
 - b.) The enclosure or obstruction of any concealed or inaccessible portions of the Work.
13. If any portion of the Work should be covered and hidden from view contrary to the bequest of any architect or engineer engaged by you pursuant to the terms hereof or to requirements specifically expressed in the agreement, it must, if required in writing by any architect or engineer engaged by you, be uncovered at my expense for its observation and thereafter replaced at my expense.
14. I shall promptly correct all work rejected by you as defective or as failing to conform to this agreement whether or not fabricated, installed or completed. I shall bear the costs of correcting such rejected work, including compensation for the additional service of any architect or engineer engaged by you pursuant to the terms hereof made necessary thereby.
15. I agree to place with the apartment corporation an escrow deposit of \$2,500.00 to be held for the purpose of defraying any damages suffered by you during the progress of the Work. Upon certification by the resident manager and the managing agent and approval by the Board that there is no damage, the escrow deposit will be returned to me in full. If there is damage, the escrow deposit shall be applied against the cost of any repairs. If the repairs exceed the amount of the escrow deposit, I agree to pay any balance remaining as additional rent under the proprietary lease. Additionally, you may hold this sum as security for my delivery of any amended Certificate of Occupancy, governmental sign offs, testing certificates and other approvals and proof that the Work has been completed as required by law and this agreement, and as security against my payment on demand of any fees incurred by you pursuant to paragraph 2 or the liquidated damages set forth in paragraph 4 above. In the event the escrow is depleted as a result of the provisions of paragraph 4, I agree to replenish the escrow on demand. In the event I fail to obtain any such approvals, proofs or an Amended Certificate of Occupancy, you may apply the escrow deposit against the cost of obtaining such approvals, etc. If the cost to obtain such approvals, etc. exceeds the sum held in escrow, then I agree to pay such costs as additional rent under the terms of the proprietary lease.
16. All fixtures and appliances proposed to be installed in the apartment must be labeled on plans and specifications therefor submitted herewith.
17. I acknowledge that you grant me permission to install only those appliances and perform only those alterations described in the Work set forth in the plans and list of fixtures and appliances annexed hereto, and that you do not permit the installation of any other appliances or alterations. I further acknowledge, agree and understand that you do not permit (a) the installation of a spa, inset speakers, sauna, whirlpool, jacuzzi, hot tub, steam room, electric stove, or kiln or similar oven not for kitchen purposes, (b) the enlargement of existing bathrooms or the installation of additional bathing facilities or plumbing fixtures, or (c) any alterations which would entail cutting into the floor or ceiling slab of the apartment for electrical or plumbing work or for any other

purpose, without your express separate consent, and I expressly agree not to cause or permit any such installation or alterations. I further expressly agree not to cause or permit the installation of any other appliances or fixture whatsoever unless the same shall have been labeled on the plans and specifications submitted to you herewith and approved by you in writing.

18. I acknowledge that I have been advised that no workers will be permitted in the building without the express, prior authorization of the Corporation.
19. Any claim or controversy arising out of or relating to this agreement, or any breach or alleged breach hereof, shall be resolved by arbitration, in the City of New York, by one arbitrator in accordance with the rules of the American Arbitration Association, and judgment upon the arbitrator's award may be entered in any court having jurisdiction thereof. I acknowledge that I have been advised that in the event the arbitrator award is against me and in favor of the Corporation, I shall be responsible for all legal fees incurred by the Corporation in the defense or prosecution of such claim.
20. I undertake to indemnify you, your Board of Directors individually and collectively, your shareholders, employees residents of the Building, engineers, architects, and attorneys retained by you against any and all loss, damage, claim, cost, expense or liability to persons or property suffered as a result of the Work performed hereunder, including, without limitation any loss, cost, damage, claim, cost, expense or liability to persons or property suffered as a result of the Work performed hereunder, including, without limitation, any result of any claim by any shareholder, tenant, occupant, or any governmental agency or department having jurisdiction over the Work, arising at any time from or in connection with the Work, whether or not caused by negligence, and to reimburse you and/or your managing agent for any expenses (including, without limitation, attorneys fees and disbursements) incurred as a result of such Work.
21. I acknowledge that the Board of Directors retains the right to impose any requirements on the Work to be performed hereunder as it may deem proper and necessary to protect the health, safety and welfare of the Corporation and its shareholders, including but not limited to performance bonds, capital increases in real estate taxes, insurance premiums, or utilities caused by the Work.
22. This agreement may not be changed orally. This agreement shall be binding on you, me, and our personal representatives and authorized assigns. This agreement is entered into and governed by the laws of the State of New York.
23. The terms I, me and my shall be read as we, us and our if more than one (1) shareholder shall execute this agreement, in which case the obligations hereunder shall be deemed joint and several
24. Wherever herein the term contractor is used, it shall also mean any subcontractor and vice versa.

Annexed hereto are the Work documents and a rider of _____ pages which is made a part of the agreement.

Yours very truly,

Shareholder: _____ Date: _____

Shareholder: _____ Date: _____

Application Approval

Signature: _____ Date: _____

Print name and title: _____

Any deviation from the work approved in the alteration agreement shall void in its entirety the permission granted herein.