

Valley Park



ESTATES

Renovation Procedures

Prior to performing any type of work, alteration, renovation, modernization, painting, repair, replacement, or installation in your apartment, you must request and obtain prior approval of the Co-operative Corporation. In order to obtain this approval, simply follow the below guidelines. In the best interest of the Co-operative and its Shareholders, the Co-operative will only allow licensed and insured contractors to perform work in a Shareholder's unit. Construction, repair work, alterations, and installations:

- a) *The Lessee shall obtain the Board's prior written approval for any type of construction, repair work, alterations, installation, or work in an apartment. An Alteration Agreement* and a damage deposit of \$500 shall be submitted to the Manager's Office ten days before the proposed commencement date of work for approval. Only upon written approval from the Manager's Office may the Lessee commence proposed work.*
- b) *The Lessor will only permit licensed and insured contractors to perform any plumbing, electrical, carpentry, tile, flooring, or demolition work in the apartments. Unlicensed and uninsured persons will not be permitted to perform any work that includes plumbing, electrical, carpentry, tile, flooring, or demolition.*
- c) *Construction, repair work, alterations, any installations, furniture, or appliance delivery shall be conducted on weekdays and Saturdays (not including legal holidays) between 8:00 A.M. and 5:00 P.M.*
- d) *Hallway carpeting shall be covered suitably to prevent debris from being embedded.*
- e) *When a contractor is engaged to perform any renovation, repair, or installation, the following is to be included with the submission of the Alteration Agreement:*
 1. *Copy of the Contractor's Home Improvement License*
 2. *Certificate of Liability insurance Listing Valley Park Estates Owners Corp. as Additional Insured*
 3. *Minimum 1 Million Dollars liability coverage*
 4. *Proof of Workmen's Compensation coverage*
 5. *A detailed list of the proposed work*
- f) *The Lessee shall cause its contractor to cover the common area to prevent construction debris embedded in the carpeting or cause damage to the carpeting, wall coverings, or other finishes in the Building's hallways and other common areas. The Lessee's failure to safeguard the common area as required will result in a \$250 cleaning fee per occurrence.*
- g) *The hallway area is to remain clean, clear, and unobstructed at all times.*
- h) *All construction debris must be removed from the property by the contractor performing work.*

Should you require clarification or have any questions regarding renovation procedures, please do not hesitate to contact the Manager's Office.

* Alteration Agreement can be found on the Co-op's website: valleyparkestates.com or send an email request to valleypark@me.com.

Please note that failure to abide will result in a \$500 fine assessed against your account.

1017 Fenwood Drive ♦ Valley Stream, NY 11580 ♦ 516-285-6699
Email: valleypark@me.com

Valley Park



ESTATES

ALTERATION AGREEMENT

This **Agreement**, made as of _____ between **Valley Park Estates Owner's Corp.** (the "Corporation") having a mailing address of 1017 Fenwood Drive, Valley Stream, New York 11580 and _____ (the "Shareholder") having a mailing address of _____ Apt. _____ Valley Stream, New York 11580

WITNESSETH:

WHEREAS, the Shareholder desires to make alterations in apartment ____ (the "Apartment") at _____ Valley Stream, New York 11580

WHEREAS, the By-laws of the Corporation between the Shareholder and the Corporation provides that no alterations shall be made in the Apartment without the prior consent of the Corporation; and

WHEREAS, the Shareholder desires to obtain such consent;

NOW, THEREFORE, the parties agree as follows:

1. Shareholder's Submissions. Together with this **Agreement**, Shareholder is delivering to the Corporation:
 - a. Contractor's Certificate of Liability Insurance (minimum of 1 Million dollars liability) The insurance certificate must name Valley Park Estates Owners Corp., 1017 Fenwood Drive Valley Stream NY 11580 as ***additionally insured***. Certificates naming Valley Park Estates **as certificate holder will not be accepted**.
 - b. Proof of Workmen Compensation from each contractor to be used in the renovation of your apartment.
 - c. Copy of the Contractor's Home Improvement License issued by the Dept. of Consumer Affairs. Please note that any plumbing or electrical work must be performed by a licensed plumber or licensed electrician and a copy of their license(s) must be submitted as well.

