



ALTERATION APPLICATION/AGREEMENT

Date: _____ 20__

Board of Directors
 32 Gramercy Park Owners Corp.
 32 Gramercy Park South
 New York, New York 10003

**Re Apt #(s) _____ (the "Apartment")
 32 Gramercy Park South (the "Building")
 New York, New York 10003**

To The Corporation:

Pursuant to paragraph 23 of the Proprietary Lease between the 32 Gramercy Park Owners Corp. (the "Corporation") and the undersigned shareholder(s) (the "Lease"), the undersigned (herein referred to as the "Shareholder") hereby requests permission to make the alterations described in the accompanying plans and specifications (herein collectively referred to as the "Work") in the Apartment, which Work shall be completed within days after governmental approval thereto has been granted or, if no such approval is required by law or regulation, then from the date hereof (the "Completion Date"), and agrees to the following terms and conditions:

1 Shareholder's Submissions. Shareholder herewith delivers to the Charles H Greenthal:

- a. Detailed plans, specifications and drawings of the Work, including a room-by-room list of all alterations to be undertaken, and if required by the Corporation, detailed plans and specifications (the "Plans") prepared by a licensed architect or engineer (enumerated on Exhibit "A" hereto), which shall not be modified by the Shareholder after they are approved by the Corporation's architect or engineer without the Corporation's architect's or engineer's subsequent approval.
- b. A check with respect to the security required in connection with this Agreement is payable to "32 Gramercy Park Owners Corp." in accordance with the following fee schedule along with an executed W9:

Security Deposit

Contract Amount

Up to \$5,000	\$1,000
\$5,001 — 10,000	\$1,500
\$10,001 — 20,000	\$2,000
\$20,001 - 30,000	\$2,500
\$30,001 - 40,000	\$3,000
Over \$40,000	7.5% of estimated cost by building architect

- c. A non-refundable check in the sum of **\$600.00** payable to **Charles H. Greenthal Management Corp.**, managing agent for the building (the "**Managing Agent**"), as a processing fee in connection with this request and the Work, if applicable.
- d. A non-refundable check in the sum of 2% of the cost of the alteration, payable to **32 Gramercy Park Owners, Corp.**

2 Corporation's Review of Work as Proposed. Shareholder acknowledges that the Corporation may designate an architect or engineer, who shall, at Shareholder's expense, (a) review plans



and specifications for the Work and (b) from time to time observe the Work to ensure that the Work conforms to the approved Plans and is otherwise In conformity with the requirements of this Agreement.

Shareholder shall provide access to the Apartment, from time to time, to permit the Corporation's architect, engineer, the Managing Agent, the superintendent of the Building, or any other person the Corporation may authorize, to observe and inspect the Work. Shareholder agrees to make all corrections specified by the Corporation as a result of such Inspections, provided such corrections are necessary to bring the Work into conformity with the plans and specifications previously approved by the Corporation.

If periodic inspections of the Work are required by the Corporation, the Work shall not proceed without the inspection unless the Corporation's representative fails to inspect the Work within five (5) days after receiving notice of Shareholder's request. The Corporation's failure to inspect shall not be considered a waiver of the Shareholder's obligation to comply with this Agreement and the approved Plans. Prior to the commencement of the Work, the Corporation shall notify the Shareholder as to when inspections will be required.

The Corporation's architect or engineer shall make reasonable efforts to observe the Work within seventy-two (72) hours after receiving Shareholder's request for an observation visit,

3. Pre-Conditions to Commencement of Work by Shareholder. Shareholder agrees, before the Work is begun:

- a. **Submission of Contracts.** Upon the request of the Corporation or its architect or engineer, to provide the Corporation with complete and conformed copies of every agreement made with contractors, subcontractors and suppliers.
- b. **Secure and Submit Proof of Needed Governmental Approvals.** If required by laws, rules, orders or governmental regulations, to file plans, forms or applications (including without limitation any asbestos-related forms filed in support of any applications) with, and procure the 'approval, permits, licenses, consents of all governmental agencies having jurisdiction over the Work including, but not limited to, the New York City Buildings Department, the Board of Fire Underwriters and the Landmarks Preservation Commission, if required, and, not more than ten (10) business days after receipt of such approval, to deliver to the Corporation a copy of every permit or certificate Issued. The determination of the Corporation's architect or engineer as to the need for any such approval shall be conclusive.
- c. **Obtain Amended Certificate of Occupancy, If Necessary.** If, under applicable law, the Work requires an amended Certificate of Occupancy for the Building, Shareholder shall (I) indicate on the plans and specifications submitted to the Corporation that an amended Certificate of Occupancy will be sought and (ii) file an application describing the Work with the New York City Buildings Department within thirty (30) days of the Corporation's written approval of such plans and specifications. A copy of any such application shall be simultaneously submitted to the Corporation. If required' under applicable law, Shareholder will file an application for an amended Certificate of Occupancy within thirty (30) days after completion of the Work, Shareholder shall diligently pursue obtaining any such amended Certificate of Occupancy and shall keep the Corporation informed of the status thereof on a regular basis, The determination of the Corporation's architect or engineer as to the need for an amended Certificate of Occupancy shall be conclusive,
- d. **Obtain Required Insurance.** To procure from Shareholder's contractor or contractors the insurance policies described on Exhibit "B" attached hereto, which policies shall



name the Corporation, the Corporation's officers, directors, shareholders, architect or engineer, the Managing Agent, 32 Gramercy Park Owners Corp. and Shareholder, as parties Insured. Such policies shall provide that they may not be terminated until at least ten (10) days after written notice to the Corporation. All such policies or certificates evidencing the issuance of the same shall be a) with companies that are reasonably acceptable to the Corporation, and b) delivered to the Corporation before the Work commences.

- e. **Payment of Corporation's Architect/Engineer.** As provided in Paragraph 7 below, Shareholder shall pay any applicable fees to the Corporation for Its architect/engineer services.

4. a. **Shareholder to Give Notice of Actual Commencement of Work.** Prior to commencing the Work, Shareholder shall give at least five (5) days' written' notice to the engineer, designated by the Corporation, and to the superintendent of the Building, to the Managing Agent and to all apartments immediately adjacent, of the date the work shall commence and the estimated duration of the work as stated In the first paragraph of this agreement.

b. **Certain Precautions to Be Taken By Shareholder.** Shareholder will take or cause their contractors to take all precautions necessary to prevent damage to the elevators, light fixtures, carpeting and wallpaper In the Building's hallways, elevators (Including the doors and appurtenances) and to other common areas during the progress of the Work.

5. **Indemnification by Shareholder.** Shareholder hereby Indemnifies and holds harmless the Corporation, 32 Gramercy Park Owners Corp., the Corporation's officers and directors, the Corporation's architect or engineer, the Managing Agent, and other shareholders and residents of the Building against any damages suffered to persons or property as a result of the Work, whether or not caused by negligence, and for any and all liabilities arising there from or incurred in connection therewith. Shareholder shall reimburse the Corporation, 32 Gramercy Park Owners Corp. , the Corporation's officers and directors, the Corporation's architect or engineer, Managing Agent, and other shareholders and residents of the Building for any losses, costs, fines, fees and expenses (Including, without limitation, reasonable attorneys' fees and disbursements) incurred as a result of the Work.

6. **Work Done at Shareholder's Expense.** Shareholder accepts sole responsibility for the Work and for all costs In connection with the Work.

7. **Shareholder to Pay for Corporation's Professional Fees.** If the Corporation obtains legal, engineering or architectural advice either prior or subsequent to granting permission for the Work, Shareholder agrees to reimburse the Corporation, on demand, for any reasonable fees incurred, and if permission for the Work be granted, then, In any event, prior to commencement of the Work. Shareholder understands and agrees that all costs of labor, equipment and materials incurred by the Corporation, shall be charged to Shareholder. Any such charges shall be billed monthly.

8. **Shareholder's Contractor to Cooperate with Building Labor.** All of Shareholder's contractors and subcontractors shall employ only such laborers as shall not conflict with any of the local regional trade unions employed In the Building or otherwise cause disharmony with any Building service union. Shareholder and its Contractors shall comply with the terms of Exhibit "C" attached hereto.

9. a. **Shareholder's Responsibility for Consequences of Work.** Shareholder assumes all risks of damage to the Building and its mechanical or electrical systems, and to persons and property in the Building, which may result from or be attributable to the Work being performed hereunder. Shareholder assumes all responsibility for the maintenance and repair of any alterations and Installations in the Apartment after completion, If it is ascertained that the management company or building staff require access to any riser covered by an

installation, shareholder, at his or her own expense, shall remove such Installation in order to provide such access. This responsibility covers all aspects of the Work, whether or not structural, including without limitation, 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, Shareholder shall, when so advised, promptly remove the cause of the problem and repair any damage.

b. **Work Done at Shareholder's Risk.** Any damage to the Apartment or other areas of the Building, including, but not limited to the common structure, infrastructure, equipment, elevators, doors and finishes of the Building, caused by or resulting from the Work, shall be covered by the Insurance coverage required of Shareholder, or Shareholder's contractor(s) or subcontractor(s), as the case may be. However, the existence of such insurance shall not relieve Shareholder of liability thereof. If the Managing Agent advises Shareholder of any damage, which in the Managing Agent's opinion, was caused by the Work, Shareholder shall promptly submit such claim to their insurance carrier and to their contractor(s) or subcontractor(s) for submission to their insurance carrier, as appropriate. Shareholder agrees to use all reasonable efforts, and to cause the contractor(s) and subcontractor(s) likewise to use all reasonable efforts, to cause any insurance carrier Insuring Shareholder or Shareholder's contractors or subcontractors to expeditiously review and pay any damage claims for which they are responsible.

10. a. **Shareholder's Work Not to Change Building Temperature Control System.** Shareholder recognizes that there will be no change in the operation of the Building's heating system (or air-conditioning system) to facilitate the functioning of any heating or air-conditioning units Shareholder may be installing.

b. **Prohibited Construction Methods.** Shareholder will not interfere or permit interference with the Building's intercom system, gas, electric or any other service,

c. **New Valves to Remain Accessible.** Shareholder agrees that all water, steam, and gas valves will be reasonably accessible to the Corporation's staff and agents.

d. **Exterior Walls to Remain Intact.** Shareholder agrees that exterior masonry walls shall not be penetrated,

11. **Deadline for Shareholder's Work and Consequences of Failing to Meet It.**

a. Shareholder shall use its best efforts to ensure that the proposed Work is completed expeditiously, but In any event, all Work (except solely decorative projects such as installation of carpeting, painting and wallpapering) shall be completed by the Completion Date as stated in the first paragraph of this agreement.

b. Upon Shareholder's written request (which request shall be submitted to the Corporation at least ten (10) calendar days prior to the Completion Date), the Completion Date shall be subject to not more than two extensions of thirty (30) calendar days upon the Corporation's written approval, which approval shall not be unreasonably withheld or delayed. Shareholder shall, before any continuation period begins, provide the Corporation with the written reaffirmation of Shareholder and Shareholder's contractors of their continued agreement with all terms and conditions of this Agreement.

c. If consent to an extension is not granted, but the Work nonetheless continues, the Corporation shall be entitled to apply from the security funds provided pursuant to



Paragraph 1(b) of this Agreement, sum of **\$100.00** per day for each calendar day the work remains incomplete. These amounts are acknowledged to be liquidated damages, and not a penalty, to compensate the Corporation and the Corporation's shareholders for the costs and inconvenience of the continuation of the work, it being understood that the damages caused by the continuation of the work would be difficult to determine.

