

ALTERATION AGREEMENT

This AGREEMENT ("Agreement") made this ____ day of _____, 20__ between the **FIELDSTONDALE MUTUAL HOUSING COOPERATIVE, INC.** (the "Corporation"), having an address c/o Garthchester Realty Associates, 440 Mamaroneck Avenue, Suite 512, Harrison, NY 10528, Attn: Rose Sotero (the "Renovation Coordinator"), and _____ and _____ (collectively, the "Shareholder"), having a mailing address of _____.

W I T N E S S E T H:

WHEREAS, the Shareholder hereby requests permission to make/install the equipment and/or make the alterations as necessary to combine Unit No. ____ and Unit No. ____ (collectively, the "Unit") in the Corporation's building located at 55__ Fieldston Road, Bronx, New York (the "Building") into one single apartment, as described in the accompanying plans and specifications (the "Work"); and

WHEREAS, the occupancy agreement (the "Occupancy Agreement") between the Shareholder and the Corporation provides in substance that no equipment shall be installed and no alterations and/or combinations shall be made in/to the Unit without the consent of the Corporation; and

WHEREAS, the Shareholder desires to obtain such consent;

NOW, THEREFORE, in consideration of the covenants contained herein and other good and valuable consideration the receipt and legal sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Shareholder's Submissions. Together with this Agreement, Shareholder is delivering the following to the Board of Directors:
 - 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 Board of Directors, detailed plans and specifications (the "**Plans**") prepared by a licensed architect or engineer (if the nature of the alteration so requires). A detailed list of all such plans specifications and drawings is annexed hereto as **Exhibit "A"** which shall not be modified by the Shareholder after they are approved by the Corporation's architect or engineer (the "**Corporation's Designated Engineer**") without the Corporation's Designated Engineer's subsequent approval.
 - b. a check in the sum of **Three Thousand Dollars (\$3,000)**, payable to the Corporation for the security deposit required to be posted by the Shareholder as provided for in Paragraph 8 of this Agreement (the "**Security Deposit**"), if required by the Board of Directors; and
 - c. a check in the sum of **Nine Hundred Twenty-Five Dollars (\$925.00)**, payable to **Garthchester Realty Associates** as a processing fee in connection with this request and the Work.

2. Board of Directors' Review of Work as Proposed. Shareholder acknowledges that the Corporation's Designated Engineer, may at Shareholder's expense, review the Plans for the Work and the Shareholder shall make such changes in and to such plans, drawings and specifications as the Board of Directors or the Corporation's Designated Engineer shall require in order to obtain such approval. **The Board of Directors' execution of this Agreement does not constitute consent to the proposed plans, and the Board of Directors retains all of its rights under the Corporation's governing documents including, but not limited to, the House Rules, to withhold consent.** Only written approval of the Plans as provided for above shall constitute the Board of Directors' consent, and any such consent shall be subject to the terms of this Agreement, and any rules established by the Board of Directors for such Work.
3. Pre-Conditions to Commencement of Work by Shareholder. Shareholder agrees that it shall not commence the Work unless and until all of the following have occurred:
 - a. The Corporation's Designated Engineer has approved in writing the Plans submitted by the Shareholder, the Corporation has consented in writing to such Plans, and the Shareholder shall have received a copy of such approval and consent. The Corporation's consent shall be in writing and in the form annexed hereto as **Exhibit "B"** (the "**Consent Letter**").
 - b. Shareholder shall have obtained a completed contractor indemnification ("**Contractor Agreement**") from each of the Shareholder's contractors and subcontractors in such form as attached hereto as **Exhibit "C"** and shall have provided or have caused to be provided copies of all such completed Contractor Agreements to the Corporation. Each Contractor Agreement shall include a provision pursuant to which the contractor or subcontractor (as applicable) agrees to defend (with attorneys chosen by the indemnifying party and "reasonably acceptable" to the Corporation), indemnify and hold harmless the "Indemnified Persons" from and against any and all "Claims, Liabilities and Expenses" for personal injury or property damage arising out of, or in connection with the performance of the Work to the extent undertaken by such contractor or subcontractor (all quoted terms are defined below).
 - c. If required by laws, rules, orders or governmental regulations or the Corporation's Designated Engineer, Shareholder has filed plans, forms or applications (including without limitation any asbestos-related forms filed in support of any applications) with, and procured 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, and, not more than ten (10) business days after receipt of such approval, delivered to the Corporation a copy of every permit or certificate issued. The determination of the Corporation's Designated Engineer as to the need for any such approval shall be conclusive.
 - d. Shareholder has procured from Shareholder's contractor or contractors the insurance policies described on **Exhibit "D"** attached hereto ("**Contractor Required Insurance**"), which policies shall name the Corporation, the Corporation's Board of Directors, officers, directors, agents, shareholders, Designated Engineer, the Renovation Coordinator, and the 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 (i) with companies that are reasonably acceptable to the Board of Directors, and (ii) delivered to the Corporation before the Work commences.

