



60-33 Marathon Parkway, Little Neck, New York 11362 • (718) 428-6011 • Fax (718) 428-8110

TO: ALL SHAREHOLDERS

FROM: THE MANAGEMENT OFFICE

SUBJECT: ALTERATION AGREEMENT AND APPLIANCE
REPORTING

The attached alteration agreement must be **COMPLETED**, and given to the Management Office, for approval by the Operations Manager. **No work can be started** until the agreement is approved, signed and a copy returned to the shareholder.

Please follow all instructions and make sure that you call Maintenance at 718-631-8550 for a Rough-in Inspection, when your contractor does the plumbing and electrical work and before the walls are closed. If the Rough-in Inspection is not done, the walls will have to be reopened for the inspection.

Please make sure that your contractor follows all Deepdale Gardens Corporations Plumbing and Electrical Requirements listed on page one of the Alteration Agreement all electrical components used in the alteration (ventilating fans, light fixtures ,ceiling fans) must be energy star rated.

The last page of the agreement is the Shareholder's New Appliance Installation Form. **Please remove this page and hold on to it, until your appliances are installed and inspected by the Maintenance Department. Then complete the form and return it to the Management Office. DO NOT** give this form to anyone but the **Management Office Staff**, to ensure that the appliance charges are added to your maintenance bill. It is the shareholder's responsibility to return the form for signature and processing. **ALL APPLIANCES INSTALLED MUST BE ENERGY STAR RATED APPLIANCES IF THEY ARE AVAILABLE. If you choose non energy star rated appliances additional appliance surcharges will be incurred.** It is also the shareholder's responsibility to confirm on their maintenance statement that they are being charged for the appliances installed in the apartment. If you do not pay the required fees for the appliances, **FINES AND BACK CHARGES WILL BE INCURED.**



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**TO: ALL RESIDENTS: GAS DRYER and WASHING MACHINE
COMPLIANCE NOTIFICATION ADVISORY**

The City of New York has instituted a complex set of requirements for the installation of Gas Dryers (not electric dryers) and Washing Machines (not portable washers that drain into the sink). The City now strictly enforces these rules, which apply to *existing, new or replacement* appliance installations in your apartment. As a result, all shareholders and residents are required to follow these City-mandated rules, which are explained below.

NYC DOB INSTALLATION REQUIREMENTS FOR WASHERS & GAS DRYERS

The NYC Department of Buildings (DOB) requires all WASHING MACHINES and all GAS DRYERS (existing, new or replacement installations): (1) to be filed by a NYC licensed Plumber with the DOB *prior* to installation and (2) to be installed by a NYC licensed Plumber in accordance with all applicable NYC Building Codes.

Installing a code-compliant **Washing Machine** or bringing an existing one into compliance in a Deepdale Gardens Corporations apartment is likely to be costly due to changes in *plumbing-related* NYC Building Codes. Washers require 2" drain lines be converted to 3" drain lines which involves running lines into basements and through first-floor apartment walls. Other requirements deal with the number of appliances being connected to common drains and vents, and these requirements are affected by the location of the appliances.

NYC Building Codes for **Gas Dryers** are stringent and code-compliant installations can also be expensive due to changes in *plumbing-related* NYC Building Codes. Rigid gas piping needs to be updated and insulated rigid vent piping must now be installed through the exterior wall, no closer than 4' from the nearest window. Flexible dryer vent hoses can no longer be used, all valves must be lockable, and the Gas Dryer, itself, must be within a certain distance of the main gas line. All of this is avoided by using an Electric Dryer instead of a Gas Dryer. Electric dryers do NOT require a DOB Permit and may be a better appliance choice for most residents.

Prior to any installation of a Washer, Gas Dryer, you must first file an Appliance Alteration Agreement, if you haven't previously done so.

WHAT ARE YOUR OPTIONS IF YOU HAVE A WASHER AND/OR GAS DRYER IN YOUR APT?

If you currently have a Washer or Gas Dryer in your apartment and you have never filed for a NYC DOB Permit, the City deems that you're in violation. **THESE ARE YOUR OPTIONS:**

1) REMOVE THE APPLIANCE(S). As previously mentioned, the cost to install a Washer and Gas Dryer is prohibitive and removing the appliance(s) may be your best choice. In some instances, and for technical NYC Code reasons, it may not even be possible to bring your appliance into compliance.