- d. If the funds provided pursuant to paragraph 1(b) are fully applied, Shareholder agrees to pay all amounts due under this paragraph to the Corporation in weekly installments, and Shareholder agrees that any consent granted by the Corporation under this paragraph 11 may be revoked by the Corporation immediately if Shareholder fails to comply with the payment requirements of this paragraph or any other requirements of this Agreement.
- e. All time limitations set forth in this paragraph 11 shall be extended for delays caused by (a) failure of the Managing Agent and the Building staff to inspect the Work within the time periods set forth in this Agreement or resulting from the Corporation's failure to provide services necessary for the completion of the Work, such as elevator service, and (b) delays caused by or attributable to acts of God, or strikes not attributable to Shareholder or Shareholder's contractors, or other agents, but In no event shall such permitted extensions exceed thirty (30) days.

12. Work Hours and Noise. The Work shall not be performed, except between the hours of 9:00 a.m. and 4:30 p.m. Monday through Friday. The Work shall not be performed on Saturdays, Sundays and Holidays. Any work which can produce unusual noises, or which might be unusually disturbing to Building occupants, shall not be done before 10:00 a.m. The Corporation shall be the sole arbiter should there be any doubt as to noise levels which may be disturbing.

13. Shareholder's Security Deposit. As security for the faithful performance and observation by Shareholder of the terms and conditions of this Agreement, Shareholder has deposited the sum indicated in paragraph 1(b) with the Corporation. In the event that Shareholder or persons engaged by Shareholder to perform the Work cause loss, cost or expense to the Corporation, including without limitation any loss, cost or expense arising from or relating to:

- a. the fees of the Corporation's architect or engineer to review the plans and specifications or to review from time to time the progress of the Work;
- b. the fees of the Corporation's attorneys engaged in the event of Shareholder's breach or alleged breach of the provisions of this Agreement, or otherwise in connection with the Work;
- c. damage to the carpeting or wallpaper in the Building's hallways or to any common element (including without limitation, the cost of cleaning, shampooing, painting, repairing or replacing the same If soiled or otherwise damaged);
- d. delays In completion of the Work, as more specifically referred to in paragraph 11 of this Agreement; or
- e. any other expenses incurred by the Corporation in connection with any complaints or breach of this Agreement.

Shareholder agrees that the Corporation may use, apply or retain the whole or any part of the security so deposited and the interest earned thereon, if any, to the extent required for the payment thereof. If the deposit is diminished by one-half of the original amount, Shareholder shall replenish it to the full amount within (3) days after written demand. Shareholder's failure to so replenish the security deposit shall be a



material breach of this Agreement and shall entitle the Corporation to stop all work hereunder, and/or exercise any remedies it has hereunder.

If Shareholder shall comply with all of the terms and conditions of this Agreement, the security deposit or remaining balance thereof, without interest, if any, shall be returned to Shareholder.

14. **Use of Public and Common Areas during Work.** Shareholder will not allow the sidewalks, courtyards, hallways and other public areas to be used for the storage of building materials or debris and agrees that the floor of the back halls to be used in connection with the work will be covered with masonite boards at least 3/16" thick during the Work. If the Work mars or damages the back hall, stairs, or elevators, the Corporation may repair them at Shareholder's expense upon the completion of the Work if Shareholder shall fall to promptly do so and Shareholder shall promptly pay all reasonable bills for such repairs.

15. **Shareholder to Maintain Certain Safety Precautions.**

- a. Shareholder agrees that functioning fire extinguishers and smoke alarms will be maintained In the Apartment during the Work.
- b. Shareholder understands and agrees that shareholder shall be responsible for Installing window guards as required by law if a child or children ten (10) years old or under resides in the Apartment pursuant to Section 131.15 of the New York City Health Code.
- c. Shareholder shall have smoke detectors installed within 15 feet of every sleeping area on the ceiling or wall pursuant to Local law 6 of 1981 of the City of New York.

16. **Fire Exits to Remain Accessible.** Shareholder agrees that the Work shall not block access to any fire exits in the Building.

17. **Shareholder to Control Refuse, Dirt, Dust, etc.** All precautions will be taken by Shareholder to prevent dirt and dust from permeating other parts of the Building during the progress of the Work. 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 Apartment at Shareholder's expense. Shareholder recognizes that only the service elevator may be used for such removal and only at such times as the superintendent of the Building may direct. Shareholder shall not permit any dumpster or garbage container to be left overnight In front of the Building and shall not permit any dumpster or garbage container to be left for more than five (5) consecutive days at the sides of the Building. Notwithstanding the foregoing, the placement of any dumpsters must comply with all governmental regulations, including without limitation, obtaining any necessary permits.

18. **Shareholder to Reopen Enclosed Areas.** If any portion of the Work should be enclosed contrary to the provisions of this Agreement, if requested in writing by the architect or engineer, such portion shall be uncovered at Shareholder's expense for observation. Such enclosure shall be opened and replaced at Shareholder's expense.

19. **Shareholder to Deliver Certificates.** Promptly after the completion of the Work, Shareholder shall deliver to the Corporation: (a) an amended Certificate of Occupancy and a certificate of the Board of Fire Underwriters, if either be required, (b) such other proof as the Corporation may reasonably require to establish that the Work has been done In accordance with all applicable laws, ordinances and government regulations, and (c) a statement from the architect or engineer who signed Shareholder's original plans that the Work has been executed in conformance with those plans. As long as the Shareholder complies with this Agreement and there is no cost or other obligation to the Corporation, the Corporation shall execute any appropriate forms required by the government entity having jurisdiction over the Building.



20. **Shareholder to Comply with Laws, etc.** Shareholder shall not do or permit any act or thing to be done contrary to law, or which will invalidate or be in conflict with any provision of, or cause additional coverage or an increase in limits of any liability, multi-peril casualty or other insurance policies carried by Shareholder or for Shareholder's benefit.

21. **Shareholder to Correct Work Rejected by the Corporation.** Shareholder shall promptly correct all parts of the Work (whether or not such work is fabricated, installed or completed) rejected by the Corporation because of its failure to conform to the plans and specifications previously approved by the Corporation or with the requirements of this Agreement or the laws, rules, orders or regulations of any governmental authority having jurisdiction over the Building or which violates any policy of insurance maintained by the Corporation. Shareholder shall bear all costs of correcting such rejected parts of the Work, including the compensation for additional services of any architect or engineer made necessary thereby.

22. **Responsibility of Shareholder and Shareholder's Successor in Interest.**

- a. Shareholder agrees that the responsibility for maintaining and repairing the Work remains with Shareholder and Shareholder's successor-in-interest in residence in Shareholder's apartment, Including, but not limited to, the cost of removing or reinstalling all or any part of the Work.
- b. If the Work Involves changes to the plumbing lines servicing the Apartment, Shareholder agrees that Shareholder and shareholder's successor-in-interest shall be fully responsible for the future repair and maintenance of the plumbing lines servicing Shareholder's apartment and any equipment installed as part of the Work, including without limitation, any and all costs relating to leakage and/or seepage in Shareholder's apartment and/or adjacent apartments. In the event that there is a complaint concerning noise, vibration or exhaust heat from any equipment installed by Shareholder, Shareholder shall, after notice, make immediate repairs or adjustments to eliminate the cause of the complaint and if this is not possible, to, remove any such equipment promptly upon order of the Corporation.
- c. Shareholder or Shareholder's successor-in-interest (i) shall advise each subsequent purchaser of the Corporation's shares appurtenant to the Apartment (a "Purchaser") of the Work undertaken by the Shareholder and the Purchaser's obligations under this Agreement; (ii) shall provide copies of the Plans and this Agreement to each Purchaser; and (iii) waive any claim or cause of action against the Corporation, the Board of Directors and officers, 32 Gramercy Park Owners Corp. or the Managing Agent of the Building, for advising a potential Purchaser of the obligations of the owner of the Apartment under this Agreement.

23. **Liability of Shareholder and Shareholder's Successor-in-Interest.** Shareholder further agrees that Shareholder and Shareholder's successor in-Interest in residence in the Apartment shall bear any and all costs for any plumbing leaks or other conditions which cause damage to adjacent apartments or other apartments In the Building, if such leakage or damage results from alterations made or equipment installed as part of the Work.

24. **Hazardous Material.** Shareholder shall comply with all federal, state and local laws, rules and regulations pertaining to asbestos and other hazardous material, as the same have been or may be promulgated, supplemented or amended from time to time prior to and during the Work. In addition, Shareholder agrees to indemnify the Corporation for any and all loss, costs, expenses (Including without limitation reasonable attorney's fees and disbursements), damages, liabilities or fines: (i) arising from failure by Shareholder or any consultant or contractor retained by Shareholder to fully conform to all of the



foregoing, or (ii) incurred by the Corporation in the defense of any suit, action, claim or violation in connection with the Work.

25. Lead Paint.

- a. Shareholder shall cause the Shareholder's 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.
- b. The Federal Task Force on Lead-Based Paint Hazard Reduction has recommended certain maintenance practices, including (1) limiting access to the work area to only workers, (2) covering the work area with polyethylene plastic or equivalent, (3) protecting the workers, (4) protecting the Shareholder's 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. The Task Force has indicated that certain removal practices are unsafe, 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).
- c. Shareholder shall cause Shareholder's contractors and/or workers to perform their work consistently with the recommendations of the Task Force (as the same may be amended from time to time) and shall upon completion of the work perform specialized cleaning of the work area using methods designed to safely remove dust and debris which may contain lead. A licensed contractor is required to perform a Lead Inspection at the Unit Owner's expense prior to the commencement of any work. Furthermore If the presence of Lead is confirmed, a Lead Abatement procedure shall be performed by a licensed agency according to The Federal Task Force on Lead-Based Paint Hazard Reduction and Environmental Protection Agency (EPA) at the Unit Owner's expense, A copy of the test results as well as any Lead Abatement Report will be required prior to the commencement of a y work. If such requirements are not met by the Unit Owner, no work is to be approved or be allowed commencement.
- d. Shareholder shall receive assurances acceptable to the Corporation from Shareholder's contractors and/or workers that they have knowledge of lead-based paint hazards and that they will perform the work and clean up the work in a manner which will avoid creating lead-based paint hazards.

26. Work is of Shareholder's Sole Design. Shareholder recognizes that by granting consent to the Work, the Corporation does not express any opinion as to the design, feasibility or efficiency of the Work.

27. Miscellaneous. This Agreement may not be changed orally but only by a writing signed by both parties. This Agreement shall be binding on each party's legal representatives, successors and authorized assigns. Captions are for the purposes of convenience of reference only and are not to be considered in interpreting this Agreement.

28. Shareholder's Breach and Corporation's Remedies. SHAREHOLDER'S FAILURE TO COMPLY WITH ANY OF THE PROVISIONS HEREOF SHALL BE DEEMED A BREACH OF THE PROVISIONS OF THE PROPRIETARY LEASE. IN ADDITION TO ALL OTHER RIGHTS, THE CORPORATION MAY SUSPEND ALL WORK AND PREVENT WORKMEN FROM ENTERING SHAREHOLDER'S APARTMENT FOR ANY PURPOSE OTHER THAN TO REMOVE THEIR EQUIPMENT. IN SUCH EVENT, THE CORPORATION MAY ALSO REVOKE PERMISSION FOR SHAREHOLDER TO UNDERTAKE THE WORK. ANY DEVIATION FROM THE WORK



APPROVED IN THIS ALTERATION AGREEMENT SHALL VOID IN ITS ENTIRETY THE PERMISSION GRANTED HEREIN.