- d. Scope of work to be performed.
- e. A check in the amount of \$ 500 payable to Valley Park Estates Owner's Corporation for the security deposit as required to be posted by the Shareholder as provided for in Section 13 of this Agreement.

2. Review of scope of work submitted by the Shareholder shall be subject to review and approval by the Corporation, and the Shareholder shall make such changes in and to such plans, drawings and specifications as the Corporation shall require in order to obtain such approval. The term "Scope of Work" as used in this **Agreement** shall refer to the plans, drawings and specifications as approved in writing by the Corporation and the term "Work" shall refer to the work called for by the Plans or any other work performed by or on behalf of the Shareholder. After approval by the Corporation, the Plans shall not be modified without the prior written approval of the Corporation. Notwithstanding any approval of the Plans by the Corporation, 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.

3. The Corporation's execution of this Agreement does not constitute consent to the work called for by the plans, drawings and specifications submitted by the Shareholder, and the Corporation retains all of its rights under the Proprietary Lease to withhold consent. Only written approval of such plans, drawings and specifications as provided for above shall constitute the Corporation's consent to the Work called for by the Plans, and any such consent shall be subject to the terms of this **Agreement**.

4. Preconditions to Commencement of Work by Shareholder. The Shareholder shall not commence the Work unless and until all of the following have occurred:

- a. The Corporation shall have approved the plans, drawings and specifications submitted by the Shareholder.
- b. The Shareholder shall have submitted to the Corporation (ten days prior to commencement of proposed work) (i) a list of all contractors and subcontractors who will perform the Work and (ii) complete copies of all agreements entered into with such contractors and/or subcontractors.
- c. The Shareholder shall have made all required filings with, and received all required permits, approvals, licenses and consents from, all governmental agencies having jurisdiction over the Work, and the Shareholder shall have furnished copies of all such filings, permits, approvals, licenses and consents to the Corporation. The determination of the Corporation's Managing Agent as to the need for any such filing, permit, approval, license or consent shall be conclusive.

Initials _____

- d. The Shareholder shall have caused each of its contractors to furnish to the Corporation the insurance policies described in Section 1(a) attached hereto or certificates thereof. Such policies (i) shall name the Corporation, the Corporation's officers, Directors and Shareholder, the Corporation's Managing Agent and the Shareholder, as Additional Insured, (ii) shall be issued by companies reasonably acceptable to the Corporation and (iii) shall provide that they may not be canceled or terminated without at least ten (10) days prior written notice to the Corporation. The Shareholder shall cause all such insurance policies to be kept in full force and effect until the completion of the Work.

5. Shareholder to Give Notice Prior to Commencement of Work. Prior to commencing the Work, the Shareholder shall give at least five (5) days' prior written notice to the Corporation's Managing Agent, of the date on which the Work will commence and the estimated duration of the Work. In the event that the water or heating service to the apartment must be turned off, the Shareholder shall give at least 24 hour notice, likewise to have water or heating service restored. A charge of \$50 for every subsequent turn off/on request.

6. Performance of the Work.

a. The Shareholder shall perform the Work strictly in accordance with the Plans and shall not perform any Work not called for by the Plans. In performing the Work, the Shareholder shall comply with (i) all applicable laws and codes, (ii) the requirements of all insurance policies covering the Work, the Apartment or the Building, (iii) this **Agreement**, (iv) the Proprietary Lease, (v) the House Rules governing Valley Park Estates Owner's Corp., (vi) the requirements of the Corporation and (vii) any directions given by the Managing Agent of the Building.

b. Work Hours and Noise. The Shareholder shall perform the Work diligently and in a manner so as not to disturb other residents of the Building. The Work shall be performed only on Mondays through Saturdays (excluding Holidays) between the hours of 8:00 A.M. and 5:00 P.M.; provided however, that any noisy work which may disturb other residents shall not be performed before 9 am. Any work performed before or after hours will incur a Fine of one hundred dollars per occurrence. The Work shall not be performed on Sundays or Holidays. Any work performed on a Sunday or Holiday will incur a Fine of two hundred dollars per occurrence. The Corporation shall be the sole arbiter should there be any doubt as to noise levels which may be disturbing.

