



REFCO MANAGEMENT CO. INC.

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ROCK HILL NY 12775

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[WWW.REFCOMANAGEMENT.COM](http://WWW.REFCOMANAGEMENT.COM)

### Alteration Requirements

- 1 - Alteration agreement signed, with Copy of unit owner's liability insurance.
- 2 - List of all Contractors and Sub-Contractors
- 3 - All Contractors Proposals must meet NYC requirements with the name, address license # and the required three-day cancellation clause. Including Sub-Contractors
- 4 - Copy of all Contractors license and salesman license. EPA Lead Paint Certificate
- 5 - All Contractors Certificate of insurance with Workman's Compensation coverage. It also must include the Coop Corporation, Refco Management Co. Inc. and the unit owners as additional insured.
- 6 - We Need to provide a list of scope of work being performed.
- 7 - We need all contracts signed by both parties.
- 8 - We need the Indemnity Agreement signed (Original)
- 9 - We need the Co-op House rules signed by all contractors and the owner.
- 10 - All paper work must be submitted as one package we will not accept any papers individually.
- 11 - A check payable to Refco Management Co. Inc. In the amount of \$350.00

Please do not hesitate to contact us if you have any questions

TO: \_\_\_\_\_, *Owner* RE: Apartment No. \_\_\_\_\_

C/O Refco Management Co. Inc. *Managing Agent* Building \_\_\_\_\_

P O Box 1027  
Rock Hill, New York 12775

Gentlemen:

Pursuant to paragraph # 21 of my Proprietary Lease, I hereby request permission to install the equipment and make the alterations described in the annexed document (hereafter collectively referred to as the "work") in the above apartment.

If such permission be granted: Commencement Date: \_\_\_\_\_  
Completion Date: \_\_\_\_\_

1. I agree, before any work is begun:

(a) To provide you with a complete and conformed copy of every agreement made with contractors and suppliers. (Attached is scope of work with Plans/drawing.)

(b) If required by law or Government regulations, to me plans with and procure the approval of all Governmental Agencies having jurisdiction over the work, and not more than ten (10) days after receipt of such approval, to deliver to a copy of every permit or certificate issued. If there be any doubt as to the need for such approval, you shall be the sole arbiter in resolving the doubt. AU plumbing work must be done by licensed plumbers and all electrical work must be done by licensed electrician. Plumber and electricians must comply with all NYC Codes.

(c) To procure from my contractor, or contractors:

(i) Comprehensive personal liability and property damage insurance policies, each in the amount of \$1,000,000.00, which policies name you and your Managing Agent, as well as myself as parties insured. Such policies shall provide that they may not be terminated until at least ten days after written notice to you; and

(ii) Workmen's Compensation and employees liability insurance policies, covering all employees of the contractor, contractors or subcontractors.

All such policies or certificates evidencing their issuance, shall be delivered to you.

(d) No construction/alteration shall start without prior written approval from the Board.

2. If you are required or shall deem it wise to seek legal, engineering or architectural advise prior to granting permission, I agree to reimburse you, on demand, for reasonable fees incurred, and if permission be granted, then, in any event, prior to commencement of any work. I UNDERSTAND ALL PLANS, AGREEMENTS, PROPOSALS, ETC., MUST BE IN TRIPPLICATE. GAS LINES ARE NOT TO BE MOVED OR ALTERED!

(a) I assume all risks of damage to the building and its mechanical systems, anti to persons and property in the building which may result from or be attributable to the work being performed hereunder and all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all work, whether or not structural, weather tightness of windows, exterior 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, I shall when so advised, promptly remove the cause of the problem.

(b) I recognize 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 I may be installing.

(c) The alterations and materials used shall be of the quality and style in keep ping with the general character of the building.

(d) I undertake to indemnify you, your Managing Agent and tenants or occupants of the building for any damages suffered to person or property as a result of the work performed hereunder, whether or not caused by negligence, and to reimburse you and your Managing Agent for any expenses (including without limitation attorneys' fees and disbursements) incurred as a results of such work.

(e) If, after making any alterations or installing any equipment referred to herein, I shall:

(i) seek to exercise my right to terminate my Proprietary Lease pursuant to paragraph thereof, I will on your demand, but at my expense, restore the premises and equipment to their condition prior hereto, agreeing that compliance with this agreement shall be a condition precedent to the cancellation of my lease, or

[ii] seek to transfer the corporate shares allocated to the apartment and the Proprietary Leases appurtenant thereto, I will, if requested by you, either restore the premises and equipment to their condition prior hereto or provide you

with an agreement by any transferee to assume all of my obligations hereunder, including my continuing obligations and understanding expressed in subparagraphs (a) through (d) of this paragraph 3.