- e. Shareholder shall procure for itself and deliver to the Corporation a copy of Shareholder's insurance policies as required hereunder or, at the Board of Directors' option, a certificate evidencing such insurance.

The term "**Claims, Liabilities and Expenses**" means all claims, suits, actions, proceedings, disputes, controversies or litigation (collectively, "**Litigation**") brought before any court or governmental authority having jurisdiction, or any arbitration or mediation association or alternative dispute resolution body; all liabilities, judgments, awards, losses, damages, penalties, fines, costs and expenses (including, without limitation, reasonable legal fees and disbursements, court costs and associated Litigation expenses) in connection with, or resulting from, such Litigation; any other loss, cost, expense, fine, penalties, fees, etc., which may be incurred by or charged to the Corporation arising out of, or in connection with the Work and any act or omission of Shareholder, or any contractor or subcontractor or agent or Shareholder; together with the per diem interest thereon at the rate equal to the lower of twelve percent (12%) a year or the maximum legal rate, computed from the date each item of cost or expense is paid or incurred to the date reimbursement thereof is received.

The term "**Indemnified Persons**" means the Corporation, the Corporation's Board of Directors, officers, directors, agents, shareholders, the Corporation's Designated Engineer, the Renovation Coordinator, the Shareholder, and the occupants of the Building.

The term "**reasonably acceptable**" or words of similar import means the acceptance of the attorneys, insurer or other matter or item at issue shall not be unreasonably withheld, denied, delayed or conditioned.

4. 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 Corporation's Designated Engineer, the superintendent of the Building and the Renovation Coordinator of the date the Work shall commence and the estimated duration of the Work.
5. Work Done at Shareholder's Risk. Any damage to the Unit or other areas of the Building, including, but not limited to the common structure, infrastructure, mechanical systems 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, therefore. If the Renovation Coordinator advises Shareholder of any damage, which in the Renovation Coordinator's opinion, was caused by the Work, Shareholder shall promptly submit such claim to Shareholder's insurance carrier and to Shareholder's 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 settle damage claims for which they are responsible.

6. Indemnification by Shareholder. Shareholder hereby agrees to defend, indemnify and hold harmless the Corporation, the Corporation's Designated Engineer and employees, the Renovation Coordinator, and other shareholders and residents of the Building against any damages suffered to persons or property as a result of the Work. Shareholder shall reimburse the Corporation, the Corporation's Designated Engineer, Renovation Coordinator, 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 and/or the Shareholder's or any contractor's or consultant's failure to conform with this Agreement or any law or ordinance and which may be incurred by the Corporation in the defense of any suit, action, claim or violation in connection with the Work or the abatement thereof.

7. PERFORMANCE OF THE WORK.

- a. All Costs Associated with Work Done at Shareholder's Expense. Shareholder accepts sole responsibility for the Work and for all costs in connection with the Work. 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 (including attorney's fees) incurred. Shareholder understands and agrees that all costs of labor, equipment and materials incurred by the Corporation, shall be charged to Shareholder as additional maintenance under Occupancy Agreement.
- b. Compliance with Plans and Applicable Rules. Shareholder shall cause the Work to be performed strictly in accordance with the Plans and shall not perform any work not called for by the Plans. In performing the Work, Shareholder shall comply with (i) all applicable laws and legal requirements, (ii) the requirements of all insurance policies covering the Work, the Apartment or the Building, (iii) this Agreement, (iv) the Occupancy Agreement, (v) the House Rules, (vi) the requirements of the Corporation which may be promulgated and revised from time to time (the "**Work Rules**"), and (vii) any directions given by the Renovation Coordinator, the Corporation's Designated Engineer or the superintendent of the Building. A copy of the Work Rules is annexed hereto as **Exhibit "E"**.
- c. Shareholder's Responsibility for Consequences of Work. Shareholder and any successor-in-interest assume(s) 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 performance or existence of the Work and the maintenance and repair of any alterations and installations in the Unit after completion. 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, when so advised, shall promptly remove or correct the cause of the problem as determined by the Board of Directors. Shareholder agrees that any air conditioning units, terrace plantings and/or structures, wherever located in the Building, may be removed by the Corporation for the purpose of repairs, upkeep or maintenance of the Building, at the sole expense of the Shareholder. If

the Shareholder does not promptly remove or correct the problem, the Corporation may have the problem corrected and the Shareholder shall be liable for all costs and expenses incurred therein.