7. Inspection and Correction of the Work. The Corporation shall have the right from time to time to inspect or observe the Work, and for this purpose the Shareholder shall provide access to the Apartment to the Managing Agent, the Superintendent of the Building, or any other person the Corporation may authorize.

The Shareholder shall promptly make all corrections required by the Corporation in order to conform to the Plans and the other requirements of this **Agreement**. If the Corporation so requires, such corrections shall include the removal and replacement of non conforming work. The Corporation's failure to inspect shall not be considered a waiver of the Shareholder 's obligation to comply with this **Agreement**.

8. Damage or Adverse Effect Caused by the Work. The Shareholder shall be responsible for any damage to or any other adverse effect upon the Apartment or the Building (including the structure, shell, systems, equipment, fixtures and finishes of the Building) caused by or resulting from the Work, regardless of when such damage or adverse effect becomes apparent. If any such damage or adverse effect shall occur or arise, the Corporation may (a) require the Shareholder, at its expense, promptly to repair the damage or remedy the condition giving rise to such adverse effect and/or (b) repair such damage or remedy such condition at the Shareholder 's expense. Without limiting the generality of the foregoing, the Shareholder specifically acknowledges that this Section 8 shall be applicable to any damage to the carpeting, wall coverings or other finishes in the Building's hallways and other common areas (including without limitation, the cost of replacement, cleaning, shampooing, painting, or repairing the same if soiled or otherwise damaged). If the Managing Agent advises the Shareholder of any damage which, in the Managing Agent's opinion, was caused by the Work, the Shareholder shall promptly submit a claim to the Shareholder's insurance carrier and to Shareholder's contractor for submission to its insurance carrier, and the Shareholder agrees to use all reasonable efforts, and to cause the contractor to use all reasonable efforts, to cause such insurance carriers to expeditiously review and settle all such claims for which they are responsible. The provisions of this paragraph shall not limit the Shareholder 's liability under this Section 8.

9. Indemnification by Shareholder. The Shareholder shall indemnify and hold harmless the Corporation, the Corporation's Officers, Directors and Shareholders, the Corporation's Designated Engineer, the Managing Agent and the other residents of the Building (the Indemnified Persons) against any loss, cost, claim, damage (including damage to persons or property) or expense arising out of or related to the Work or any act or omission of the Shareholder or any of its contractors, subcontractors, architects, engineers or consultants, including reasonable attorneys fees and disbursements incurred by any of the Indemnified Persons in the defense of any such claim or any suit, action or proceeding based thereon.

10. Shareholder to Bear All Costs Associated with Work. The Shareholder shall be responsible for all costs incurred by the Shareholder or the Corporation in connection with the Work or this **Agreement**, including the fees and disbursements of any attorney, architect, engineer or consultant retained by the Corporation in connection with the Work or this **Agreement**. Without limiting the generality of the foregoing, the Shareholder specifically agrees to reimburse the Corporation for all charges for the review of the plans, drawings and specifications submitted by the Shareholder, for inspection of the Work or otherwise related to the Work or this **Agreement**.

11. Additional Requirements.

- a. *No Change in Building Heating.* 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 which the Shareholder may be installing.
- b. *Prohibited Construction Methods.* The Shareholder shall not interfere with the Building's intercom, gas, electric, heating, or plumbing system or any other Building system or service. The Shareholder shall not penetrate any exterior Building wall.
- c. *Accessibility of Valves.* The Shareholder shall insure that all water, gas and other valves remain accessible during the performance of and after the completion of the Work. If any valve is enclosed in violation of this **Agreement**, then the Corporation may (i) require the Shareholder, at its expense, promptly to remove such enclosure and/or (ii) remove such enclosure at the Shareholder's expense.
- d. *Use of Public and Common Areas During Work.* The Shareholder shall not allow the halls, sidewalks, courtyards and other public areas to be used for the storage of building materials or debris. **The Shareholder shall cause its contractor to cover and protect the common area in order to prevent construction debris embedded in the carpeting or cause damage to the carpeting, wall coverings or other finishes in the Building's hallways, and other common areas.** The Shareholder's failure to safeguard the common area as mentioned will result in a **\$250** cleaning fee per occurrence.
- e. *Shareholder to Control Refuse, Dirt, Dust, etc.* Shareholder shall take all precautions to prevent dirt and dust from permeating other parts of the Building during the progress of the Work, and shall place all materials and rubbish in barrels or bags before removing the same from the Apartment. All such barrels, bags and all rubbish, rubble, discarded equipment, empty packing cartons and other materials shall be removed from the Apartment and taken out of the Building at Shareholder's expense.