2) PAY TO HAVE THE APPLIANCE(S) INSTALLED in accordance with NYC DOB Code Requirements. A NYC-licensed Plumber must be used for the installation and to file all permits with DOB. If you decide to choose this very expensive option, the co-op will work with your Plumber to file the proper DOB permits. Electric Dryers do NOT have to be filed with DOB but will require the use of a dedicated, single-use electrical outlet that can be installed by a licensed Electrician, if such an outlet does not currently exist.

3) KEEP YOUR APPLIANCE(S) and make your own arrangements for their disposition.

**COMPLIANCE WITH THE NYC WASHER AND GAS DRYER REQUIREMENTS IS SOLELY YOUR RESPONSIBILITY.
ALL SHAREHOLDERS AND RESIDENTS ARE SUBJECT TO THESE RULES.**

NYC DEPT OF BUILDINGS AND ENVIRONMENTAL CONTROL BOARD (ECB) VIOLATIONS

Violations occur when Washers and Gas Dryers are installed without first filing for a DOB permit, regardless of how long ago they were installed. If DOB finds the un-filed appliance(s) during an apartment inspection, it will assess a monetary violation and require that the violation be cured. Although DOB apartment inspections are rare, they may occur in certain circumstances such as a Con Ed gas leak in your building. If DOB discovers that there are no permits on file for your appliance(s), a DOB/ECB violation will be issued, and you will be fully responsible for violation fees and any other costs associated with bringing your appliance(s) into compliance. Even removal of appliances at that time may not eliminate all DOB/ECB violation fees.

THE BOARD UNDERSTANDS that the once simple process of installing a Washer or Gas

Dryer has been "turned on its head" by these NYC-mandated rules that make compliance financially onerous and stressful. We are equally concerned as you, but unfortunately, have been unable to mitigate these rules with DOB despite our best efforts. We only ask that you direct any complaints and objections to your NYC Councilmember and not to the co-op staff.

DEEPDALE GARDENS ALTERATION AGREEMENT

Shareholder Name(s): _____

Address: _____

Phone No.: (H) _____ (C) _____ (W) _____

Account No.: _____ Upper / Lower (Circle One)

Room(s) to be renovated: _____

Commencement Date of renovation: _____

Contractor's Name: _____

Address: _____

Phone No.: _____ Emergency Phone No.: _____

Contractor's License #: _____

Lead Paint Certification: _____

Plumber's Name & License #: _____

Electrician's Name & License #: _____

*All Permits must be provided before approval is given.

- If installing a washing machine and/ or GAS dryer the contractor must open a Department of Buildings permit. (Not required for an electric dryer).
- If you are removing a wall with a gas line a Department of Buildings permit is required.

*If installing a new bathroom the Lead Bend must be changed, lead or cast iron (NO PVC)

* BX electrical cable (a.k.a. armored cable) is the only approved cable permitted for use in Deepdale Gardens.

*Shareholder must sign Page 6, Paragraph 21

*Shareholder must initial Page 2, Paragraph 4

*Shareholder must initial Page 5, Paragraph 16

*Contractor must sign and notarize Page 7

FLOOR PLANS MUST BE PROVIDED AND ATTACHED
LICENSES MUST BE PROVIDED AND ATTACHED
INSURANCE CERTIFICATE MUST BE PROVIDED prior to approval

Maintenance Department Approval: _____ Date: _____
Signature

Copy sent to the Management Office by: _____ Date _____

Maintenance Department Rough-in Inspection: (See page 2)

Approved _____ Date _____
Signature

Maintenance Department Final Inspection

Approved _____ Date _____

DEEPDALE GARDENS CORPORATION

ALTERATION AGREEMENT

The parties agree as follows:

1. Insurance Requirements.

- a. The Shareholder shall maintain during the period that the Work is being undertaken (and during any warranty period given to the Shareholder by the contractor or subcontractor) general liability insurance of not less than \$1,000,000.00, which insurance may be a part of a homeowner's insurance policy and/or a personal liability umbrella. Each of the Shareholder's contractors and subcontractors shall maintain throughout the duration of its portion of the Work (and any warranty period given to the Shareholder by the contractor or the subcontractor) the insurance policies described on Exhibit "C" attached hereto ("**Contractor Required Insurance**").
- b. Both the Shareholder's and the Contractor Required Insurance policies (i) shall name the Shareholder and the Indemnified Persons as insured parties, (ii) shall be issued by companies licensed to do business and admitted in the State of New York, and reasonably acceptable to the Corporation and (iii) shall provide that they may not be cancelled or terminated without at least ten (10) days' prior written notice to the Corporation. Each insurance policy or certificate of insurance rejected by the Corporation shall be corrected as necessary and shall be resubmitted until approved. Failure to reject a certificate or a policy shall not relieve the Contractor or the Shareholder of the obligation to provide insurance in accordance with this Agreement. Such insurance shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible maintained by the Indemnified Persons.

2. PERMITS

All work shall be done in accordance with the New York City Building Code, by licensed contractors, and by skilled mechanics and licensed mechanics in those trades requiring licensing, and jurisdiction, including the Board of Fire Underwriters. All required permits should be secured by the Shareholder at his/her sole expense before any work is commenced, and Shareholder shall give copies to the Management Office upon receipt of same.

3. REQUIREMENTS

Below are the plumbing and electrical requirements of Deepdale Gardens Corporations:

- The Drain line from the bathtub to the main stack must be replaced in ALL renovations.

- PVC Piping is NOT permissible.
- K Tubing must be used for copper pipes. A sample of the pipe must be presented to the inspector.
- GFCI – Ground Fault Circuit Interrupters must be installed in the kitchen/bathrooms regardless of whether the wiring is being changed.

4. **INSPECTIONS***

All work will be inspected as work progresses and at completion by superintendent, Maintenance Department/ Operation Manager or any designated representative of the Corporation*.

- a. Demolition - We reserve the right to inspect when walls have been demolished and existing interior piping and wiring are visible, and before piping and wiring have been disturbed.
- b. Piping/Electrical Wiring – A Rough-In inspection is required after new and relocated piping and electrical wiring have been installed and before the walls have been closed. BX electrical cable, also known as armored cable, is the only approved cable permitted for use in Deepdale apartment renovations.

In order to facilitate the “Rough-In” inspection and to ease the scheduling burden for the shareholder, it is recommended that the shareholder make an appointment with the maintenance office for this inspection, affording as much lead time as possible, but no later than 48 hours prior to the anticipated closing time of the wall.

If inspection approval is not given, the work will remain halted until proper correction is made and approved. Given reasonable notice, inspections will be made promptly so as not to delay any work and approval will not be unreasonably withheld.

**** Note: If the shareholder fails to notify the Maintenance Department and inspection does not occur prior to closing the walls, the shareholder will be obligated to open a portion of the wall to enable inspection of new wiring and plumbing at the shareholder’s expense.**

Shareholder Initials: _____

5. **PROFESSIONAL ADVICE AND SERVICES**

If in the opinion of the Board of Directors it is necessary to seek professional architectural or engineering advice prior to approving this request or during the progress of any work, or if legal advice or services should be required, Shareholder agrees to pay reasonable fees for any such services.

6. INDEMNIFICATION BY SHAREHOLDER.

The Shareholder shall defend (with attorneys chosen by the Shareholder and reasonably acceptable to the Corporation), indemnify and hold harmless the Indemnified Persons from and against any Claims, Liabilities and Expenses 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. This agreement to indemnify specifically contemplates full and complete indemnity in the event liability is imposed against any one or more of the Indemnified Persons without any negligence on their part and based solely by reason of statute, operation of law or otherwise, and partial indemnity in the event of any actual negligence on the part of the applicable Indemnified Persons either causing or contributing to the underlying claim. In the event an Indemnified Person(s) is contributorily negligent, indemnification shall be limited to any liability imposed over and above that percentage of liability attributable to such contributory negligence of the applicable Indemnified Person(s), whether by statute, by operation of law or otherwise.