- d. Prohibited Construction Methods. Shareholder recognizes that there will be no change in the operation of the Building's heating system (or air-conditioning system, if any) to facilitate the functioning of any heating or air-conditioning units Shareholder may be installing. Shareholder will not interfere or permit interference with the Building's intercom system, gas, electric, plumbing or any other service. Shareholder agrees that exterior masonry walls shall not be penetrated.
- e. Required Completion Date. Shareholder shall use the Shareholder's best efforts to ensure that the Work is completed expeditiously, but in any event all Work shall be completed within an aggregate of **180** working days from the date of commencement of the Work, or such other period as the Board of Directors, in writing, designates (the "**Required Completion Date**"). The Corporation expresses no opinion regarding the feasibility of completion of the Work within this time period. No Work (other than decorative work, such as painting, wallpapering or carpeting), may be continued beyond the Required Completion Date without the Board of Directors' specific written consent. If the Work shall not have been completed by the Required Completion Date, the Corporation shall be entitled to apply, from the security funds provided pursuant to paragraph 1(b) of this Alteration Agreement, the sum of **\$150.00 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 continuation of the Work would be difficult to determine. The Corporation's application of the security funds provided pursuant to paragraph 1(b) of this Agreement as aforesaid shall be without prejudice and in addition to all other remedies the Board of Directors may have. If the security funds provided pursuant to paragraph 1(b) such funds are fully applied, the Shareholder agrees to pay all amounts due under this paragraph to the Corporation in weekly installments. The determination of whether the Work is completed shall be made by the Board of Directors, and the Board of Directors' determination shall be conclusive. The Shareholder agrees that any consent by the Board of Directors to perform Work after the Required Completion Date may be revoked by the Board of Directors immediately if the Shareholder fails to comply with any requirement of this Agreement or extension of the Required Completion Date.
- f. Work Hours and Noise. The Work shall be performed, only between the hours of 8:30 a.m. and 4:00 p.m. Monday through Friday; provided however, that "noisy work" which may disturb other residents shall not be performed before 9:00 a.m., Monday through Friday. The Work shall not be performed on Saturday, Sundays and holidays. The Board of Directors shall be the sole arbiter should there be any doubt as to noise levels which may be disturbing.
- g. Inspection of Work in Progress. The Corporation's Designated Engineer may 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 Unit, from time to time, to

permit the Corporation's Designated Engineer, the Renovation Coordinator, the superintendent of the Building, or any other person the Board of Directors may authorize, to observe and inspect the Work. Shareholder shall make all corrections specified by the Board of Directors as a result of such inspections, necessary to bring the Work into conformity with the Plans. The Board of Directors' failure to inspect shall not be considered a waiver of the Shareholder's obligation to comply with this Agreement and the approved Plans. Such inspections may be made without notice to the Shareholder at any time when Shareholder, his/her representative, a permitted occupant, or workers are present in the Unit. Shareholder shall promptly correct all parts of the Work (whether or not such work is fabricated, installed or completed) rejected by the Board of Directors because of its failure to conform to the Plans and specifications previously approved by the Board of Directors 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 to the Corporation of any architect or engineer made necessary thereby.

- h. Evidence of Completion. At the completion of the Work, the Shareholder shall obtain and deliver to the Corporation (i) a certificate from the architect or engineer who prepared the Plans (or a successor) certifying that the Work has been completed in accordance with all applicable laws, codes, legal requirements and the Plans (ii) all required final governmental signoffs and approvals, including if the Board of Directors shall require, an amended certificate of occupancy and a certificate of the Board of Fire Underwriters, if either be required, and such other proof as may be necessary to indicate that all Work has been done in accordance with all applicable laws, ordinances and government regulations and (iii) "as built" drawings certified to by the architect or engineer who prepared the Plans originally submitted (or a successor). Such "as built" drawings will include any modifications, revisions or amendments to the original Plans submitted. If an amended certificate of occupancy or certificate of the Board of Fire Underwriters is not required, the Shareholder's Designated Engineer must submit a statement to that effect. The determination of the Corporation's Designated Engineer as to the need for an amended Certificate of Occupancy shall be conclusive.
 - i. Consents. Whenever consents are required or may be given by the Corporation under this Agreement, such consents must be in writing, and the granting or denying of such consents may be in the sole judgment of the Corporation. Notwithstanding anything to the contrary contained herein, all consents of the Corporation may be signed by either an officer of the Corporation, or by a duly authorized employee of the Renovation Coordinator. No consents may be given by the superintendent or any other employee of the Corporation. "Consent" as used in this paragraph shall include any consents or approvals that in any way, or in any manner, amend the Plans or amend the provisions of this Agreement or the By-laws.
- 8. 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. Shareholder agrees that the Corporation may use, apply or retain the whole or any part of the Security

Deposit so deposited and the interest earned thereon, if any, to the extent required for the payment of any sums due the Corporation for any 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 Designated 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 area (including without limitation, the cost of cleaning, shampooing, painting or repairing the same if soiled or otherwise damaged); (d) delays in completion of the Work, as more specifically referred to in Paragraph 7(e) of this Agreement; or (e) any other expenses incurred by the Corporation in connection with any complaints or breach of this Agreement. If the Security Deposit is diminished by one-half of the original amount, Shareholder shall replenish it to the full amount within three (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 the Work, 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 and interest or remaining balance thereof, if any, shall be returned to Shareholder. The Corporation's release of the Security Deposit shall not constitute acceptance of the Work by the Corporation or a waiver of any of the Corporation's rights under this Agreement. Any sums due to the Corporation under this Agreement and not recovered by application of the deposits hereunder shall be chargeable as additional maintenance charges under the Occupancy Agreement.

