

At the time of submitting this alteration application, a refundable five hundred dollars (\$500.00) security deposit made payable to **WINDSOR APARTMENTS, INC.**, and a non-refundable fee of \$150.00 payable to The Argo Corporation is required. In the event any damage is done to the common elements of the property during the alteration, or any part of this agreement is not complied with; the Board reserves the right to retain the security deposit as consideration of the violation. The Board of Directors further reserves the right to bill the Shareholder if the cost of damage sustained is above the \$500.00 amount held as deposit. Such sums shall be considered additional maintenance charges are provided in the Proprietary Lease.

I hereby acknowledge and agree that the Building may impose such conditions (as to guarantee of completion including, without limitation, requiring me to post a bond to insure the completion of the proposed alterations, payment for proposed alterations and other charges payable hereunder) as the Building may reasonable require.

2. That all of the proposed changes, structural or otherwise, shall strictly conform to all rules and regulations of all Government authorities having jurisdiction thereof. If required by law or Governmental regulations, I will file plans with and procure the approval of all Governmental agencies having jurisdiction over the work. All applications and permits which may be required will be obtained at my own expense prior to commencing work and, not more than ten day after receipt of such approval, copies of all such applications and permits will be delivered to the offices of the Building's Managing Agent. If there be any doubt as to the need for such approval, the Board shall be the sole and final arbiter in resolving the doubt. In performing the proposed changes, I shall be responsible for the cost of compliance with all applicable government rules and regulations, including without limitation, the American with Disabilities Act of 1990. Public Law 101-336 42 U.S.C. Secs. 12101 et seq. together with all amendments thereto which may be adopted from time to time, and all regulations and rules promulgated thereunder.
3. Before any work begins, I will provide the Building's Managing Agent with a complete copy of every agreement made with contractors and suppliers. All such contractors and suppliers shall be duly licensed by the State of New York. If my use of any contractor, subcontractor, vendor, supplier or other party causes or threatens to cause disharmony, labor disputes, strikes or picketing of any kind whatsoever such party shall be dismissed, removed from the job site and excluded from the building and the work of such party shall be continued by others satisfactory to the Building.
4. Under no circumstances will any work whatsoever be performed on Saturday, Sundays, or Holidays. Other days, work will be performed **only** between the hours of **9:00 a.m. and 5:00 p.m.**
5. The proposed alterations will be completed with _____ days after Governmental approval has been granted or, if not such approval is required by law or regulation, then from the date of approval of this application. In any case, the duration of the proposed work will not exceed one hundred twenty (120) days.

6. All work will be done in such a manner so as not to interfere with the operation of regular building services. All precautions will be taken to prevent dirt and dust from permeating other parts of the building during the progress of the alteration. Rubbish will be placed in barrel or bags before being taken from the Apartment and removed promptly from the premises at my expense by licensed carters. If the elevator is to be used to move rubbish, materials, equipment, supplied or the like, the superintendent will be notified in advance in order to install protective padding and to arrange a time when use of the elevator is least likely to inconvenience other occupants of the building.
7. Before starting, and for the duration of this work, I or the contractor(s) engaged by me will be covered by Workmen's Compensation and by public liability insurance in which **Windsor Apartments, Inc, and The Argo Corporation are named as additional insurers** in minimum amount of \$500,000/\$1,000,000 bodily injury and \$500,000 property damage. Certificates of Insurance confirming such coverage shall be furnished to the Managing Agent prior to the commencement of any work.
8. I undertake to indemnify the Building, its Agents, its Shareholder, tenants and occupants of all Apartment against any damage to persons or property suffered as a result of the work performed hereunder, or any liability whatsoever in connection therewith, whether or not cause by negligence, and I agree to reimburse the Building and its Managing Agent for any expenses (including, without limitation, attorney's fees and disbursements) incurred as a result of such claims. If requested, I shall procure a bond or agreement from an insurance company reasonably acceptable to the Building, ensuring performance of the provision of this paragraph.
9. I will take such protective measures as may be necessary to insure that the building is not damaged. In the event of such damage, I will assume the full cost of repairs of quality and craftsmanship at least equal to the original condition.
10. It is understood that in granting this conditional permission, the Building makes no representation as to the design, feasibility or efficiency of the proposed alterations. I assume all risks to the building and its mechanical systems and to persons and property in the building which may result from or be attributable to the work being performed hereunder, and that I assume all responsibility for the maintenance repair of any alteration and installations after completion. This responsibility covers all work whether or not structural; weather-tightness of windows, exterior walls or roofs, waterproofing of every part of the building directly or indirectly affected by the work; maintenance of any heating, plumbing, air conditioning and other equipment and appliance installed or altered pursuant hereto. If the operation of the building or any its equipment is adversely affected by the work, I shall, when so advised, promptly remove the cause of the problem and effect the complete restoration of the affected aspect of the building or its equipment.
11. Without limitation, the Building may, at its options and at my sole expense, retain a professional engineer or architect to review the plans submitted and to make such personal inspections deemed necessary to ensure that all work is installed in accordance with

normally acceptable standard and meets all governmental agency requirements. I shall promptly upon demand, reimburse the Building or its agent for the cost of a review, modification and/or approval, supervision and/or coordination of the plans and specifications of my alterations. The Building and its agents shall have no liability in connection with such review, modifications, approval, supervision or coordination.

12. I undertake to indemnify and hold the Building harmless from any mechanics' liens or material liens in connection with the proposed work. Shareholder agrees to remove lien within fifteen (15) days. Nothing in this agreement is intended to constitute a consent by the Building to the subjection of its interest, or my interest in the Apartment, the building or land on which the building is located to any lien or claim by any person which supplies any work labor, material service or equipment to me or on my behalf, in performing the propose alteration.
13. It is understood that in granting this conditional permission under the terms of this letter of agreement, the By-Laws and Proprietary Lease of the Building are in no way modified and remain in full force and effect.
14. If the proposed alterations include a change to the Apartment's heating and ventilation system, I will assume all responsibility for said heating delivery and the Building will not be responsible for failure of efficient performance.
15. On completion of the work, I will obtain and deliver to the managing agent, copies of any required certificates of inspection and approval from the appropriate government agencies having jurisdiction, including the Board of Fire Underwriters, and such other proof as may be necessary to indicate all work has been done in accordance with all applicable laws, ordinances and government regulations. I will, at my sole cost and expense, if required, obtain a revised or amended Certificate of Occupancy for the building. However, it is understood that I will not be expected to assume the cost of remedying any violations discovered in the course of obtaining a new or revised Certificate of Occupancy which are unrelated to the approved alterations.
16. Alterations are defined to include any construction or demolition performed, as well as the installation or removal of any and all major appliance. **washing machines and dryers are not permitted in any apartment**.
17. My failure to comply with any of the provisions hereof shall be deemed a breach of the By-laws and Proprietary Lease of **Windsor Apartments, Inc., and, in addition to all other rights of Windsor Apartments, Inc., it may also suspend all work and prevent workmen from entering my Apartment for any purpose other than to remove their tools or equipment.**
18. This agreement may not be changed orally and shall be binding on you, me and our personal representatives and authorized assigns.

I signify my agreement with the foregoing conditions by signing two (2) copies in the space provided below:

_____ **Apartment** _____
Signature of Shareholder

Print Name

Approved: Windsor Apartments, Inc.

By: _____
(Name/title)

Please return all copies to The Argo Corporation, 135-09 83rd Avenue, Kew Gardens, N.Y. 11415. If permission is granted one signed copy will be returned for your records.