29. **Consent of Corporation.** By executing this Alteration Agreement, the Corporation is granting permission to Shareholder to perform the Work pursuant to the Plans and this Agreement, as amended. This permission can be revoked at any time on written notice to the Shareholder as a result of any violation by Shareholder or its agents or contractors of the terms of this Agreement.

Very truly yours,

Shareholder Name:

DATE

Shareholder Name:



EXHIBIT "A"

PLANS AND SCHEDULE

List the drawing #'s or document names below.



EXHIBIT "B"

INSURANCE

Shareholder must provide insurance of the types and in not less than the amounts set forth below with a company or companies satisfactory to the Corporation and licensed to do business in the State of New York. All such policies shall name the Corporation, 32 Gramercy Park Owners Corp., the Shareholder and the Corporation's Managing Agent (the "Managing Agent") as additional named insured's. No diminution of the limits of insurance will be permitted. Such insurance shall include:

WORKER'S COMPENSATION as required by all applicable Federal, State or other, laws, including Employers Liability in accordance with the statutory requirements of the State of New York together with Disability Benefits Insurance required by the State of New York.

COMPREHENSIVE GENERAL LIABILITY including Contractor's Liability and Blanket Contractual Liability (oral or written), all on an occurrence basis with Personal Injury coverage, which shall include mental anguish as well as standard conditions, and Broad Form Property Damage, without any exclusion relating to Explosion, Collapse and Underground Property Damage.

The policy will contain the "Broad Form Comprehensive General Liability" endorsement in Paragraph 1 in such form; the exclusion pertaining to liability assumed by the Contractor under any contract or agreement (section, 11 paragraph B (1) is to be deleted. The completed operations coverage and contractual indemnity coverage are to extend for one year following termination of the work. The policy is also to include (a) Owners Protective Liability Coverage, (b) Knowledge of Occurrence and Notice of Occurrence endorsements and (c) Unintentional Errors and Omissions clause. The policy shall also include coverage with respect to asbestos exposure if the work involves any asbestos-containing material and shall not include a sunset clause without the Corporation's consent.

Limits shall be as follows:

\$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit)

\$1,000,000 COMPREHENSIVE AUTOMOBILE LIABILITY, including non-ownership and hired car coverage as well as owned vehicles.

\$3,000,000 UMBRELLA LIABILITY, BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE COMBINED

Higher limits may be set by the Corporation at its sole discretion.

If umbrellas are written in more than one company, any layers above the first one shall follow the form of the Primary Umbrella.

Prior to the commencement of any work hereunder, detailed certificates of insurance shall be furnished to the Corporation showing that such insurance is in 'full force and that the premiums due hereunder have been paid. Such certificates shall provide that the said insurance may not be canceled, terminated or modified without thirty (30) days written prior notice thereof to the Corporation. Shareholder and Contractor shall promptly furnish the Corporation with copies of any endorsements subsequently issued amending Insurance coverage or limits.

In the event of the failure of the Contractor to furnish and maintain such insurance, the Corporation shall have the right at its option at any time (a) to revoke permission to perform the work and to deny entry into the building of all workers, except that if such workers are escorted by a member of the building's staff, they shall be permitted to remove their tools and supplies, and/or (b) to take out and maintain the said



insurance for and in the Corporation's name, the Shareholder's name and the name of the Contractor. Shareholder agrees to pay the cost thereof and to furnish all necessary information and consents to permit the Corporation to take out and maintain such insurance for the Corporation's account, Shareholder's account and the account of the Contractor. Compliance with the foregoing requirements to carry insurance and furnish certificates shall not relieve Shareholder or the Contractor from any liability assumed under any provisions of this Agreement.

The Contractors insurance policy shall also contain in substance the following endorsement;

"This insurance shall not be invalidated should the Insured waive in writing prior to a loss any or all right of recovery against any party for the loss occurring to the property described herein."

Nothing in this paragraph shall constitute a waiver of or limitation of any other rights or remedies the Corporation may have for consequential damages or otherwise.

Shareholder agrees not to make any claim against or seek to recover from the Corporation, other Shareholders or the Corporation's or other Shareholders' employees, agents or guests for any damage to persons or property by the perils within the scope of the insurance policies required herein unless the loss is due to the carelessness or negligence of such named parties.



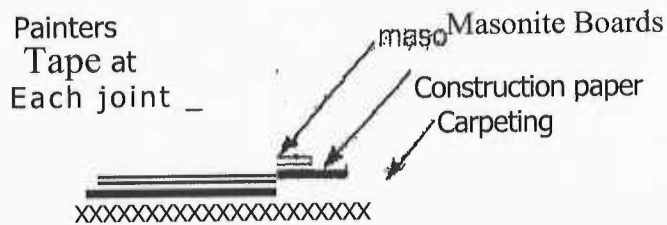
EXHIBIT "C"

REQUIRED PROCEDURES FOR CONTRACTORS ENGAGED IN ALTERATIONS AT 32 GRAMERCY PARK OWNERS CORP.

1. All proposed operations and structural changes are to be carried out in proper workman-like manner and with suitable materials.
2. At times Shareholder must perform only work that has been described in the approved plan and work schedule. If any other work is performed, the entire job will be stopped. If additional work not called for in the original approved plan and work schedule is desired, approval must be obtained through the office, of the Managing 'Agent before such work is undertaken.
3. Should you discover during the course of the work that the work you are called to perform according to the approved plan and work schedule might possibly interfere with the proper functioning of the plumbing, electrical, heating, air-conditioning, ventilating or other operational systems of the building, you will immediately consult with the building's Resident Manager before proceeding.
4. The door from the apartment into the hallway shall be sufficiently sealed inside the apartment to prevent the flow of dust into the hallway.
5. **PROTECTION OF CARPETING: The carpet in the public hallway between the service elevator door and the door to the apartment shall be protected with masonite boards and construction paper from the service elevator to the apartment door or as directed by Resident Manager before work begins each day**

The masonite boards must be:

1. **Minimum 1/8" and maximum 1/4" thick.**
2. **Minimum 3 feet wide X Maximum 4 feet long.**
3. **Taped end to end with painter's tape.**
4. **Placed over new construction paper daily.**



5. **The protective covering shall be removed each afternoon after work is finished. The hallway is to be vacuumed by the contractor personnel each evening, returning the hallway to its prior condition. Contractor will also be held responsible for the sweeping/mopping of vinyl-tiled surfaces and the ground floor service entrance and freight elevator.**



NOTE: Failure to clean any of these areas to the Resident Manager's/building staff's satisfaction will result in a \$50.00 fine (per offense) being levied against the Shareholder's security deposit. Hallways will be checked daily between 4:30 — 5:00 pm to insure that cleaning has been performed properly. Shareholder will be advised of the contractor's failures to clean.

6. Prior to the commencement of any demolition work, the HVAC units in the apartment must be properly covered to the satisfaction of the building's Resident Manager.
7. In the delivery of working equipment and materials from the service entrance to the building through the service hallways, service elevators and the public hallway in which the apartment is located, the owner involved is responsible to ensure that no damage is done to any portions of the building. Doors, doorways, hallways and the like will be protected as necessary by you and will be inspected periodically. The full cost of necessary repairs will be the responsibility of the Tenant-Owner or his contractor.
8. **ALL WORK IS TO BE PERFORMED BETWEEN THE HOURS OF 9:00 a.m. — 4:30 p.m. MONDAY THROUGH FRIDAY. NO WORK MAY BE PERFORMED ON SATURDAY, SUNDAY OR HOLIDAYS.** Furthermore, any high noise activity must not commence before 10:00 am.
9. You must provide the building's Resident Manager or the person whom he designates a list of the workpeople you expect to be admitted to the building by name and by type of work they are to perform. No worker will enter the building prior to 8:30 am.
10. At no time during the approved construction period will a radio, television or other noise-producing device be used in the apartment, which might cause disturbance to others.
11. **You are to remove all rubbish each day in the manner directed by the building's Resident Manager or building staff.** Rubbish removal must conform to City regulations, Contractor must clean sidewalk and any other areas affected immediately after pickups.
12. The Building Management reserves the right to make inspections of work in progress to be certain these guidelines are followed.



Document Checklist

Management Use ONLY

32 Gramercy Park South

Apt _____

Application Agreement dated _____ / _____

Cross out all that do not apply,

- Executed contract.
- Plans, sections, elevations and details of new work.
- Plans of existing conditions.
- Construction documents by Architect or Engineer,
- Construction Schedule,
- Permits.
- Local Law 58 (handicap Accessibility) documentation.
- Workers Compensation insurance certificates.
- Liability Insurance Certificates.
- General Contractor's license and list off all sub-contractors.
- Electrician's License.
- Plumber's license.
- Security Deposit check.
- 2% of Construction check.
- Processing Fee check.

CONSENT TO ALTERATION GRANTED ON: _____

FOR A DURATION OF:

BY: _____ Days



RIDERS

Expansion of existing bathroom or kitchen foot prints is allowed or a wet over dry is permitted so long as the following conditions are met:

1. If the condition of wet over dry creates a nuisance to other shareholders then the work would have to be reverted to its previous state at the discretion of the board. This condition shall survive the transfer of shares and shall be maintained in perpetuity.
 2. The vertical plumbing roughing: waste stack, vent riser, and all water pipes behind the chase wall or behind any other existing partition may not be modified in any way. The existing waste T must remain unaltered. Should repairs be necessary they shall be authorized by the Board.
 3. The water closet lead bend, shower drain pipe and bath tub drain pipe may not be moved in any way. These items may be replaced in situ for the purposes of maintenance and/or adaptation to contemporary fixtures.
 4. The floor and well up to 12" of any kitchen, bathroom and wet bar undergoing alteration shall be waterproofed in a manner approved by the board.
 5. New lead pans for new showers are permitted so long as the floor under the pan is contiguously waterproofed in a manner prescribed in item 4 above.
 6. Wet over dry is prohibited when a bathroom expansion is over or is within one foot of being of a kitchen.
 7. Installing bathrooms where they previously had not existed is prohibited.
 8. Nothing in these conditions should modify other condition in the Alteration agreement, Proprietary Lease, House Rules, or Bylaws. In the event of a conflict the Board reserves the right to determine the most appropriate course of action.
-

Bathroom Renovations:

1. When a complete renovation of a bathroom is contemplated the ceiling must be opened & the traps & waste lines servicing the tub/shower & toilet of the apartment above must be replaced with new to the stack

RIDER

PLUMBING, HEATING AND GAS

1. All plumbing, gas work and related appliance installation must be shown on the plans and filed with the Building Department. A permit must be obtained and all work performed by a licensed plumber.
2. Renovations to bathrooms, powder rooms and kitchens must open walls and floors containing any plumbing or gas risers, vents, stacks, waste lines or branch lines for water or steam supply or return lines. The Corporation must be notified in writing to allow inspection of all risers, vents, stacks and waste lines.
3. There are no Shareholder alterations to Building risers. The Corporation shall have the right to install new risers, at the Corporation's expense.
4. All vent lines and supply branch lines must be run in the walls and/or dropped ceiling but not within the floors.
5. No new fixtures may be located nor may any new chopping occur within demising walls.
6. Where new, or relocated plumbing fixtures or gas pipe systems are installed or altered, all branch lines including all supply, waste and vent lines, must be replaced back to the building risers and stacks. New master shut-off valves shall be installed after a full 3 elbow swings. All valves must be full port of a US manufacturer. Provide new spring loaded check valves at each location as follows:
 - Hot water master control valve
 - Cold water master control valve
 - Hot and cold water shut-offs at lavatories and sinks.
 - Cold water shut-off valves at water closets
 - Shower valves, as approved for NYC use.
 - Hot and cold water shut-offs to washers.
7. Shut-off valves, clean outs and other areas where access may be required must not be permanently concealed and must be accessible. New shut-off valves must be installed at the connections to the Buildings risers. Provisions for access panels must be included with the work. The dimensions of the access panels must be sufficient for servicing the plumbing valves and a minimum of 6" x 6" opening. Check valves must be installed for all fixtures and appliances and access panels must be provided for servicing the valves.
8. All hot and cold water piping at fixtures is to be terminated with air chambers (water hammer arrestors) rising above the fixture.
9. All new supply lines to be copper tubing with flared ends and brass bushings. No plastic, rubber or braided stainless steel or reinforced rubber hose. High pressure 'no burst' braided stainless steel type hoses will be allowed to hook-up fixtures if there is no practical alternative.