9. Accessibility. Shareholder agrees that all water, steam, and gas valves will be reasonably accessible. If any portion of the Work should enclose such valves, in violation of this Agreement, then the Board of Directors may (i) require Shareholder, at Shareholder's expense, promptly to remove such enclosure and/or (ii) remove such enclosure at Shareholder's expense.
10. Use of Public and Common Areas During Work. Shareholder will not allow the halls, sidewalks, courtyards 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 construction paper during the Work. If the Work mars or damages the back halls, stairs, or elevators, the Corporation may repair them at Shareholder's expense upon the completion of the Work. Shareholder will take or cause their contractors to take all precautions necessary (including, without limitation, installation of construction paper, plastic and masonite) to prevent damage to the carpeting, wallcovering and other finishes in the Building's hallways, elevators (including the doors and appurtenances) and to other common areas during the progress of the Work. If the Shareholder shall fail to properly install such protection, the Corporation may do so at Shareholder's expense.
11. Shareholder to Maintain Certain Safety Precautions. Shareholder agrees that functioning fire extinguishers and smoke alarms will be maintained in the Unit during the Work. Shareholder agrees that the Work shall not block access to any fire exits in the Building. Shareholder shall have smoke detectors installed within 15 feet of every sleeping area on the ceiling or wall pursuant to Local Law 62 of 1981 of the City of New York, and Shareholder shall install window guards if a child or children 10 years old or under lives or resides in the Unit pursuant to Section 131.15 of the New York City Health

Code.

12. Shareholder to Control Refuse, Dirt, Dust, Lead Based Paint, etc.

- a. 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 Unit. 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 Unit 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 Shareholder 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. In the event that the Board of Directors, in its sole discretion, believes that the dirt or dust is unreasonable, the Board of Directors shall have the right to temporarily suspend the Work until a solution acceptable to the Board of Directors is found.
- 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) isolating 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). The Shareholder shall only hire contractor(s) who have received the necessary governmental certification to perform such work and shall cause the contractor(s) to provide evidence of such certification to the Corporation. The Shareholder shall cause the Shareholder's contractors and/or workers to perform their work consistently with the recommendations of the Task Force and shall upon the completion of the work perform specialized cleaning of the work area using methods designed to safely remove dust and debris which may contain lead.
- c. No more than sixty (60) days prior to beginning renovation activities in the Unit, the contractor shall provide the Shareholder with the Environmental Protection Agency (the "EPA") pamphlet entitled, The Lead-Safe Certified Guide to Renovate Right, (the "Pamphlet"). If the Unit is occupied by other than the Shareholder, the contractor shall provide the occupant with the Pamphlet. The contractor shall be responsible for obtaining the Shareholder's or the occupant's written acknowledgment of receipt of the Pamphlet or a certificate of mailing evidencing same. The Shareholder hereby acknowledges that the Corporation has no liability or obligation in connection with this notification requirement of the EPA.

13. 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 any liability, multi-peril casualty or other insurance policies carried by Shareholder or for Shareholder's benefit. 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 abatement-work.
14. Acceptance of Responsibility by Shareholder and Shareholder's Successor in Interest.
- a. The Shareholder releases the Corporation, the Renovation Coordinator, the Corporation's agents and employees from any liability for damage to the portions of the Unit affected by the Work which may occur in the performance of Building maintenance repairs. Notwithstanding anything to the contrary contained in the Corporation Documents, the Shareholder accepts sole responsibility for the Work and costs in connection with the maintenance, repair, restoration or replacement of any portions of the Unit affected by the Work and acknowledges that such responsibility shall pass to the Shareholder's successor-in-interest in the Unit. In the event the Corporation must undertake any repairs in the Building (which are, pursuant to the Occupancy Agreement, the responsibility of the Corporation), any restoration of the Work after such repairs shall be the sole responsibility of the Shareholder, notwithstanding any provision of the Occupancy Agreement to the contrary.
 - b. Shareholder or Shareholder's successor-in-interest (i) shall advise each subsequent purchaser of the Unit (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 the Purchaser; (iii) shall waive any claim or cause of action against the Corporation, the Board of Directors or the Renovation Coordinator, for advising a potential Purchaser of the obligations of the owner of the Unit under this Agreement, (iv) have the Assumption of Alteration Agreement, in substantially the same form annexed as **Exhibit "F"**, executed by successor-in-interest. Shareholder hereby waives any claim against the Corporation on account of (a) the Corporation advising a potential Purchaser of the provisions of this Agreement, including this Paragraph 14, and/or (b) refusing to consent to or register the transfer of the Unit to such potential Purchaser unless and until such potential Purchaser shall execute and deliver to the Corporation an agreement in the form of **Exhibit "F"** hereto.
15. Work is of Shareholder's Sole Design. Shareholder recognizes that by granting consent to the Work, the Board of Directors does not express any opinion as to the design, feasibility or efficiency of the Work. Notwithstanding any approval of the Plans by the Corporation's Designated Engineer or any consent by the Board of Directors, the Shareholder shall be solely responsible for the Plans, for insuring compatibility with the systems and facilities of the Building and for compliance with applicable laws and codes. Any such approval or consent shall not constitute an assumption by the Board of Directors or the Corporation's Designated Engineer of any responsibility or liability for the Work or the Plans, nor an approval, acknowledgment or admission of the accuracy, suitability or soundness of such Plans, or their conformity with applicable laws, as well as codes, regulations, rules and requirements of any governmental authority having jurisdiction thereof (all of the foregoing are referred to herein as "legal requirements").