7. WORK HOURS, NOISE AND ODORS

The work shall be performed, between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday and between the hours of 10:00 a.m. and 3:00 p.m. Saturdays. No work is permitted on Sunday. The Corporation shall be the sole arbiter should there be any doubt as to noise levels, which may be disturbing. In addition, the apartment will be properly ventilated by the shareholder and/or the contractor during the renovation process and they will do all that is necessary and properly to prevent noxious odors.

8. USE OF PUBLIC AND COMMON AREAS DURING WORK

Shareholder and/or contractor will not allow the sidewalks, courtyards, hallways and other public areas to be used for the storage of building materials or debris.

9. SHAREHOLDER TO MAINTAIN CERTAIN SAFETY PRECAUTIONS

Shareholder agrees that the contractor have, at all times, functioning fire extinguishers and smoke alarms that will be maintained in the Apartment during the work.

10. WORKER SUPERVISION AND IDENTIFICATION

All workmen shall be supervised on site by a foreman capable of communicating with the Building Superintendent or Managing Agent in English. All workmen shall provide the Maintenance office with a list of the names and other identification material, if requested.

All workmen must sign in and out and indicate how long they will work.

11. RUBBISH AND PROTECTION

Shareholder agrees to keep the premises free from accumulation of waste material, rubbish or debris as a result of any Work. At the completion of each work day and at the completion of any Work, Shareholder and/or contractor agrees to remove all rubbish and debris from and about his premises, including all tools and surplus material, and shall leave the premises "broom clean," or its equivalent. All rubbish, rubble, discarded equipment, empty packing cartons and other materials will be taken out of the Apartment and removed from Corporate Property by Dumpster or other proper means.

12. RESTORATION OF PREMISES

Shareholder and/or contractor specifically agrees that in the event he seeks to transfer the corporate share allocated to the apartment and the Occupancy Lease appurtenant thereto, he shall if requested by the Corporation, either restore the premises and equipment to their condition prior hereto, or provide the Corporation with an agreement by the transferee to accept and maintain the Work. Such restoration or agreement with the transferee shall be a condition precedent to transfer of the share and lease as in the proprietary lease.

13. LABOR RELATIONS

Shareholder assumes and accepts full responsibility for harmonious labor relations to the extent that any work might affect them, and will immediately take whatever steps may be necessary to rectify any labor problem which might arise from the conduct of any work.

14. LIENS AND NOTICES

Shareholder will pay all bills for all such work hereunder in a complete and timely manner as agreed upon with his contractors and suppliers. In the event any mechanics liens, claims or notices of any kind are filed, which become a lien against the Corporation, Shareholder agrees to cause such filing to be discharged or satisfied, by bonding or otherwise within ten (10) days after he has been notified that a filing has been recorded.

15. OPINION

The granting by the Corporation of permission for any work does not express or imply any opinion whatever as to its design, feasibility or efficiency.

16. .DAMAGE

Shareholder assumes responsibility for any and all damage which may occur to any other

apartment and to common areas as a result of any work. Shareholder assumes all risk of loss for the work being done under this agreement.

Shareholder Initials: _____

17. NON-COMPLIANCE

Failure on the part of the Shareholder to comply with any provision of this Agreement shall be deemed to be a breach of Shareholder's Lease. In addition to all other rights and remedies available to the Corporation, the Corporation may suspend all work and prevent materials, equipment and workmen from entering Shareholder apartment except for the purpose of removing the tools of their trade.

18. HAZARDOUS MATERIALS

Shareholder and contractor shall comply with all federal, state and local laws, rules, regulations pertaining to asbestos, lead paint 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. In addition, Shareholder agrees to indemnify the Corporation for any and all loss, costs, expenses (including without limitation reasonable attorney's fees and disbursements), damages, liabilities or fines: (i) arising from failure by Shareholder or any consultant or contractor retained by Shareholder to fully conform to all of the foregoing, or (ii) incurred by the Corporation in the defense of any suit, action, claim or violation in connection with the abatement-work.