- f. 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 side of the Building.

Notwithstanding the foregoing, the placement of any dumpsters shall comply with all governmental regulations, including without limitation, obtaining any necessary permits.

12. Shareholder to Comply with Laws. The 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, casualty or other insurance policies carried by Shareholder or for Shareholder's benefit. The Shareholder shall comply with all federal, state and local laws, rules, and regulations pertaining to the Work, including any such laws, rules and regulations pertaining to lead-based paint, asbestos and other hazardous material.

13. Maintenance and Repair of the Work. Notwithstanding anything to the contrary contained in the Proprietary Lease, the Shareholder shall be responsible for the maintenance, repair and replacement of the Work and any portions of the Apartment affected by the Work, and for all costs incurred by the Corporation or the Shareholder in connection therewith. Furthermore, the Shareholder releases the Corporation, the Managing Agent, the Corporation's agents and employees from any liability for damage to the Work or any portion of the Apartment affected by the Work however arising.

14. Shareholder's Security Deposit: As security for the faithful performance and observance by Shareholder of the terms and conditions of this **Agreement**, the Shareholder has deposited the sum indicated in Section 1(e) with the Corporation. The 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 of any sums due to the Corporation under this **Agreement**. If the deposit is diminished by one-half of the original amount, the Shareholder shall replenish it to the full amount within (3) days after written demand. The 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 here under. If the Shareholder shall comply with all of the terms and conditions of this **Agreement**, the security deposit or remaining balance thereof, if any, shall be returned to the Shareholder after completion of the Work. 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 security deposit shall be chargeable as additional rent under the Lease.

Initials _____

15. Miscellaneous. This **Agreement** and the Lease represent the only agreements between the Corporation and the Shareholder relative to the subject matter hereto. This **Agreement** may not be changed orally. This **Agreement** shall be binding on 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**. The Corporation and Shareholder waive trial by jury in any action or proceeding under this **Agreement**.

16. Shareholder's Breach and Corporation's Remedies. Any breach by the Shareholder of any of the provisions of this **Agreement** shall constitute a breach of the Proprietary Lease and shall entitle the Corporation to exercise all of the rights and remedies therein provided. In addition, the Corporation shall also have the right (a) to suspend the Work and prevent workers from entering the Apartment for any purpose other than to remove their tools, and/or (b) to revoke its consent to the Work, and/or (c) to exercise any of the rights and remedies provided for herein. The remedies provided for herein and in the Lease shall not be exclusive and the Corporation shall also be entitled to exercise any of the remedies provided by applicable law.

17. Required Completion Date. The Shareholder shall cause the Work (other than decorative work such as painting, wallpapering and carpeting) to be completed on or before the **Required Completion Date. Which shall not exceed 30 days** (excluding weekends and holidays) after the commencement of the Work. If the Work (other than decorative work as aforesaid) shall not be completed on or before the Required Completion Date, the Shareholder shall pay to the Corporation, as liquidated damages on account of late completion, **the sum of \$100 per day** (excluding weekends and holidays) until the Work is completed. The determination of whether the Work is completed shall be made by the Corporation, and the Corporation's determination shall be conclusive.

Commencement date of work is _____
Require completion date is _____

IN WITNESS WHEREOF, the Shareholder and the Corporation have executed this **Agreement**.

By: _____ Dated _____

By: _____ Dated _____
Jose Pastrana,
Managing Agent
Valley Park Estates Owner's Corp.