16. Miscellaneous.

- a. This Agreement may not be changed orally.
- b. This Agreement shall be binding on legal representatives, successors and authorized assigns.
- c. Captions are for the purposes of convenience of reference only and are not to be considered in interpreting this Agreement.
- d. This Agreement, the Occupancy Agreement and the By-Laws represent the only agreements between the Board of Directors and the Shareholder, relative to the subject matter hereto. No amendment, revocation, supplement or change to this Agreement, nor any revisions to the Plans, nor any consents or waivers, may be made by anyone (including, but not limited to, the Board of Directors' superintendent or other employees), other than by (i) an officer of the Board of Directors, or (ii) an authorized employee of the Renovation Coordinator, and in either case, only in writing.
- e. The Board of Directors and Shareholder waive trial by jury in any action or proceeding under this Agreement.
- f. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of New York, and the parties hereto agree that jurisdiction to any controversy shall be with the courts of New York and determined in the City and County of New York.
- g. Any word or term in this Agreement that is used in the singular shall include the plural and vice versa. Any word or term of any gender shall include any other gender.
- h. If the Board of Directors asserts any claim or institutes any action or proceeding under this Agreement to enforce the provision hereof or based on a default or violation thereof by the Shareholder, then the Shareholder shall be responsible for all reasonable legal fees and costs of the Board of Directors in connection with such claim or in connection with any such action or proceeding in which the Board of Directors is the prevailing party. All amounts due from the Shareholder hereunder shall constitute additional maintenance under the Occupancy Agreement.
- i. Each notice, request, consent, election, demand or other communication (collectively, "notice") to be given or made hereunder by either party hereto shall be in writing and delivered to the address first above written and shall either be delivered by hand delivery or by a nationally recognized next day delivery service (e.g. FedEx). Such notice shall be deemed given on the next business day after such hand delivery or the notice is placed in the possession of the delivery service.
- j. All attachments and exhibits hereto are incorporated herein and made a part hereof.

17. 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 CORPORATION'S GOVERNING DOCUMENTS, PURSUANT TO WHICH THE BOARD OF DIRECTORS' CONSENT HAS BEEN GRANTED, IN ADDITION TO ALL OTHER RIGHTS, THE BOARD OF DIRECTORS MAY ALSO SUSPEND THE WORK AND PREVENT WORKERS FROM ENTERING SHAREHOLDER'S UNIT FOR ANY PURPOSE OTHER THAN TO REMOVE THEIR EQUIPMENT. IN SUCH EVENT, THE BOARD OF DIRECTORS 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.

18. Permission. By executing this Agreement, the Board of Directors is granting permission to the Shareholder to perform the Work pursuant to the Plans and this Agreement. This permission can be revoked at any time on written notice to the Shareholder as a result of Shareholder's or its agent's violation of the terms of this Agreement. The Corporation also agrees to perform its obligations under this Agreement.

[SIGNATURES FOLLOW]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first set forth above.

SHAREHOLDER:

**FIELDSTONDALE MUTUAL HOUSING
COOPERATIVE, INC.**

By: _____

Name:

Title:

EXHIBIT "A"

**DETAILED LIST OF
SHAREHOLDER'S PLANS SUBMITTED WITH THIS
ALTERATION AGREEMENT**

PLANS:

DRAWINGS:

SPECIFICATIONS:

EXHIBIT "B"

CONSENT AND NOTICE TO PROCEED

[On Corporation Letterhead]

Date:

[Shareholder(s)]
[Shareholder(s)'] Address]

Re: Alteration in Apt. No. ____ (the "Apartment")

Dear [Shareholder]:

We have reviewed the Alteration Agreement dated _____ submitted by you in connection with your proposed alterations of the Apartment. All capitalized words or phrases in this letter shall have the same meaning as defined in the Alteration Agreement.

The Corporation hereby consents to the proposed work referenced in the Alteration Agreement and specified in Exhibit "A" thereto. All of the plans submitted by you and approved by the Corporation's Designated Engineer, which sets forth the Work, shall be initialed by you, the Corporation's Designated Engineer, and an officer of the Corporation. This consent is not effective until such Plans are fully initialed and have been delivered to the Corporation or its Renovation Coordinator. Further, this consent is subject to all of the terms, conditions and provisions contained in the Corporation's Occupancy Agreement, By-Laws, and the Alteration Agreement.