19. PLANS and DRAWINGS

- a. Detailed plans, specifications and drawings of the work, shall be submitted with this Agreement, including a room-by-room list of all alterations to be undertaken, and if required by the Corporation, detailed plans and specifications (the "Plans") prepared by a licensed architect or engineer, which shall not be modified by the Shareholder after they are approved by the Corporation.
- b. Apartment windows and window frames are corporate property and cannot be changed or altered by the shareholder

20. NOTICE OF COMMENCEMENT and COMPLETION

Prior to commencing the work, Shareholder shall give at least (5) day's written notice to the Management Office in writing of the date the work shall be commenced. The work must be completed within 45 days from its commencement. If the work is not commenced within 30 days after receipt of a fully executed copy of this Agreement by the Management Office, this Agreement shall be null and void. In addition, notice shall be sent in writing

once the work is completed so a final inspection may be set up by the Corporation.

21. BINDING EFFECT

This agreement may not be changed orally and shall be binding upon Shareholder's personal representatives and authorized assigns.

This consent shall become binding upon Shareholder's receipt of a fully executed copy of this agreement

Dated: _____

Shareholder Signature

DEEPDALE GARDENS CORPORATION

By: _____
Corporation

Shareholder Signature

EXHIBIT "A" INSURANCE

- a. The Shareholder shall maintain during the period that the Work is being undertaken (and during any warranty period given to the Shareholder by the contractor or subcontractor) general liability insurance of not less than \$1,000,000.00, which insurance may be a part of a homeowner's insurance policy and/or a personal liability umbrella. Each of the Shareholder's contractors and subcontractors shall maintain throughout the duration of its portion of the Work (and any warranty period given to the Shareholder by the contractor or the subcontractor) the insurance policies described on Exhibit "C" attached hereto ("**Contractor Required Insurance**").

- b. Both the Shareholder's and the Contractor Required Insurance policies (i) shall name the Shareholder and the Indemnified Persons as insured parties, (ii) shall be issued by companies licensed to do business and admitted in the State of New York, and reasonably acceptable to the Corporation and (iii) shall provide that they may not be cancelled or terminated without at least ten (10) days' prior written notice to the Corporation. Each insurance policy or certificate of insurance rejected by the Corporation shall be corrected as necessary and shall be resubmitted until approved. Failure to reject a certificate or a policy shall not relieve the Contractor or the Shareholder of the obligation to provide insurance in accordance with this Agreement. Such insurance shall apply as primary and non-contributing insurance before any other insurance or self-insurance, including any deductible maintained by the Indemnified Persons.

Indemnification by Shareholder.

The Shareholder shall defend (with attorneys chosen by the Shareholder and reasonably acceptable to the Corporation), indemnify and hold harmless the Indemnified Persons from and against any Claims, Liabilities and Expenses 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. This agreement to indemnify specifically contemplates full and complete indemnity in the event liability is imposed against any one or more of the Indemnified Persons without any negligence on their part and based solely by reason of statute, operation of law or otherwise, and partial indemnity in the event of any actual negligence on the part of the applicable Indemnified Persons either causing or contributing to the underlying claim. In the event an Indemnified Person(s) is contributorily negligent, indemnification shall be limited to any liability imposed over and above that percentage of liability attributable to such contributory negligence of the applicable Indemnified Person(s), whether by statute, by operation of law or otherwise.

EXHIBIT "B" FILINGS AND PERMITS

When work is performed as an "upgrade" of an existing Bathroom or Kitchen, the hired General Contractor must have his Licensed Plumber file a copy with NYC.

It shall become the Shareholder's responsibility to alert their selected General Contractor that all proofs of said filings have occurred and said proof be submitted to the Management Office for placement in their individual records for future sale. This proof shall also include an "Underwriters Certificate" attesting to the fact that all work was performed in strict accordance with all Electrical Codes of the City of New York.

Notary: _____ Contractor's Signature: _____

Date: _____

**ADDENDUM TO CONTRACT BETWEEN _____ (“OWNER”) AND
_____ (“CONTRACTOR”) DATED _____ FOR THE FOLLOWING
PROJECT _____ (NAME AND ADDRESS/LOCATION) IN NEW YORK
STATE RESPECTING INDEMNIFICATION AND ADDITIONAL INSURED
COVERAGE**

General Conditions:

A. It is agreed by the Owner and the Contractor that this Addendum is a part of the Contract for the work to be performed by the Contractor for the Owner (the “Work”), and that the obligations of the Contractor to the Owner under this Addendum shall survive the completion of the performance by the Contractor of the Work performed by the Contractor for the Owner in connection with the performance of each job.