10. The Building prohibits any relocation or modification of the existing gas risers. Branch lines within the apartment may be rerouted by a licensed plumber; however, all modifications must be approved in writing by the Corporation.
11. Prohibited Installations:

Garbage Disposal, Pot fillers, Whirlpool, Sauna, Jacuzzi, hot tub, or any similar motorized bathtubs or steam shower are not permitted. No portable dishwashers or portable clothes washers shall be installed in the Building.
12. The Corporation must inspect all plumbing/rough-in for compliance with the standards and reserves the right for the Corporation plumber to inspect and pressure test any plumbing work. The costs of these inspections/tests by the Corporation plumber will be paid by the Shareholder.
13. All water piping must be wrapped with durable, condensate absorbing insulation material and supported with non-reactive materials. A minimum distance of 2" is required between hot and cold water pipes and there must be no metal to metal contact between piping and conduit, BX etc. All copper piping must be separated from piping of dissimilar materials to prevent galvanic corrosion.
14. Contractors must submit all requests for riser shut downs to the Superintendent's office, in writing, four working days prior to the date requested for the shut down. Shut downs may not exceed 4 hours in length.
15. Abandoned plumbing lines are to be removed and capped back to the risers with like – kind metal caps.
16. Whenever a radiator is replaced and/or relocated, the steam feed and return lines must be replaced back to the building's steam risers.
17. There shall be no reduction allowed in the size of existing plumbing lines.
18. Lead pans must be installed for showers. The lead pan must be a seamless membrane made of 6lbs/sf common pig lead worked into the corners (not cut) that extends over the top of the curb and a minimum of 6" up each wall. The lead pans must be clamped and soldered into a new drain collar. The lead pan must pass a 24 hour water retention test and the test must be observed by the Building Superintendent. After the retention test, the shower pan must be coated with polymer mastic material prior to installation of the tile/stone setting bed.
19. Pipe Access: The Shareholder will not, without the Corporation's prior written approval, enclose or obstruct access to existing heat or water pipes, valves or other equipment. No risers may be relocated without the Corporation's specific consent. In any event, whether permission was given or not, the Corporation shall have the right to remove any impediments to access heat, water or waste pipes, valves and equipment. The Shareholder shall pay any expenses the Corporation may incur in removing these impediments and shall assume all costs of restoring the same.
20. The details of radiator enclosures and method of installation shall be set forth on the plans and specifications and be designed to allow access to the units as well as the valves. Any such radiator enclosure must be easily removed.
21. Whenever any radiator is replaced and/or relocated, the steam feed and return lines must be replaced back to the Building's steam risers.

RIDER

APPLIANCES, WASHERS AND DRYERS

1. Washers and Dryers shall be located in wet areas only.
2. Any Venting to the Building exterior must utilize the existing slotted brick vents through the brick at the exterior wall within each apartment. All appliances shall be properly vented. Venting details must be shown on the plans. All vents must be properly waterproofed to prevent water filtration and masonry deterioration.
3. The washing machine shall be of a low water capacity type. The washing machine shall be installed within the kitchen or bathrooms.
4. All washers shall have pressure type vacuum breaker and a check valve for both hot and cold water supply lines. Valves must be accessible to the Building's maintenance staff. The hose must be 'no burst' braided reinforced stainless steel.
5. The washing machine must have a lead pan and a drain under the unit with a 6" curb all around and soundproofing/vibration pad below. The pan shall have an overflow sensor with an audible alarm and be wired to solenoid valves that automatically shut off the hot and cold water if the water builds up. The drains are to flow into a minimum of 2 1/2" standpipe with a hub elevation 6 inches above the flood level of the machine.
6. The supply lines must be arranged so that in the event of leakage, the water flows into the pan. The supply lines must have shut-off valves and air chambers (water hammer arrestors) on hot and cold piping.
7. All clothes washers must have NYC approved backflow prevention devices on the water supply piping.
8. The washers and dryers must be installed per NYC Building Code
9. Washers and Dryers shall be installed on vibration isolation pads and should be designed to eliminate noise and vibration to the floors below.
10. The shareholder agrees that the Corporation's consent to install a washer or dryer is contingent upon the acknowledgement by the Shareholder that the Corporation may require the Shareholder to remove the appliance at the Shareholder's expense whenever it causes nuisance to the tenants of other apartments.
11. In the event that there are complaints concerning noise, exhaust or vibration from any appliance or equipment installed, the shareholder agrees to take immediate steps to eliminate the cause for the complaint and, in event the situation is not resolved to the satisfaction of the Board of Directors, to remove such appliance or equipment.
12. The shareholder agrees not to cause or permit the installation of any other appliance or fixture whatsoever unless the same shall have been labeled on the plans and specifications submitted to the Corporation and approved in writing.

ELECTRIC

1. All electrical work must be shown on the plans and filed with the Electrical Control Board. An electrical permit must be obtained and all work performed by a licensed electrician.
2. All areas of renovations proposing more than cosmetic work within the apartment are required to update the electrical wiring. Any outdated electrical panels must be updated.
3. No additional electrical service may be brought into the apartment without prior approval by the Corporation's Architect or Engineer.
4. The shareholder shall furnish an electrical load letter from a licensed electrician or engineer who shall verify that the electrical loads required as a result of the work will not be in excess of the present electrical capacity of the Apartment and will not adversely affect the building's electrical service.
5. GFI outlets must be installed within any bathrooms and within the kitchen at areas 6 feet or less from any sink(s).
6. No chopping for boxes into the demising walls or into the structural slabs or columns.
7. Any abandoned electrical boxes with remaining wiring entering or leaving shall remain accessible with removable covers.
8. The location of the smoke and carbon monoxide detectors must be shown on the apartment plans.

INTERCOM

1. The Buildings intercom system is interconnected. Disconnecting or attempting to modify an individual unit may interrupt service to other apartments. Changes to the Building's intercom system must be submitted for approval. All intercom work must be performed by the Building's Intercom contractor, who should be consulted in regard to up-grading or relocating apartment units.

DOORBELLS

1. **The Buildings apartment doorbell system is interconnected. Disconnecting or attempting to modify an individual unit may interrupt service to other apartments. Changes to the apartment's doorbell system must be submitted for approval. All doorbell work must be performed by the Building's doorbell contractor, who should be consulted in regard to up-grading or relocating bell units.**

RIDER

ALTERATIONS VISIBLE FROM EXTERIOR:

WINDOWS AND HVAC UNITS

1. Any installation of replacement windows shall be subject to the prior approval of the Corporation. Prior to the installation of the replacement windows, the Shareholder shall cause the Shareholder's contractor to provide a sample of the proposed window replacement to the Corporation for the Corporation's review and approval to assure that such replacement windows conform in color, style, and dimensions to existing windows in the building and that such windows meet the requirements of any federal, state and city department or agency having jurisdiction over the replacements windows in the building, including the New York City Landmarks Commission.
2. The Shareholder and the Shareholders heirs, assigns and successors-in-interest shall be responsible for any and all damages caused by the replacement windows or HVAC units in the building installed by the Shareholder.
3. If a consent, permit or approval is required from any federal, state, or city department or agency to lawfully perform such window or HVAC installation, the Shareholder shall first obtain such consent, permit or approval and provide a copy of such consent to the Managing Agent before proceeding with the installation.
4. Specific, dimensioned details of all penetration work must be submitted and shall include flashing, lintel and waterproofing procedures.
5. Exterior brick walls shall not be penetrated for any purpose other than the installation of through-the-wall air conditioning units, which shall only be permitted upon the Corporation's approval of plans, specifications and details for the same.
6. Exterior street façade walls shall not be penetrated for any purpose whatsoever.
7. No air-conditioning or HVAC unit shall be installed or replaced unless in compliance with NYC Building Codes and the following:
 - (a) The installation of any air-conditioning or HVAC unit will be made secure, weather tight and water tight and in such a manner as to create no disturbance, nuisance or damage due to noise, vibration, air or water leakage or other cause and shall be insulated on the exterior and interior of the building.
 - (b) Any permission granted to install an air-conditioning unit constitutes a revocable license to use, maintain, and operate such unit in accordance with all existing laws, ordinances, rule and regulations applicable thereto without any disturbance, nuisance or damage whether by reason of noise, smell, vibration, water leakage or otherwise and may be revoked by the Corporation in its sole and absolute discretion whenever the Corporation shall determine that, the Shareholder shall have failed to repair, with due diligence, upon notice, any condition that in the opinion of the Corporation, violates this Agreement, whereupon the Shareholder shall forthwith discontinue all use of the unit and remove the unit, at the Shareholder's expense, whenever the Corporation

determines, in its sole and absolute discretion, that such appliance or fixture unduly disturbs his or her neighbors by reason of, among other things, noise, leaks, etc.;

(c) The Shareholder recognizes that there will be no change in the operation of the building's heating system to facilitate the functioning of any heating or air conditioning units the Shareholder may install.

(d) All required consents, approvals and permits from all federal, state and local agencies having jurisdiction, including the New York City Landmarks Commission, shall be obtained and provided to the Managing Agent before any through-the-wall air conditioning unit is installed.