This consent is also conditioned upon your commencement of the Work no later than _____, 20____, and the completion of the no later than _____, 20____ (the "Required Completion Date"), TIME BEING OF THE ESSENCE. This deadline is material to our consent, and we have relied upon this representation by you in giving you this consent to proceed.

This consent is not a consent to any alterations other than those included in the Plans. Any deviation from the Plans, or additional alterations or work, must be consented to in writing by an officer of the Corporation or an authorized employee of the Renovation Coordinator. Please note that neither the Superintendent nor any employee of the Corporation shall have the authority to give any consent or otherwise bind the Corporation.

Reminder: you must be in compliance with all pre-conditions set forth in Paragraphs 3 and 4 of the Alteration Agreement between us, including, but not limited to, the insurance requirements, prior to the commencement of the Work.

Very truly yours,
FIELDSTONDALE MUTUAL
HOUSING COOPERATIVE, INC.

By: _____

_____, President

EXHIBIT "C"

CONTRACTOR AGREEMENT

[On Contractor Letterhead]

Attn: Board of Directors of Fieldston Mutual Housing Cooperative, Inc.
c/o Garthchester Realty Associates, Attn: Rose Sotero

Re: Apartment #

Building: 55__ Fieldston Road, Bronx, New York

Dear Sir/Madam:

This letter will confirm that the undersigned has (i) reviewed and fully understood the terms and provisions of the Alteration Agreement dated _____, 20__ (the "Agreement") between The Board of Directors (the "Board of Directors") of Fieldston Mutual Housing Cooperative, Inc. (the "Corporation") and _____ (the "Shareholder"); (ii) agrees to abide by the terms of the Agreement and the Corporation's governing documents and the rules and regulations ("House Rules") now or hereafter in effect; and (iii) agrees to take all necessary precautions for the safety of the undersigned Contractor's workers, and the workers of its subcontractors, and shall apply with applicable federal, state, and municipal laws and regulations, including without limitation Sections 240, 241 (6), 202, and 200 of the NYS Labor Law, 12 NYCRR 23 and 21, and the federal OSHA law.

The undersigned further agrees that it will not make any claim against, or seek to recover from the Corporation, the Corporation's Board of Directors, officers, directors, agents, shareholders, the Corporation's Designated Engineer, the Renovation Coordinator, the Shareholder, and the occupants of the Building (collectively, the "**Indemnified Parties**") for any damage to persons or property (including loss of use thereof) arising out of or in connection with the performance of the Work described in the Agreement by Contractor, its agents, servants, subcontractors or employees, or the use by undersigned Contractor, its agents, servants, subcontractors or employees of facilities of the Corporation, unless the loss or damage is due to gross negligence, willful misconduct or unlawful conduct of the Indemnified Party.

The undersigned further agrees to the fullest extent permitted by law and at its own cost and expense, to indemnify, defend and hold harmless the Indemnified Parties and all other occupants of the Building from and against all claims, loss (including attorneys' fees, witness fees and all court costs), damages, expense and liabilities related to loss of life, injury to any person or property (including loss of use thereof) or any damages arising out of or in any way relating to the performance of the work by undersigned Contractor, its agents, servants, subcontractors or employees, or the use by undersigned Contractor, its agents, servants, subcontractors or employees of facilities of the Corporation, unless the loss or damage is due to gross negligence, willful misconduct or unlawful conduct of the Indemnified Party.

The undersigned further agrees to maintain in full force and effect at all times during the performance of the Work such insurance coverage in such limits and with such additional insureds as specified in **Exhibit "D"** to the Agreement and shall provide Acord 25 certificates of insurance naming the required additional insureds as shown on **Exhibit "D"** to the Agreement. Contractor shall also provide a current Acord 855 New York Construction Certificate of Liability Insurance Addendum upon requested.

The undersigned represents and warrants that it is a duly authorized representative of the Contractor and is authorized to bind it to the foregoing waivers, covenants and indemnifications.

Sincerely,

(Name of Contractor)

By: _____

Name:

Title:

Subscribed and sworn to before me

this ____ day of _____, _____

Notary Public

EXHIBIT “D”

CONTRACTOR REQUIRED INSURANCE

Shareholder’s Contractor shall provide insurance of the types and in not less than the limits set forth below with a company or companies satisfactory to the Board of Directors, licensed to do business in the State of New York, and all such policies shall name ***the Corporation, the Corporation’s Board of Directors, officers, shareholders, and the Renovation Coordinator*** as additional named insureds. No diminution of limits of insurance will be permitted.

- (i) **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.
- (ii) **COMPREHENSIVE GENERAL LIABILITY**, including Contractor’s Liability and Blanket Contractual Liability (oral or written including, without any limitation, coverage of the indemnity found under this Alteration Agreement) 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 II paragraph B (1)) is to be deleted. The Completed Operations Coverage is to extend for a period of one year following termination of the Work and Contractual Indemnity Coverage is also 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 Board of Directors’ consent. The policy cannot include any exclusion relating to an “injury to an insured employee (action over)” that negates the contractual liability exception under this policy.