B. The Contractor agrees that failure of the Owner to enforce any of the terms of this Addendum shall not waive the responsibility of the Contractor to comply with these conditions and requirements.

C. If any part of the Work is subcontracted, each of the subcontractors (including subcontractors of a subcontractor, etc.) shall contract to comply fully in the same manner as the Contractor, and each such subcontractor (including subcontractors of a subcontractor, etc.) shall contract in writing to indemnify and hold the Owner harmless and to provide the insurance coverages as specified in this Contract/Addendum, and subject to the same terms and conditions (including notice of cancellation, non-renewal, or reduction in coverage) as are agreed to in this Contract/Addendum.

D. The obligations set out in this Addendum shall be in addition to all other obligations assumed by the Contractor to the Owner; shall not be construed to negate, diminish, or otherwise reduce any other rights of the Owner; and all liability for breach of performance shall survive the termination of this contract and the approval by the Owner of the completion of the Work. Among other obligations, the Contractor shall take all necessary precautions to prevent injury to persons or property during the progress of such Work; and the maintenance of public liability insurance and the agreement to hold harmless shall not discharge this obligation.

E. This Addendum shall be interpreted under the law of the State of New York; and to the maximum extent feasible, shall be construed so as to conform and comply with such law. If any portion of this Addendum is judicially held invalid the remainder shall survive such declaration and be valid and enforceable.

Indemnification:

To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, the Owner's real estate manager, the Owner's officers, directors and employees, the Architect, the Architect's consultants, and agents and employees of any of them (the “Indemnified Parties”), from and against claims, damages, losses, and expenses, including, but not limited to, attorneys' fees, arising out of or resulting from the performance of the Work,

provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself), including loss of use resulting therefrom, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity, which would otherwise exist as to a party or person described in this Paragraph.

Insurance Procurement:

A. Prior to the commencement of the Work under this contract, the Contractor shall provide Commercial General Liability insurance, Umbrella or Excess insurance, and Commercial Automobile insurance for the Owner and others as specified below and, and shall have the following minimum terms:

1. Commercial General Liability (CGL) coverage must be provided on the latest version of ISO form CG 00 01 12 07 or its equivalent.
 - a. Additional insured status for ongoing operations shall be granted under the CGL coverage by use of the of ISO endorsement CG 20 10 10 01 or CG 20 26 07 04 or its equivalent. Additional insured status for completed operations shall be granted under the CGL coverage by use of the latest version of ISO endorsement CG 20 37 10 01. The endorsements shall name the following as additional insureds: the Owner, the Owner's real estate manager, and the officers, directors and employees of any of them, or any other entity designated by the Owner from time-to-time (the "Additional Insureds").
 - b. The CGL coverage afforded to the Additional Insureds must be at least equal to \$1,000,000 per occurrence, \$2,000,000 aggregate per Project
 - c. The CGL coverage afforded to the Additional Insureds shall be written on a primary and non-contributory basis; any other coverage available to the Additional Insureds shall be excess over the coverage to be provided by Contractor.
 - d. The following exclusions and definitions in the CGL Coverage Form may not be modified in any manner either in the Form itself or by endorsement:
 - (i). Exclusion "b. Contractual Liability" in Coverage A;
 - (ii). Exclusion "e. Employer's Liability" in Coverage A; and
 - (iii). the definition of "insured contract."

e. The CGL insurance policy shall not contain any exclusionary language that bars or limits coverage for "bodily injury" arising out of any elevation related risks or injury to employee exclusions.

f. The CGL insurance policy shall include an endorsement that waives any rights of subrogation against the Additional Insureds, and the CGL insurance policy shall not exclude or limit coverage due to the waiver of subrogation against the Additional Insureds.

3. Umbrella Excess liability insurance, following form of underlying Commercial General Liability policies, with limits of \$10,000,000 per occurrence and \$10,000,000 aggregate. No Aggregate shall apply to any coverage that is not subject to an aggregate in the underlying policy. Policy shall be written on a primary and non-contributory basis;

Automobile liability insurance including Hired and NonOwned Auto, covering any liabilities of the Contractor and the Owner with respect to the ownership, maintenance, or use of any auto used in connection with the performance of the Work, on a form equal to the latest version of ISO form CA 00 01 xx xx with a limit at least equal to \$1,000,000 per occurrence.