Through-the-Wall HVAC Units

8. For through-the-wall units from 24" to 42" wide, there must be one angle lintel for each 4" of wall thickness with a minimum of 3"x3" x 5/16" with no less than 4" of bearing at each end. Where steel angles will not fit, steel plate lintels may be used for a sleeve opening below the sills, 3/8" x4" up to 26" wide opening or 3/4"x4" for up to a 42" wide opening with a minimum of 4" bearing at each end.
9. Provide weep slots spaced at a minimum of 24" o.c. for angle lintels.
10. Masonry openings must be cut from the outside. All brickwork must match the existing, including size, color, texture and mortar joints.
11. The sides and bottom of the masonry opening must be fully waterproofed and lined with Bituthene or equal. The masonry window openings are to be parged and prepared with Perm-A-Barrier VP before applying a Bituthene membrane that extends from the exterior caulk joint two inches around the interior face of the masonry wall. The jamb waterproofing should tie into the sill waterproofing. At the sill, the waterproofing should be sloped to the exterior and there should be two weep holes at the quarter points in the sill caulking.
12. The exterior grilles must be centered (whenever possible) beneath a window and mounted flush with the building's façade. The exterior grilles must be frameless type, extruded and painted to match the surrounding masonry. No stamped metal will be permitted. There shall be no visible exterior fasteners. Grille perimeters are to be sealed with 20 year silicone caulking having a color that will blend with the surrounding masonry.
13. Design of the unit shall be such that condensate does not drip on the exterior wall. Larger units shall have a condensate drain.
14. Where connected to the building heating system, replace the existing branch lines back to the main riser. All piping must be properly pitched to drain, with no reverse slopes. All piping to provide a 1/4" per foot minimum pitch on all horizontal to drain and eliminate any chance for water to stand in a back pitched or trapped pipe.
15. Shareholder assumes full responsibility for operation and safety of any units covered by this agreement.

16. Insulation is to be placed around the interior perimeters of through-the-wall sleeves in a manner to prevent air infiltration.
17. A dedicated electrical circuit must be provided for each HVAC unit. All electrical work must be performed by a licensed electrician.
18. Where through-the-wall units are enclosed by cabinetry, there must be an insulated collar between the air discharge and the grille on the enclosure.
19. Energy efficiency must be no less than SEER of 9.5.
20. Each unit is to be supplied with a Building standard trap and should be located so as to be easily replaced.
21. No air conditioning system installed in the building may include a piston-driven compressor; only centrifugal compressors may be used.
22. All details of through-the-wall HVAC units indicating the new lintels, the wall flashings, vibration isolators, outward pitch of the units, insulation, drain, grille details, etc. must be provided to the Corporation for review.
23. Where repairs or alterations are being made which affect the exterior of the building, the sidewalk below shall be protected at all times.

Central Air Conditioning

24. The Shareholder and the Architect must provide details of any central air-conditioning system that the Shareholder plans to have installed. The Corporation must approve the system before the commencement of installation of the system or any related work.
25. The air handlers and condensers unit(s) must be installed with double vibration isolators.
26. The areas around the unit must be sound insulated. Ducts must be insulated.
27. The air handlers must be the low velocity type. The air handlers must have a flexible connection at the duct work and air handlers.
28. There must be a pan with a drain to an indirect waste under the air handling units and any air humidification units. In addition, the pan must have a sensor to shut off the machine in the event of a water build-up in the pan.
29. The Architect should provide the location and details of the through-the-wall condenser units, and these installations must comply with the Building Codes and the New York City Landmarks Commission.
30. **The thru-wall condenser must be installed in a double sleeve. The unit must be isolated from the outer sleeve with vibration pads.**
31. Air conditioning condenser units shall be located in utility areas of the apartment only -- such as "wet" areas unless otherwise approved by the Corporation. **The entire system must be contained within the Shareholder's unit.**

32. No air conditioning system installed in the building may include a piston-driven compressor; only centrifugal compressors may be used.
33. **The louver must be attached to the condenser unit and must be isolated from the Building's walls and caulked on all sides.**
34. **The unit must pitch outward.**
35. **The masonry opening must be waterproofed.**
36. **There must be steel lintels with up-turned legs.**
37. **Through the wall sleeves.**
 - **The thru-wall detail must show waterproofing including the following:**
 - a. **Cement bed sloped a minimum of 1/4" per foot to the exterior.**
 - b. **Waterproof membrane on the bottom and the full height of both sides of the masonry opening.**
 - c. **The sleeve must be pitched to the exterior.**
 - d. **An architectural louver in an approved color must be installed flush with the exterior brick or masonry.**
 - e. **There must be a steel lintel with up-turned legs for openings of 27" or greater. Steel plates are acceptable for smaller openings. Provide a minimum of 6" bearing on either side.**
 - f. **Thru-wall flashing membrane should be installed above the lintel.**
 - g. **The exterior opening should be caulked on all four sides and there should be weep holes tied into waterproofing membranes at the bottom and the lintel.**
38. **The Architect must retain a sound engineer to provide a report indicating the recommended measures required such that the air-conditioning equipment will not be heard by adjacent apartments. These recommendations must be included in the project scope.**

RIDER

LOCATIONS OF ROOMS/NOISE

1. The Shareholder agrees that no stone, ceramic or porcelain tile or similar hard-surfaced flooring will be installed except within the original demising walls of the kitchen, pantry, baths, laundry and entry foyer. No removals of floor slab or floor fill materials will take place in those locations. Locations where there are topping slabs or slab infill may not be disturbed for the purposes of depressing the level of the slab to accommodate a new finish floor. In all cases, the Corporation will require installation of a sound retardant underlayment beneath such flooring, such underlayment to be approved by the Corporation.
2. All new interior partitions shall be constructed of block and plaster, metal lath and plaster, or metal studs with a double layer of gypsum board or other base material specifically designed for a skim-coated plaster finish. Interior partitions of metal studs and gypsum board must use partition isolators between the structural slabs and the top and bottom tracks.
3. Any disturbance to demising walls must be limited to the replacement of existing electrical service. Chopping of demising walls is not permitted. Any penetrations or openings into the demising walls must be filled with firestopping, heavy batt sound insulation and plaster patched. Outlets, switches or any other devices must be backed with soundproofing and fireproofing boxes. Any metal channel furring system at the demising walls must use Quietrock sheathing or metal lath and plaster.
4. The Shareholder agrees that any work done shall not change the layout of the Apartment in its relation to the Adjacent Premises, i.e., no "noisy" room such as a kitchen or playroom, and no "noisy" appliances such as a washing machine or dishwasher may be relocated or installed above a "quiet" room such as a bedroom. In no event may any "wet" use such as a bathroom, kitchen, or laundry room be relocated over a "dry" or "quiet" use of the floor below unless approved by the Corporation.
5. The Shareholder agrees to take all precautions to prevent any completed Alteration from creating a "noisy" or disturbing condition to any other Shareholder. The Shareholder further agrees that, if despite preventative measures to avoid "noisy" and disturbing conditions to other Shareholders, the Corporation determines in its reasonable discretion, based upon Shareholder complaints, that the alteration has created a "noisy" or disturbing condition, the Shareholder shall take all steps, at his or her sole cost and expense, to repair or remove (if necessary) the alteration to alleviate the disturbing condition.

6. Procedures for Installation of new Hard Floor Surfaces.

(a) Wood Flooring.

- 1) Existing wood floor and sub flooring shall be removed and a resilient underlayment shall be placed beneath the new subfloor. Acceptable underlayments are Kinetics, Enkasonic Mat, Nobleseal or equal and is to be installed.
- 2) Two layers of ½" minimum plywood or other base material approved for use in subfloors with staggered joints to be laid over the underlayment.
- 3) Tape or tack-glue perimeter isolation of 3/8" thick fiberglass board to isolate the floor and break the sound transmission path between floor and walls. Perimeter isolation to be the full height of from the underlayment to the top of the plywood subfloor.

(b) Stone or Tile Flooring.

- 1) Acoustical underlayments such as Kinetics, Enkasonic Mat or equal shall be installed under all hard surface flooring materials. Manufacturer's installation instructions to be adhered to.
- 2) Waterproofing membrane must installed under the floors of all "wet" areas and return a minimum of 6" up all wall surfaces except at all shower/tub area where the membrane must continue up all walls to the ceiling.
- 3) Perimeter isolation of 3/8" thick fiberglass board to isolate the floor and break the sound transmission path between floor and walls. Perimeter isolation to be the full height of the underlayment and the setting bed.
- 4) A mortar setting bed of at least 1/2" to be installed over the underlayment material.

32 Gramercy Park South

Procedures concerning permits:

1. It is not permitted to file work as a "Professional and Owner Certification" at the Building. The forms must be revised as a Type 2 Alteration with the filing professional's sign-off pursuant to Directive 14.
2. The PW 3 form is to be signed by the apartment owner.
3. PW 1 Form: A condo/coop owner can sign Section 26 if an officer of the condo association or coop corporation also signs Section 26A. A lessee can sign Section 26 if the application includes "a signed notarized statement by the applicant that the owner has authorized the filing of the application."
4. TR-1 forms: The preferred signer is the condo/coop unit owner or a lessee.



REAL ESTATE

32 Gramercy Park Owners Corp.

Charles H. Greenthal Management

Four Park Avenue • Third Floor • New York, NY 10016-5339

Telephone: 1(212) 340-9300

FAX: 1(212) 447-1667

INDEMNIFICATION AND INSURANCE REQUIREMENT AGREEMENT/CONTRACT

Whereas _____ (the "Contractor") will perform work for
_____ (the "Client") at
_____ (the "Location"), the "Client" and "Contractor" hereby agree:

INDEMNIFICATION AGREEMENT

Client shall not be liable for any loss or casualty incurred by or to the Contractor. The contractor assumes all risk of loss for all of its work regardless of whether the Contractor had previously been paid for it. The Client is not responsible to provide any protective service for the Contractor's benefit. To the fullest extent allowable by law, Contractor shall indemnify, defend, and hold harmless the Client, or anyone directly or indirectly associated with the Client, including those entities named on the attached "Additional Insured Schedule", from any and all claims, suits, damages, liabilities, losses, and expenses, including but not limited to attorney's fees, costs, court costs and expenses, from any claims or causes of action of whatever nature arising from the Contractor's work, including all claims relating to its subcontractors, suppliers or employees, or by reason of any claim or dispute of any person or entity for damages from any cause directly or indirectly relating to any action or failure to act by the Contractor, its representatives, employees, subcontractors, or suppliers. The Contractor acknowledges that specific consideration has been received by it for this Indemnification. These obligations to defend, indemnify, and hold harmless shall be valid and binding regardless of any claims, allegations or findings of negligence against any indemnified party, but shall not apply if the claim results solely from the negligence of an indemnified party. Contractor shall keep the Location free of all liens representing claims which purport to be based on any services or materials allegedly provided at the request or on the authority of the Contractor or any of its subcontractors.

INSURANCE REQUIREMENTS

The Contractor shall maintain insurance, as described herein, until final acceptance of the work. As required by this Agreement/Contract, and evidenced by a certificate of insurance and endorsements to its policies, copies of which are herewith attached, contractor shall name Client, and those entities named on the attached "Additional Insured Schedule", as Additional Insured, on a "primary/non-contributory" basis, including "waiver of subrogation," on its General Liability policy, with limits of no less than \$1,000,000 Per Occurrence/\$2,000,000 Aggregate (covering premises and operations liability, products/completed operations, broad form property damage, broad form contractual liability, personal injury, and independent contractor's liability) and Umbrella Liability policy, with limits of no less than \$5,000,000 Per Occurrence/Aggregate, (and Pollution Liability and Professional Liability policies, if applicable). Contractor further agrees to maintain workers compensation and disability insurance in accordance with the laws of the state in which the work is performed, and to maintain automobile liability insurance covering owned, and hired and non-owned vehicles, with limits of no less than \$1,000,000.

SUBCONTRACTORS

Contractor agrees to require its subcontractors, if any, to indemnify Client in accordance with the Indemnification Section of this Agreement/Contract, and to require its subcontractors to adhere to the Insurance Requirements Section of this Agreement/Contract.