\$1,000,000.00 BODILY INJURY & PROPERTY DAMAGE
(combined single limit)

- (iii) **COMPREHENSIVE AUTOMOBILE LIABILITY (if applicable)**, including non-ownership and hired car coverage, as well as owned vehicles:

\$1,000,000.00 BODILY INJURY & PROPERTY DAMAGE
(combined single limit)

- (iv) **UMBRELLA LIABILITY, BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE: \$3,000,000 COMBINED** (combined single limit). 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 the premiums due thereunder have been paid. Such certificates shall provide that the said insurance may not be canceled, terminated or modified without ten (10) days' written advance notice thereof to the Corporation. The 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 Board of Directors 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 are escorted by a member of the Building's staff, they shall be permitted to remove their tools and supplies, 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 and the 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, the Shareholder's account and the account of Contractor. Compliance with the foregoing requirements to carry insurance and furnish certificates shall not relieve the Shareholder or the Contractor from liability assumed under any provisions of this Agreement.

Compliance with the foregoing requirements to carry insurance and furnish certificates shall not relieve the Shareholder from liability assumed under any provisions of this Agreement.

The Contractor's 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 Exhibit "D" shall constitute a waiver of or limitation of any other rights or remedies the Corporation may have for consequential damages or otherwise.

EXHIBIT “E”

WORK RULES

1. All walls shall be 2-hour fire rated walls (not 1 hour).
2. The terrace appurtenant to Apt. ____ shall not be touched.

EXHIBIT "F"

ASSUMPTION OF ALTERATION AGREEMENT

WHEREAS, by a certain deed dated _____, 20____, _____
("Assignee") will acquire all of the right, title and interest of _____ ("Assignor") in
and to a certain cooperative unit _____ (the "Unit") in Fieldstonale Mutual Housing
Cooperative, Inc. (the "Corporation"), located at _____, Bronx, New
York; and

NOW, THEREFORE, in consideration of the premises and the waiver of the right of
first refusal by the Board of Directors of the Corporation pursuant to the terms of the
Corporation's Occupancy Agreement and By-Laws (collectively, the "Corporate Documents") in
connection with the transfer of the Unit, Assignee hereby **ASSUMES AND AGREES TO
PERFORM AND COMPLY** with all the terms, covenants and conditions of that certain
Alteration Agreement between Assignor and the Corporation dated _____, 20____ (copy
attached hereto), including, without limitation, the obligation to maintain and repair, at
Assignee's expense, the alteration work which was the subject of the Alteration Agreement and
any structures, fixtures, appliances, or other items installed or built in connection with such
alteration work.

Any breach of this Assumption Agreement or the obligations assumed hereby shall be a
breach of the Assignee's obligations under the Occupancy Agreement of the Corporation.

This Assumption Agreement and all of its provisions shall be binding on Assignee and
[her][his] estate, heirs, executors, administrators, personal representatives, successors and
assigns.

New York, New York

Date: _____, 20____.

_____, Assignee

STATE OF NEW YORK)
) ss.:
COUNTY OF _____)

On this _____ day of _____, _____, before me personally came,
_____, to me known and known to me to be the individual described in and
who executed the foregoing instrument, and duly acknowledged to me that [she][he] executed
the same.

Notary Public



Garthchester Realty

www.GarthchesterRealty.com

440 Mamaroneck Ave., Suite S 512
Harrison, New York 10528
(914) 725-3600 F: (914) 725-6453

98-20 Metropolitan Ave., Suite 1
Forest Hills, New York 11375
(718) 544-0800

***COI MUST BE WRITTEN AS FOLLOWS:**

DESCRIPTION of OPERATIONS/ADDITIONAL INSURED:

1. Name of Resident, Address & Apt. #
2. **Fieldstonale Mutual Housing
Cooperative, Inc.**
3. GARTHCHESTER REALTY

CERTIFICATE HOLDER:

**Fieldstonale Mutual Housing Cooperative,
Inc.**

c/o GARTHCHESTER REALTY
440 Mamaroneck Ave., S-512
Harrison, NY 10528

SAMPLE



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 INSURERS(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 Insurance Agency Name Insurance Agency Address		CONTACT NAME: FULL NAME OF CONTACT	
		PHONE (A/C, No, Ext): PHONE OF CONTACT	FAX (A/C, No): FAX OF CONTACT
		E-MAIL ADDRESS: EMAIL ADDRESS OF CONTACT	
		INSURER(S) AFFORDING COVERAGE	
		INSURER A: CARRIER 1 - AM BEST (A-) OR BETTER	
INSURED NAMED OF INSURED (MUST MATCH SIGNED CONTRACT) FULL CURRENT ADDRESS OF CONTACT		NAIC #	
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

COVERAGES **CERTIFICATE NUMBER:** **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.