B. All policies shall be written with insurance companies licensed and admitted/Approved to do business by the State of New York and rated by A.M. Best Company at least A minus (policyholders rating) and IX (financial rating).

C. In addition to providing the coverage the Commercial General Liability policy shall provide coverage to the Owner for the hold harmless agreement that is part of this Contract.

D. All policies shall be endorsed to require at least 30 days advance notice, certified mail, to the Owner, attention of _____NAME, of cancellation, non-renewal, or reduction in coverage.

E. As soon as possible before the Work begins on each job performed for the Owner by the Contractor, but at least 30 days before commencement of Work, the Contractor shall supply to the Owner with a copy of each of the policies (not Certificates of Insurance) identified in paragraph 1 above.

F. The Contractor will also have in place the following coverages for its own benefit, which shall be in place at all times during the performance of the Work, and with the following minimum terms:

1. Workers' Compensation and Employers' Liability coverage as required by law.
2. New York State Disability Benefits Law Coverage as required by law.

G. Prior to commencing the work, the Contractor & Subcontractor shall submit to the Owner a certificate of insurance, Acord 855, a copy of the Additional Insured Endorsement and a copy of the applicable Other Insurance clause that is part of the Contractor & Subcontractor Commercial General Liability Policy. A copy of the entire Commercial General Liability policy with all endorsements shall be submitted to the Owner when requested.

Warranties and Representations

The failure of the Contractor to fully and strictly comply with the insurance requirements is deemed to be a material breach of the agreement, the Contractor warrants and represents to the Indemnified Parties that its insurance policy fully and completely complies with all of the terms and conditions set out in the insurance requirements of this contract. The Contractor accepts full and complete financial responsibility for any incompatibility between the insurance actually obtained and the insurance requirements set out in this contract, without reference to any other insurance available to the Indemnified Parties. Further, the Contractor agrees that, to the extent that the Contractor fails to procure the insurance required by this contract, or to the extent that any insurance purchased by the Contractor to protect, defend, and/or indemnify the Indemnified Parties shall prove to be deficient to fully comply with the insurance requirements of this contract, the Contractor shall be fully liable to the Indemnified Parties for all resulting damages, including all fees and costs incurred in defending any claims, paying any settlements or judgments, and/or in pursuing the insurers for coverage.

Further, the Contractor agrees to pay such damages not only to the Indemnified Parties, but also to any insurer they may have (which, contractually is bound to pay the same damages, costs, and expenses); and such insurer may fully enforce this condition against the Contractor (as if it were an Indemnified Party).

THE ABOVE IS AGREED:

Dated:

_____ Owner

_____ Contractor

EXHIBIT "B" FILINGS AND PERMITS

When work is performed as an "upgrade" of an existing Bathroom or Kitchen, the hired General Contractor must have his Licensed Plumber file a copy with NYC.

It shall become the Shareholder's responsibility to alert their selected General Contractor that all proofs of said filings have occurred and said proof be submitted to the Management Office for placement in their individual records for future sale. This proof shall also include an "Underwriters Certificate" attesting to the fact that all work was performed in strict accordance with all Electrical Codes of the City of New York.

Notary: _____ Contractor's Signature: _____

Date: _____

NO WORK TO BE COMMENCED UNTIL PERMISSION HAS BEEN GRANTED BY DEEPDALE GARDENS. PREMATURE COMMENCEMENT OF WORK SHALL BE DEEMED A BREACH OF THE PROVISIONS OF THE PROPRIETARY LEASE AND COULD LEAD TO MONATARY FINES AND/OR LEGAL ACTION.

KNOW ALL MEN BY THESE PRESENT that the undersigned of who is about to furnish labor and materials in or about apartment number _____, Little Neck, N.Y. 11362, which property owned by DEEPDALE GARDENS _____ CORPORATION and occupied as above, does hereby covenant and agree not to file any mechanic's liens or other liens or to make any claims against the premises or any part thereof or against any building or buildings or other improvements made therein with respect to any work that the undersigned may at any time or from time to time do under any contract between the undersigned and DEEPDALE GARDENS CORPORATIONS and/or _____ and for any labor and material furnished thereunder or for any alteration, change or modification of whatsoever nature, labor and materials furnished therein, it being intended that this instrument shall constitute a waiver of right to file a lien under Section III under the Lien Law of the State of New York.