Agreed by, **Contractor:**

Client:

_____	_____	_____	_____
Authorized Signature	Dated	Authorized Signature	Dated
_____	_____	_____	_____
Printed Name	Title	Printed Name	Title

"Additional Insured Schedule" (entities to be named "Additional Insured" by Contractor):

32 Gramercy Park Owners Corp.

&

Charles H Greenthal Mgmt

MEMBERS OF THE WEST GROUP OF COMPANIES

The Charles H. Greenthal Group Inc. • Charles H. Greenthal Management Corp. • Charles H. Greenthal Commercial Corp.
Charles H. Greenthal Residential Rentals • Greensboro N.C., Associates
West Properties, Inc. • Westampa Co. • Lilton, LLC, FL

www.greenthal.com



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	
	INSURER A: <u>New York State</u>	
	INSURER B: <u>The Travelers</u>	
INSURED <u>Your Contractor</u>	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES CERTIFICATE NUMBER: 105069824 REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR	WVD	POLICY NUMBER	POLICY PER (MM/DD/YYYY)	POLICY END (MM/DD/YYYY)	LIMITS
B	GENERAL LIABILITY <input type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Contractual GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	X		Your Policy #	6/1/2011	6/1/2012	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$50,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$1,000,000 \$
B	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS			Your Policy #	6/1/2011	6/1/2012	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			Your Policy #	6/1/2011	6/1/2012	EACH OCCURRENCE \$1,000,000 AGGREGATE \$2,000,000 \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE/OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Your Policy #	6/1/2011	6/1/2012	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Your Building Management Firm and 123 Client Building LLC are listed as additional insured.

CERTIFICATE HOLDER Your Building Management Firm	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

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Must be executed by shareholder for the deposit of the security monies

Form W-9
(Rev. November 2005)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Give form to the requester. Do not send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: <input type="checkbox"/> Individual/Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other ▶ <input type="checkbox"/> Exempt from backup withholding	
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number
+ +
OR
Employer identification number
+

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here

Signature of U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued).
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,



NYARM SEMINAR - WEDNESDAY, OCTOBER 21, 2009
NEW FEDERAL EPA LEAD PAINT LAWS

The U.S. Environmental Protection Agency (EPA) has passed new Lead Paint Abatement Standards that augment the NYC DEP laws passed several years ago and in some ways, are stricter and more onerous than the NYC laws. Building Owners must comply by April 22, 2010! If a complaint should arise and an inspection results, fines start at \$32,500 per day! The law was issued in April of 2008, but was not enforced, and will be enforced as of April 22, 2010.

Some of the key differences between the NYC DEP law and the new Federal EPA laws are as follows:

1. The new EPA RRP (Renovation, Repair & Painting) Law holds the CONTRACTOR responsible for proper lead paint remediation work, as long as he is informed prior to starting the work. It is recommended that the contractor be obligated to sign a statement, to be incorporated into our Alteration Agreement stating that he is aware that he is being held solely responsible for the proper remediation of lead paint, in accordance with all governmental laws, rules and regulations governing the proper removal of lead, and that they will hold the cooperative or condominium, and Greenthal harmless from any and all liability that may result from improper removal and non-compliance with all governmental laws, rules and regulations.
2. NYC DEP cutoff for buildings that must comply with lead paint removal laws is 1960. The Federal EPA law cutoff is 1978. This means now that buildings built before 1978, including some buildings that did not have to comply with the NYC law now have to comply with the Federal EPA law. In addition, according to the NYC law, if a coop or condo building with lead paint is completely owner occupied and no one sublets their apartments, they do not have to comply, whereas with the EPA law, if your building was built before 1978, you have to comply, no matter what.
3. If supers or building staff abate small amounts of lead paint, not only does the superintendent, as the supervisor of the building staff have to be certified in lead paint abatement, but also his employer (the cooperative corporation, condominium association or landlord as the case may be) must have a representative take the course and become certified in safe lead paint abatement practices. Also, the EPA law makes it the responsibility of the lead abatement supervisor to make sure that all staff members are properly educated in safe lead paint abatement practices.
4. Under the EPA law, not only are children under the age of 6 a protected class, but also pregnant women are also protected. This means that if an apartment owner or shareholder wants to do work in an apartment in a building built before 1978 that will disturb lead paint, they must comply with the EPA law not only if a child under age 6 lives there, but also if a pregnant woman resides there as well.

5. Under the EPA law, if a child even visits a building built before 1978 for more than 6 hours per week or more than 60 hours per year, the building must comply with the EPA law. This places a new obligation on building owners to be aware of exactly who is residing or even visiting the building.
6. Under the NYC DEP law, you must hire an independent air monitoring company to test air and do wipe tests on surfaces where lead paint has been removed. Under the EPA law, this is actually prohibited, and your contractor must obtain from EPA a test kit and do the testing himself when he is through. He must then document the results.
7. With the new EPA law, a new pamphlet must be distributed to new owners, shareholders and residents of all buildings built prior to 1978. The pamphlet, entitled "Renovate Right" is attached. It must also be distributed to all existing owners, shareholders and residents of buildings built prior to 1978 who express an interest in doing any renovation in their apartment that might disturb lead paint. It is absolutely necessary that this pamphlet be made a part of every sale and rental package for every building built prior to 1978, as well as every renovation package or alteration agreement for every building built prior to 1978.
8. I have attached a form downloaded from EPA's website as a form that must be completed every time any work in an apartment or in a common area in a building built prior to 1978 which might disturb lead paint is done. The form is entitled "Future Sample Renovation Recordkeeping Checklist".
9. Under the NYC law, the building owner must keep records on every renovation that disturbed lead paint performed in a building built prior to 1960 for at least 10 years. Under the EPA law, the building owner must keep records on every renovation that disturbed lead paint performed in a building built prior to 1978 for no less than the life of the employment of the person who performed the lead paint abatement work, plus an additional 30 years!!! This means that if you have your superintendent (who should be EPA certified) do the work, the records must be obtained from the day the work is completed, for as long as he remains employed by the building where the work was done, plus an additional 30 years.

As you can see, the new EPA law is onerous!! It is suggested that we have a gentleman by the name of Lee Wasserman from a company called LEW Corporation come in and speak at a Management meeting in the very near future. He was the key speaker at the seminar I attended and is highly knowledgeable on the subject.

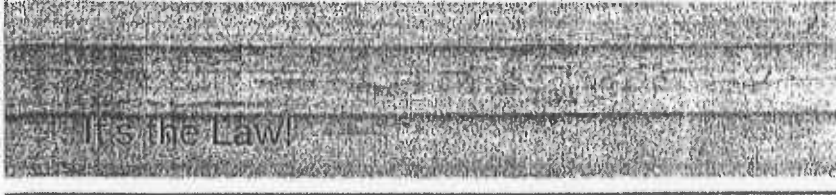
Lastly, NYARM has been certified as a training provider to teach the course necessary for supers to become certified. The Union, I am told, is still working on getting certified. We need to get our supers to take the EPA course to get their certification. If they took the NYC DEP course, they can take a refresher 4 hour course to get the EPA certification. If they did not take the DEP course, they need to take the complete 8 hour course to receive EPA certification.

If you have any further questions, please let me know.

Renovate Right

Important Lead Hazard
Information for Families,
Child Care Providers
and Schools





Federal law requires that individuals receive certain information before renovating six square feet or more of painted surfaces in a room for interior projects or more than twenty square feet of painted surfaces for exterior projects in housing, child care facilities and schools built before 1978.

- Homeowners and tenants: renovators must give you this pamphlet before starting work.
- Child care facilities, including preschools and kindergarten classrooms, and the families of children under the age of six that attend those facilities: renovators must provide a copy of this pamphlet to child-care facilities and general renovation information to families whose children attend those facilities.

Also, beginning April 2010, federal law will require contractors that disturb lead-based paint in homes, child care facilities and schools, built before 1978 to be certified and follow specific work practices to prevent lead contamination. Therefore beginning in April 2010, ask to see your contractor's certification.

Renovating, Repairing, or Painting?



- Is your home, your building, or the child care facility or school your children attend, being renovated, repaired, or painted?
- Was your home, your building, or the child care facility or school your children under age 6 attend, built before 1978?

If the answer to these questions is YES, there are a few important things you need to know about lead-based paint.

This pamphlet provides basic facts about lead and information about lead safety when work is being done in your home, your building or the childcare facility or school your children attend.

The Facts About Lead

- Lead can affect children's brains and developing nervous systems, causing reduced IQ, learning disabilities, and behavioral problems. Lead is also harmful to adults.
- Lead in dust is the most common way people are exposed to lead. People can also get lead in their bodies from lead in soil or paint chips. Lead dust is often invisible.
- Lead-based paint was used in more than 38 million homes until it was banned for residential use in 1978.
- Projects that disturb lead-based paint can create dust and endanger you and your family. Don't let this happen to you. Follow the practices described in this pamphlet to protect you and your family.

Who Should Read This Pamphlet?

This pamphlet is for you if you:

- Reside in a home built before 1978.
- Own or operate a child care facility, including preschools and kindergarten classrooms, built before 1978, or
- Have a child under six who attends a child care facility built before 1978.

You will learn:

- Basic facts about lead and your health.
- How to choose a contractor, if you are a property owner.
- What tenants, and parents/guardians of a child in a child care facility or school should consider.
- How to prepare for the renovation or repair job.
- What to look for during the job and after the job is done.
- Where to get more information about lead.

This pamphlet is not for:

- **Abatement projects.** Abatement is a set of activities aimed specifically at eliminating lead or lead hazards. EPA has regulations for certification and training of abatement professionals. If your goal is to eliminate lead or lead hazards, contact the National Lead Information Center at 1-800-424-LEAD (5323) for more information.
- **"Do-it-yourself" projects.** If you plan to do renovation work yourself, this document is a good start, but you will need more information to complete the work safely. Call the National Lead Information Center at 1-800-424-LEAD (5323) and ask for more information on how to work safely in a home with lead-based paint.
- **Contractor education.** Contractors who want information about working safely with lead should contact the National Lead Information Center at 1-800-424-LEAD (5323) for information about courses and resources on lead-safe work practices.



Lead and Your Health

Lead is especially dangerous to children under six years of age.

Lead can affect children's brains and developing nervous systems, causing:

- Reduced IQ and learning disabilities.
- Behavior problems.

Even children who appear healthy can have dangerous levels of lead in their bodies.

Lead is also harmful to adults. In adults, low levels of lead can pose many dangers, including:

- High blood pressure and hypertension.
- Pregnant women exposed to lead can transfer lead to their fetus.

Lead gets into the body when it is swallowed or inhaled.

- People, especially children, can swallow lead dust as they eat, play, and do other normal hand-to-mouth activities.
- People may also breathe in lead dust or fumes if they disturb lead-based paint. People who sand, scrape, burn, brush or blast or otherwise disturb lead-based paint risk unsafe exposure to lead.

What should I do if I am concerned about my family's exposure to lead?

- Call your local health department for advice on reducing and eliminating exposures to lead inside and outside your home, child care facility or school.
- Always use lead-safe work practices when renovation or repair will disturb lead-based paint.
- A blood test is the only way to find out if you or a family member already has lead poisoning. Call your doctor or local health department to arrange for a blood test.