INS R LT R	TYPE OF INSURANCE	ADD L INS R	SU BR WD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS																				
A	GENERAL LIABILITY <div><div><input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY</div><div><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR</div><div><input checked="" type="checkbox"/> Blanket Contractual Liability</div></div> <div>GEN' L AGGREGATE LIMIT APPLIES PER: <div><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- <input checked="" type="checkbox"/> LOC</div></div>	X	X	\$1,000,000 / \$2,000,000 MINIMUM	CURRENT	CURRENT	<table><tr><td>EACH OCCURRENCE</td><td>\$1,000,000</td></tr><tr><td>DAMAGE TO RENTED PREMISES (Ea Occurrence)</td><td>\$100,000</td></tr><tr><td>MED EXP (Any one person)</td><td>\$5,000</td></tr><tr><td>PERSONAL & ADV INJURY</td><td>\$2,000,000</td></tr><tr><td>GENERAL AGGREGATE</td><td>\$2,000,000</td></tr><tr><td>PRODUCTS-COMP/OP AGG</td><td>\$2,000,000</td></tr></table>	EACH OCCURRENCE	\$1,000,000	DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$100,000	MED EXP (Any one person)	\$5,000	PERSONAL & ADV INJURY	\$2,000,000	GENERAL AGGREGATE	\$2,000,000	PRODUCTS-COMP/OP AGG	\$2,000,000								
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A	AUTOMOBILE LIABILITY <div><div><input checked="" type="checkbox"/> ANY AUTO</div><div><div><input type="checkbox"/> ALL OWNED AUTOS</div><div><input checked="" type="checkbox"/> SCHEDULED AUTOS</div></div><div><div><input checked="" type="checkbox"/> HIRED AUTOS</div><div><input type="checkbox"/> NON-OWNED AUTOS</div></div></div>	X	X	\$1,000,000 MINIMUM	CURRENT	CURRENT	<table><tr><td>COMBINED SINGLE LIMIT (Ea accident)</td><td>\$1,000,000</td></tr><tr><td>BODILY INJURY (Per Person)</td><td>\$</td></tr><tr><td>BODILY INJURY (Per accident)</td><td>\$</td></tr><tr><td>PROPERTY DAMAGE (Per accident)</td><td>\$</td></tr></table>	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	BODILY INJURY (Per Person)	\$	BODILY INJURY (Per accident)	\$	PROPERTY DAMAGE (Per accident)	\$												
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A	<div><div><input checked="" type="checkbox"/> UMBRELLA LIAB</div><div><input checked="" type="checkbox"/> OCCUR</div></div> <div><div><input checked="" type="checkbox"/> EXCESS LIAB</div><div><input type="checkbox"/> CLAIMS-MADE</div></div> <div><div><input type="checkbox"/> DED</div><div><input type="checkbox"/> RETENTION \$</div></div>	X	X	SEE AGREEMENT	CURRENT	CURRENT	<table><tr><td>EACH OCCURRENCE</td><td>See agreement</td></tr><tr><td>AGGREGATE</td><td>See agreement</td></tr></table>	EACH OCCURRENCE	See agreement	AGGREGATE	See agreement																
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A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	\$1,000,000 MINIMUM NEW YORK STATE DISABILITY - Statutory	CURRENT	CURRENT	<table><tr><td><input checked="" type="checkbox"/></td><td>WC STATU- TORY LIMITS</td><td><input type="checkbox"/></td><td>OTH- ER</td><td>STATUTORY LIMITS</td></tr><tr><td colspan="4">E.L. EACH ACCIDENT</td><td>\$1,000,000</td></tr><tr><td colspan="4">E.L. EACH ACCIDENT - EA EMPLOYEE</td><td>\$1,000,000</td></tr><tr><td colspan="4">E.L. DISEASE - POLICY LIMIT</td><td>\$1,000,000</td></tr></table>	<input checked="" type="checkbox"/>	WC STATU- TORY LIMITS	<input type="checkbox"/>	OTH- ER	STATUTORY LIMITS	E.L. EACH ACCIDENT				\$1,000,000	E.L. EACH ACCIDENT - EA EMPLOYEE				\$1,000,000	E.L. DISEASE - POLICY LIMIT				\$1,000,000
<input checked="" type="checkbox"/>	WC STATU- TORY LIMITS	<input type="checkbox"/>	OTH- ER	STATUTORY LIMITS																							
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E.L. DISEASE - POLICY LIMIT				\$1,000,000																							

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

<<Unit Owner >>, <<Condominium >>, and <<Managing Agent>> are named as additional insureds (policy form CG201011/85 or equivalent) for ALL operations by Contractor or by any of its subcontractors or agents. Liability policies include a Primary/Non-Contributory endorsement and a waiver of subrogation endorsement in favor of the Additional Insureds, their agents and employees. Liability policies shall have NO limitations or exclusions for injuries to employees, subcontractor employees, location or type of work performed.

Loc. <<unit address>>

CERTIFICATE HOLDER:

	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 MUST BE SIGNED