BY: _____

STATE OF NEW YORK

COUNTY

On the _____ day of _____ 20____, before me personally came _____, to me known who, being duly sworn, did depose and say that he resides at _____ that he is the _____ of _____ the corporation described in and which executed the foregoing instrument that he knows the seal of said corporation; that the seal affixed to said instrument is said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

NOTARY PUBLIC

SHAREHOLDER APPLIANCE INSTALLATION

ALL APPLIANCES INSTALLED MUST BE AN ENERGY STAR RATED APPLIANCES IF AVAILABLE

Date: _____

Shareholder Name: _____ Shareholder # _____

Address: _____ Up _____ Down _____

Home Phone: _____ Business Phone: _____

Whether the appliances are chargeable or non-chargeable, they must be reported to the Management Office and inspected by Maintenance

Check off ALL NEW appliances installed and provide receipts for purchase and installation.
If you are disconnecting an appliance please put the date of removal or disconnect.

****Note: All appliances must be installed according to the manufacturer's specifications****

Refrigerator	_____	Installation Date:	_____	Energy *	_____
Kimchi Fridge	_____	Installation Date:	_____	Energy *	_____
Wine Fridge	_____	Installation Date:	_____	Energy *	_____
Freezer	_____	Installation Date:	_____	Energy *	_____
Gas Stove	_____	Installation Date:	_____	Energy *	_____
Microwave	_____	Installation Date:	_____	Energy *	_____
Dishwasher	_____	Installation Date:	_____	Energy *	_____
Washing Machine (1 Unit)	_____	Installation Date:	_____	Energy *	_____
Electric Dryer (1 Unit)	_____	Installation Date:	_____	Energy *	_____
Gas Dryer (1 Unit)	_____	Installation Date:	_____	Energy *	_____
Washer/Dryer Combo (1 Unit)	_____	Installation Date:	_____	Energy *	_____
Washer/Dryer Combo (2 Units)	_____	Installation Date:	_____	Energy *	_____
Jet Tub	_____	Installation Date:	_____	Energy *	_____

AIR CONDITIONER

Living Room A/C	_____	Installation Date:	_____	Energy *	_____
Bedroom A/C	_____	Installation Date:	_____	Energy *	_____
Bedroom A/C	_____	Installation Date:	_____	Energy *	_____
Bedroom A/C	_____	Installation Date:	_____	Energy *	_____
Dining Room A/C	_____	Installation Date:	_____	Energy *	_____

Air conditioners are pro-rated. Any installation of an air conditioning unit prior to August 31st is back charged from January 1st.

SHAREHOLDER NEW APPLIANCE INSTALLATION OR DISCONNECT

**ALL APPLIANCES INSTALLED MUST BE AN ENERGY
STAR RATED APPLIANCES IF AVAILABLE**

If any appliance is installed and it does not have the Energy Star Rating, a \$10.00 APPLIANCE surcharge will be added to your monthly maintenance account. An energy efficient appliance is not necessarily ENERGY STAR RATED; make sure it states ENERGY STAR RATED

The APPLIANCE surcharge will be \$10.00 a month per appliance, for a total of \$120.00 annual surcharge per appliance. This appliance surcharge will cover the increase in electric consumption.

Shareholders must return this form to the Management Office and call Maintenance at 718-631-8550 to set up an appointment for an appliance inspection. Failure to report any appliance will result in fines and back charges.

Shareholder Signature _____ Date _____

Maintenance Office Signature _____ Date _____

Management Office Signature _____ Date _____

RETURN TO THE MANAGEMENT OFFICE ONLY

**DO NOT FORGET TO ATTACH YOUR RECEIPTS FOR
THE APPLIANCES. ALSO INCLUDE WRITTEN MANUFACTURER'S PROOF
THAT THE APPLIANCE IS ENERGY STAR RATED**