For more information about the health effects of exposure to lead, visit the EPA lead website at www.epa.gov/lead/pubs/leadinfo.htm or call 1-800-424-LEAD (5323).



There are other things you can do to protect your family everyday.

- Regularly clean floors, window sills, and other surfaces.
- Wash children's hands, bottles, pacifiers, and toys often.
- Make sure children eat a healthy, nutritious diet consistent with the USDA's dietary guidelines, that helps protect children from the effects of lead.
- Wipe off shoes before entering house.

Where Does the Lead Come From?

Dust is the main problem. The most common way to get lead in the body is from dust. Lead dust comes from deteriorating lead-based paint and lead-contaminated soil that gets tracked into your home. This dust may accumulate to unsafe levels. Then, normal hand-to-mouth activities, like playing and eating (especially in young children), move that dust from surfaces like floors and windowsills into the body.

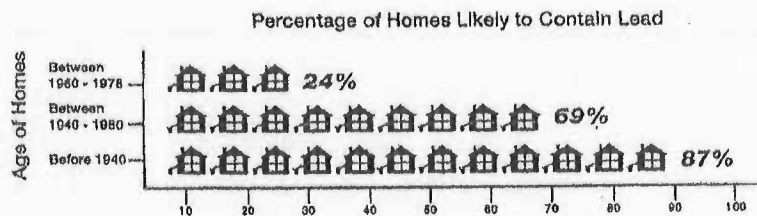
Home renovation creates dust. Common renovation activities like sanding, cutting, and demolition can create hazardous lead dust and chips.

Proper work practices protect you from the dust. The key to protecting yourself and your family during a renovation, repair or painting job is to use lead-safe work practices such as containing dust inside the work area, using dust-minimizing work methods, and conducting a careful cleanup, as described in this pamphlet.

Other sources of lead. Remember, lead can also come from outside soil, your water, or household items (such as lead-glazed pottery and lead crystal). Contact the National Lead Information Center at 1-800-424-LEAD (5323) for more information on these sources.



Checking Your Home for Lead-Based Paint



Older homes, child care facilities, and schools are more likely to contain lead-based paint. Homes may be single-family homes or apartments. They may be private, government-assisted, or public housing. Schools are preschools and kindergarten classrooms. They may be urban, suburban, or rural.

You have the following options:

You may decide to assume your home, child care facility, or school contains lead. Especially in older homes and buildings, you may simply want to assume lead-based paint is present and follow the lead-safe work practices described in this brochure during the renovation, repair, or painting job.

You or your contractor may also test for lead using a lead test kit. Test kits must be EPA-approved and are available at hardware stores. They include detailed instructions for their use.

You can hire a certified professional to check for lead-based paint. These professionals are certified risk assessors or inspectors, and can determine if your home has lead or lead hazards.

- A certified inspector or risk assessor can conduct an inspection telling you whether your home, or a portion of your home, has lead-based paint and where it is located. This will tell you the areas in your home where lead-safe work practices are needed.
- A certified risk assessor can conduct a risk assessment telling you if your home currently has any lead hazards from lead in paint, dust, or soil. The risk assessor can also tell you what actions to take to address any hazards.
- For help finding a certified risk assessor or inspector, call the National Lead Information Center at 1-800-424-LEAD (5323).

For Property Owners

You have the ultimate responsibility for the safety of your family, tenants, or children in your care. This means properly preparing for the renovation and keeping persons out of the work area (see p. 8), it also means ensuring the contractor uses lead-safe work practices.

Beginning April 2010, federal law will require that contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities, and schools built before 1978 to be certified and follow specific work practices to prevent lead contamination.

Until contractors are required to be certified, make sure your contractor can explain clearly the details of the job and how the contractor will minimize lead hazards during the work.

- Ask if the contractor is trained to perform lead-safe work practices and to see a copy of their training certificate.
- Ask them what lead-safe methods they will use to set up and perform the job in your home, child care facility or school.
- Ask if the contractor is aware of the lead renovation rules. For example, contractors are required to provide you with a copy of this pamphlet before beginning work. A sample pre-renovation disclosure form is provided at the back of this pamphlet. Contractors may use this form to make documentation of compliance easier.
- Ask for references from at least three recent jobs involving homes built before 1978, and speak to each personally.

Always make sure the contract is clear about how the work will be set up, performed, and cleaned.

- Share the results of any previous lead tests with the contractor.
- Even before contractors are required to be certified you should specify in the contract that they follow the work practices described on pages 9 and 10 of this brochure.
- The contract should specify which parts of your home are part of the work area and specify which lead-safe work practices should be used in those areas. Remember, your contractor should confine dust and debris to the work area and should minimize spreading that dust to other areas of the home.
- The contract should also specify that the contractor clean the work area, verify that it was cleaned adequately, and re-clean it if necessary.

Once these practices are required, if you think a worker is failing to do what they are supposed to do or is doing something that is unsafe, you should:

- Direct the contractor to comply with the contract requirements,
- Call your local health or building department, or
- Call EPA's hotline 1-800-424-LEAD (5323).

For Tenants and Families of Children Under Age Six in Child-Care Facilities and Schools

You play an important role ensuring the ultimate safety of your family.

This means properly preparing for the renovation and staying out of the work area (see p. 8).

Beginning April 2010, federal law will require that contractors performing renovation, repair and painting projects that disturb lead-based paint in homes, child care facilities and schools built before 1978 that a child under age six visits regularly to be certified and follow specific work practices to prevent lead contamination.

The law will require anyone hired to renovate, repair, or do painting preparation work on a property built before 1978 to follow the steps described on pages 9 and 10 unless the area where the work will be done contains no lead-based paint.

Once these practices are required, if you think a worker is failing to do what they are supposed to do or is doing something that is unsafe, you should:

- Contact your landlord,
- Call your local health or building department, or
- Call EPA's hotline 1-800-424-LEAD (5323).

If you are concerned about lead hazards left behind after the job is over, you can check the work yourself (see page 10).



If your property receives housing assistance from HUD (or a state or local agency that uses HUD funds), you must follow the more stringent requirements of HUD's Lead-safe Housing Rule and the ones described in this pamphlet.

Preparing for a Renovation

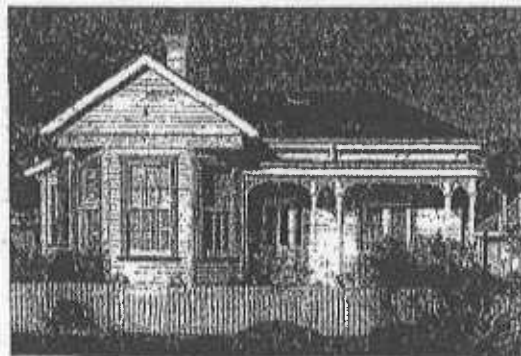
The work areas should not be accessible to occupants while the work occurs. The rooms or areas where work is being done may be blocked off or sealed with plastic sheeting to contain any dust that is generated. The contained area will not be available to you until the work in that room or area is complete, cleaned thoroughly, and the containment has been removed. You will not have access to some areas and should plan accordingly.

You may need:

- Alternative bedroom, bathroom, and kitchen arrangements if work is occurring in those areas of your home.
- A safe place for pets because they, too, can be poisoned by lead and can track lead dust into other areas of the home.
- A separate pathway for the contractor from the work area to the outside, in order to bring materials in and out of the home. Ideally, it should not be through the same entrance that your family uses.
- A place to store your furniture. All furniture and belongings may have to be moved from the work area while the work is done. Items that can't be moved, such as cabinets, should be wrapped in heavy duty plastic.
- To turn off forced-air heating and air conditioning systems while work is done. This prevents dust from spreading through vents from the work area to the rest of your home. Consider how this may affect your living arrangements.

You may even want to move out of your home temporarily while all or parts of the work are being done.

Child care facilities and schools may want to consider alternative accommodations for children and access to necessary facilities.



During the Work

Beginning April 2010, federal law will require contractors that are hired to perform renovation, repair and painting projects in homes, child care facilities, and schools built before 1978 that disturb lead-based paint to be certified and follow specific work practices to prevent lead contamination.

Even before contractors are required to be certified and follow specific work practices, the contractor should follow these three simple procedures, described below:

1. **Contain the work area.** The area should be contained so that dust and debris do not escape from that area. Warning signs should be put up and heavy-duty plastic and tape should be used as appropriate to:

- Cover the floors and any furniture that cannot be moved.
- Seal off doors and heating and cooling system vents.

These will help prevent dust or debris from getting outside the work area.

2. **Minimize dust.** There is no way to eliminate dust, but some methods make less dust than others. For example, using water to mist areas before sanding or scraping; scoring paint before separating components; and prying and pulling apart components instead of breaking them are techniques that generate less dust than alternatives. Some methods generate large amounts of lead-contaminated dust and should not be used. They are:

- Open flame burning or torching.
- Sanding, grinding, planing, needle gunning, or blasting with power tools and equipment not equipped with a shroud and HEPA vacuum attachment.
- Using a heat gun at temperatures greater than 1100°F.

3. **Clean up thoroughly.** The work area should be cleaned up daily to keep it as clean as possible. When all the work is done, the area should be cleaned up using special cleaning methods before taking down any plastic that isolates the work area from the rest of the home. The special cleaning methods should include:

- Using a HEPA vacuum to clean up dust and debris on all surfaces, followed by
- Wet mopping with plenty of rinse water.

When the final cleaning is done, look around. There should be no dust, paint chips, or debris in the work area. If you see any dust, paint chips, or debris, the area should be re-cleaned.



For Property Owners After the Work is Done

When all the work is finished, you will want to know if your home, child care facility, or school has been cleaned up properly. Here are some ways to check.

Even before contractors are required to be certified and follow specific work practices, you should:

Ask about your contractor's final cleanup check. Remember, lead dust is often invisible to the naked eye. It may still be present even if you cannot see it. The contractor should use disposable cleaning cloths to wipe the floor of the work area and compare them to a cleaning verification card to determine if the work area was adequately cleaned.

To order a cleaning verification card and detailed instructions visit the EPA lead website at www.epa.gov/lead or contact the National Lead Information Center at 1-800-424-LEAD (5323) or visit their website at www.epa.gov/lead/nlic.htm.

You also may choose to have a lead-dust test. Lead-dust tests are wipe samples sent to a laboratory for analysis.

- You can specify in your contract that a lead-dust test will be done. In this case, make it clear who will do the testing.
- Testing should be done by a lead professional.

If you choose to do the testing, some EPA-recognized lead laboratories will send you a kit that allows you to collect samples and send them back to the lab for analysis.

Contact the National Lead Information Center at 1-800-424-LEAD (5323) for lists of qualified professionals and EPA-recognized lead labs.

If your home, child care facility, or school fails the dust test, the area should be re-cleaned and tested again.

When the project is done by contract, it is a good idea to specify in the contract that the contractor is responsible for re-cleaning if the home, child care facility, or school fails the test.



For Additional Information

You may need additional information on how to protect yourself and your children while a job is going on in your home, your building, or childcare facility.

- The National Lead Information Center at 1-800-424-LEAD (5323) or www.epa.gov/lead/nlic.htm can tell you how to contact your state, local, and/or tribal programs or get general information about lead poisoning prevention.