4. All permitted work shall be completed within \_\_\_\_\_ days after Governmental approval thereto has been granted on, if no such approval is required by law or regulation, then from the date hereof.

5. No work shall be done, except between the hours of 9AM and 4PM, Saturdays, Sundays and holidays excluded, and any work which can produce unusual noises, which might be disturbing to building occupants, shall not be done before 10:00 AM.

6. All precautions will be taken to prevent dirt and dust from permeating other parts of the building during the process of the alteration. Materials and rubbish will be placed in bags, or barrels, before being taken out of the apartment. All such barrels or bags, rubbish, rubble, discarded equipment, empty packing cartons and other materials will be taken out of the building and removed from the premises at my expense. I will pay the super for any "extra work he may do, and you must pay the super for any emergencies that make him work overtime.

7. I will bear the entire cost of alterations and installations and pay all bills incurred in connection therewith, not later than thirty days after completion of the work. If any mechanic's liens be filed for work claimed to have been done or materials alleged to have been supplied, I shall cause such liens to be discharged within 10 days after such filing. If I fail so to do, you may exercise any and all of your rights and remedies under the Proprietary Lease or this agreement.

8. At the completion of the work, I will deliver to you 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 all work has been done in accordance with all applicable laws, ordinances and Government regulations.

9. I recognize that by granting consent to the work, you do not profess to express any opinion as to the design, feasibility or efficiency of the work.

10. My failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the Proprietary Lease, pursuant to which your consent has been granted, and, in addition to all other rights, you may also suspend all work and prevent workmen from entering my apartment for any purpose other than to restore their tools or equipment.

11. This agreement may not be changed orally. This agreement shall be binding on you, me, and our personal representatives.

12. I will notify my neighbors in advance of the work, above, below and around.

13. Before commencement of any work, a list of all contractors, plumbers, electricians, etc., with their schedules, telephone numbers, and beeper numbers, or cell phones.

14. I have received a copy of the House Rules.

Very Truly Yours,

Tenant

Tenant

Annexed Hereto is the "work" documents & rider of  
\_\_\_ pages, which are, made a part of this agreement.

Permission Granted:

Owner

By: \_\_\_\_\_  
Agent

To: Board of Directors

Re; Indemnity Agreement

To the fullest extent permitted by law \_\_\_\_\_, (hereby known as contractor), agrees to indemnify and hold harmless the following entities: \_\_\_\_\_, It's Board of Directors, Refco Management Co. Inc., and any other affiliated or controlled entities of the project owner or manager from any and all claims, suits, damages, liabilities, professional fees, costs, expenses and disbursements, related to the death, personal injury, property damage or any other related claims brought or assumed against contractor by any person, firm or entity arising out of or in connection with the work performed by the Contractor under this agreement, whether caused by whole or in part by the Contractor or any per son employed directly or indirectly by the Contractor.

In addition, contractor agrees to name \_\_\_\_\_ . It's Board of Directors, and Refco Management Co. Inc., as Additional Insured on Contractor's Commercial General Liability Insurance Policy. The Contractor's Commercial General Liability Insurance Policy must cover ongoing and completed operations. Additional, the policy needs to provide for Contractual Liability for liability assumed under this contract by the Contractor and all other contracts relative to this project.

By: \_\_\_\_\_  
President

Date:  
State of New York  
County of : \_\_\_\_\_

On this \_\_\_\_\_ day of \_\_\_\_\_ in the year 20 \_\_\_\_\_,

before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he/she resides at that he/she is the President of and that he/she signed his/her name thereto by like order.

\_\_\_\_\_  
NOTARY PUBLIC

## "Certificate of Insurance Requirements"

1> Certificate must have the following as additional insured's

- a> Name of Coop &
- b> It's Board of Directors
- c> Refco Management Co Inc.
- d> Unit Owners Name (Tenant's Name)

2> 10 Day notice, not the normal 30 day cancellation clause

3> Certificate Holder Is; Refco Mgmt. Co. Inc.  
P O Box 1027  
Rock Hill, New York  
12775

**4> If you are using more than one vendor; each vendor i.e., electrical, plumbing, carpentry, need to submit their own certificate with the requirements above.**

**5> Certificates must include Workmen's Compensation Coverage.**

**REFCO MANAGEMENT CO. INC.  
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