- State and tribal lead poisoning prevention or environmental protection programs can provide information about lead regulations and potential sources of financial aid for reducing lead hazards. If your State or local government has requirements more stringent than those described in this pamphlet, you must follow those requirements.
- Local building code officials can tell you the regulations that apply to the renovation work that you are planning.
- State, county, and local health departments can provide information about local programs, including assistance for lead-poisoned children and advice on ways to get your home checked for lead.

- The National Lead Information Center can also provide a variety of resource materials, including the following guides to lead-safe work practices. Many of these materials are also available at www.epa.gov/lead/pubs/brochure.htm.

- Lead Paint Safety, a Field Guide for Painting, Home Maintenance, and Renovation Work
- Protect Your Family from Lead in Your Home
- Lead in Your Home: A Parent's Reference Guide



For the hearing impaired, call the Federal Information Relay Service at 1-800-877-8339 to access any of the phone numbers in this brochure.

EPA Contacts

EPA Regional Offices

EPA addresses residential lead hazards through several different regulations. EPA requires training and certification for conducting abatement, education about hazards associated with renovations, disclosure about known lead paint and lead hazards in housing, and sets lead-paint hazard standards.

Your Regional EPA Office can provide further information regarding lead safety and lead protection programs at www.epa.gov/lead.

Region 1

(Connecticut, Massachusetts, Maine, New Hampshire, Rhode Island, Vermont)
Regional Lead Contact
U.S. EPA Region 1
Suite 1100
One Congress Street
Boston, MA 02114-2023
(888) 372-7341

Region 2

(New Jersey, New York, Puerto Rico, Virgin Islands)
Regional Lead Contact
U.S. EPA Region 2
2690 Woodbridge Avenue
Building 205, Mail Stop 225
Edison, NJ 08837-3679
(732) 621-6671

Region 3

(Delaware, Maryland, Pennsylvania, Virginia, Washington, DC, West Virginia)
Regional Lead Contact
U.S. EPA Region 3
1650 Arch Street
Philadelphia, PA 19103-2029
(215) 814-6000

Region 4

(Alabama, Florida, Georgia, Kentucky, Mississippi, North Carolina, South Carolina, Tennessee)
Regional Lead Contact
U.S. EPA Region 4
61 Forsyth Street, SW
Atlanta, GA 30303-8960
(404) 562-9900

Region 5

(Illinois, Indiana, Michigan, Minnesota, Ohio, Wisconsin)
Regional Lead Contact
U.S. EPA Region 5
77 West Jackson Boulevard
Chicago, IL 60604-3607
(312) 866-6003

Region 6

(Arkansas, Louisiana, New Mexico, Oklahoma, Texas)
Regional Lead Contact
U.S. EPA Region 6
1445 Ross Avenue,
12th Floor
Dallas, TX 75202-2733
(214) 866-6444

Region 7

(Iowa, Kansas, Missouri, Nebraska)
Regional Lead Contact
U.S. EPA Region 7
901 N. 5th Street
Kansas City, KS 66101
(913) 551-7003

Region 8

(Colorado, Montana, North Dakota, South Dakota, Utah, Wyoming)
Regional Lead Contact
U.S. EPA Region 8
1595 Wynkoop Street
Denver, CO 80202
(303) 812-6312

Region 9

(Arizona, California, Hawaii, Nevada)
Regional Lead Contact
U.S. Region 9
75 Hawthorne Street
San Francisco, CA 94105
(415) 947-8021

Region 10

(Alaska, Idaho, Oregon, Washington)
Regional Lead Contact
U.S. EPA Region 10
1200 Sixth Avenue
Seattle, WA 98101-1128
(206) 553-1200

Other Federal Agencies

CPSC

The Consumer Product Safety Commission (CPSC) protects the public from the unreasonable risk of injury or death from 15,000 types of consumer products under the agency's jurisdiction. CPSC warns the public and private sectors to reduce exposure to lead and increase consumer awareness. Contact CPSC for further information regarding regulations and consumer product safety.

CPSC

4330 East West Highway
Bethesda, MD 20814
Hotline 1-(800) 633-2772
www.cpsc.gov

CDC Childhood Lead Poisoning Prevention Branch

The Centers for Disease Control and Prevention (CDC) assists state and local childhood lead poisoning prevention programs to provide a scientific basis for policy decisions, and to ensure that health issues are addressed in decisions about housing and the environment. Contact CDC Childhood Lead Poisoning Prevention Program for additional materials and links on the topic of lead.

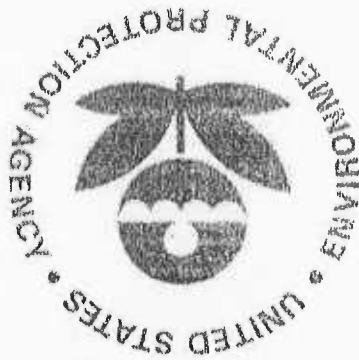
CDC Childhood Lead Poisoning Prevention Branch

4770 Buford Highway, MS F-40
Atlanta, GA 30341
(770) 488-3300
www.cdc.gov/nceh/lead

HUD Office of Healthy Homes and Lead Hazard Control

The Department of Housing and Urban Development (HUD) provides funds to state and local governments to develop cost-effective ways to reduce lead-based paint hazards in America's privately-owned low-income housing. In addition, the office enforces the rule on disclosure of known lead paint and lead hazards in housing, and HUD's lead safety regulations in HUD-assisted housing, provides public outreach and technical assistance, and conducts technical studies to help protect children and their families from health and safety hazards in the home. Contact the HUD Office of Healthy Homes and Lead Hazard Control for information on lead regulations, outreach efforts, and lead hazard control research and outreach grant programs.

**U.S. Department of Housing and Urban Development
Office of Healthy Homes and Lead Hazard Control**
451 Seventh Street, SW, Room 8236
Washington, DC 20410-3000
HUD's Lead Regulations Hotline
(202) 402-7698
www.hud.gov/offices/lead/d



Current Sample Pre-Renovation Form

Effective until April 2010.

Confirmation of Receipt of Lead Pamphlet

- I have received a copy of the pamphlet, *Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools* informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

Printed name of recipient

Date

Signature of recipient

Self-Certification Option (for tenant-occupied dwellings only) —

If the lead pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

- Refusal to sign** — I certify that I have made a good faith effort to deliver the pamphlet, *Renovate Right: Important Lead Hazard Information for Families, Child Care Providers and Schools*, to the rental dwelling unit listed below at the date and time indicated and that the occupant refused to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.
- Unavailable for signature** — I certify that I have made a good faith effort to deliver the pamphlet, *Renovate Right: Important Lead Hazard Information for Families, Child Care providers and Schools*, to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door.

Printed name of person certifying

Attempted delivery
date and time
lead pamphlet delivery

Signature of person certifying lead pamphlet delivery

Unit Address

Note Regarding Mailing Option — As an alternative to delivery in person, you may mail the lead pamphlet to the owner and/or tenant. Pamphlet must be mailed at least 7 days before renovation (Document with a certificate of mailing from the post office).



Future Sample Pre-Renovation Form

This sample form may be used by renovation firms to document compliance with the Federal pre-renovation education and renovation, repair, and painting regulations.

Occupant Confirmation

Pamphlet Receipt

- I have received a copy of the lead hazard information pamphlet informing me of the potential risk of the lead hazard exposure from renovation activity to be performed in my dwelling unit. I received this pamphlet before the work began.

Owner-occupant Opt-out Acknowledgment

- (A) I confirm that I own and live in this property, that no child under the age of 6 resides here, that no pregnant woman resides here, and that this property is not a child-occupied facility.

Note: A child resides in the primary residence of his or her custodial parents, legal guardians, foster parents, or informal caretaker if the child lives and sleeps most of the time at the caretaker's residence.

Note: A child-occupied facility is a pre-1978 building visited regularly by the same child, under 6 years of age, on at least two different days within any week, for at least 3 hours each day, provided that the visits total at least 80 hours annually.

If Box A is checked, check either Box B or Box C, but not both.

- (B) I request that the renovation firm use the lead-safe work practices required by EPA's Renovation, Repair, and Painting Rule; or
- (C) I understand that the firm performing the renovation will not be required to use the lead-safe work practices required by EPA's Renovation, Repair, and Painting Rule.

Printed Name of Owner-occupant _____

Signature of Owner-occupant _____

Signature Date _____

Renovator's Self Certification Option (for tenant-occupied dwellings only)

Instructions to Renovator: If the lead hazard information pamphlet was delivered but a tenant signature was not obtainable, you may check the appropriate box below.

- Declined** - I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below at the date and time indicated and that the occupant declined to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit with the occupant.
- Unavailable for signature** - I certify that I have made a good faith effort to deliver the lead hazard information pamphlet to the rental dwelling unit listed below and that the occupant was unavailable to sign the confirmation of receipt. I further certify that I have left a copy of the pamphlet at the unit by sliding it under the door or by (fill in how pamphlet was left), _____

Printed Name of Person Certifying Delivery _____

Attempted Delivery Date _____

Signature of Person Certifying Lead Pamphlet Delivery _____

Unit Address _____

Note Regarding Mailing Option - As an alternative to delivery in person, you may mail the lead hazard information pamphlet to the owner and/or tenant. Pamphlet must be mailed at least seven days before renovation. Mailing must be documented by a certificate of mailing from the post office.

Note: This form is not effective until April 2010.

FUTURE SAMPLE RENOVATION RECORDKEEPING CHECKLIST
(effective April 2010)

Name of Firm: _____

Date and Location of Renovation: _____

Brief Description of Renovation: _____

Name of Assigned Renovator: _____

Name(s) of Trained Workers, if used: _____

Name of Dust Sampling Technician, Inspector, or Risk Assessor, if used: _____

- Copies of renovator and dust sampling technician qualifications (training certificates, certifications) on file.
- Certified renovator provided training to workers on (check all that apply):
 - Posting warning signs Setting up plastic containment barriers
 - Maintaining containment Avoiding spread of dust to adjacent areas
 - Waste handling Post-renovation cleaning
- Test kits used by certified renovator to determine whether lead was present on components affected by renovation (identify kits used and describe sampling locations and results): _____

- Warning signs posted at entrance to work area.
- Work area contained to prevent spread of dust and debris
 - All objects in the work area removed or covered (interiors)
 - HVAC ducts in the work area closed and covered (interiors)
 - Windows in the work area closed (interiors)
 - Windows in and within 20 feet of the work area closed (exteriors)
 - Doors in the work area closed and sealed (interiors)
 - Doors in and within 20 feet of the work area closed and sealed (exteriors)
 - Doors that must be used in the work area covered to allow passage but prevent spread of dust
 - Floors in the work area covered with taped-down plastic (interiors)
 - Ground covered by plastic extending 10 feet from work area—plastic anchored to building and weighted down by heavy objects (exteriors)
 - If necessary, vertical containment installed to prevent migration of dust and debris to adjacent property (exteriors)
- Waste contained on-site and while being transported off-site
- Work site properly cleaned after renovation
 - All chips and debris picked up, protective sheeting misted, folded dirty side inward, and taped for removal
 - Work area surfaces and objects cleaned using HEPA vacuum and/or wet cloths or mops (interiors)
- Certified renovator performed post-renovation cleaning verification (describe results, including the number of wet and dry cloths used): _____

- If dust clearance testing was performed instead, attach a copy of report.
- I certify under penalty of law that the above information is true and complete.

_____ name and title

_____ date