



c/o Justin Verret, Managing Agent  
Blue Woods Management Group  
42 River St, 2<sup>nd</sup> FL  
Sleepy Hollow, NY 10591

## ALTERATION AGREEMENT

Date of Agreement: \_\_\_\_\_

Agreement between Nagle Apartments Corp. and \_\_\_\_\_,  
owner of \_\_\_\_\_ shares allocated to Apartment \_\_\_\_\_ in \_\_\_\_\_.

Date of commencement of alterations: \_\_\_\_\_

Dear \_\_\_\_\_:

Thank you for your inquiry regarding the proposed alterations to be made in the above-specified apartment as follows:

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We wish to advise you that the Board of Directors consents to your proceeding with these changes, provided that you comply with the following conditions:

1. That the description of the specific alteration you desire given in the space provided above and by reference to plans and specifications prepared in duplicate and furnished with this agreement is complete and will not be changed or modified in any respect without the further written consent of the Board of Directors.

2. That all of the proposed changes strictly conform to all rules and regulations of all government authorities having jurisdiction thereof, as well as the New York Board of Fire Underwriters.
3. That under no circumstances shall any work whatsoever be performed on Saturdays, Sundays or holidays and that all work is to be performed between the hours of 9:00 a.m. and 5:00 p.m.
4. That the proposed alterations must be performed within three (3) months from the commencement date, and that work past that time requires further written consent of the Board of Directors.
5. That all such alterations shall be done in such a manner so as not to disturb other occupants of the building or the operation of the building's services.
6. That all rubbish and debris caused by such alterations will be removed by you at your expense at such times as may be convenient to the operation of the building.
7. That use of the hallways, elevators, entrances, or other common areas shall at all times be subject to the direction of the Superintendent.
8. That use of such power tools which may disturb other occupants of the building will not be permitted.
9. That you shall immediately discontinue any work in progress upon receiving notice from the Managing Agent or Superintendent or other building employees that the work is at that time in violation of any law or regulation, or any provision of the Proprietary Lease or By-Laws or other rules of the Corporation, or this agreement or any attachment hereto, or is creating a disturbance to other occupants of the building.
10. That, prior to commencement, all applications and permits that may be required shall be obtained by you at your sole cost and expense and copies shall be delivered to the Managing Agent. Applications to governing authorities will be duly signed by an officer of the Board of Directors.
11. That all proposed alterations and structural changes are to be carried out by you in a proper and workmanlike manner and with suitable materials, and that annexed to this agreement are the names of the architect, general contractor, and any subcontractors who will be engaged by you to execute this work, and copies of all agreements with each of them.
12. That, during the process of this alteration work, you will take such protective measures as may be necessary to insure that other portions of the building are not damaged. In the event of such damage, you will assume full cost of the necessary repairs.
13. That, before starting and during the progress of this work, you or the contractors engaged by you will be covered by Workmen's Compensation and by public liability insurance in which the Board of Directors and the Managing Agent are named as a party insured in minimum amounts of \$2,000,000 bodily injury and \$1,000,000 property damage. Certificates confirming

such coverage shall be furnished to the Board of Directors in care of the Managing Agent. You will undertake to indemnify the Corporation, its shareholders and occupants of all apartments against any damage to persons or property suffered as a result of your work, whether or not caused by negligence, and to indemnify and hold harmless, the Corporation, its Managing Agent, and all residents in the building against any claims for damage to persons or property resulting from the work being undertaken, regardless of negligence. If requested, you shall procure a bond or agreement from an insurance company reasonably acceptable to the Board of Directors, ensuring performance by you of the provisions of this paragraph.

14. That in granting this conditional permission, neither the Board of Directors nor the Managing Agent make any representation as to the design or efficiency of the proposed alterations and, if the operation of the building or any of its equipment is in any way adversely affected by reason of these alterations, you will agree, at your expense, to remove the cause of the trouble upon notice by the Managing Agent to this effect.
15. That the Board of Directors may, at its option, select and engage at your sole expense the services of (i) a professional architect or engineer to review the plans submitted and to make such personal inspection as said architect or engineer deems necessary to ensure that all alteration work is installed in accordance with normally accepted standards and meets all governmental agency requirements, or (ii) an attorney to review all agreements entered into and to ensure compliance with said agreements, or (iii) both.
16. That, if you change any fixture or appliance in the apartment, you will assume all responsibility for same and that neither the Corporation, the Board of Directors or the Managing Agent will be responsible for failure of efficient performance of the fixture or appliance as provided by you. It is understood that there will be no change in the operation of any system to facilitate the functioning of any units you may install.
17. That you agree to assume all responsibility for your proposed installation, and the integrity of the building structure itself, if your proposed installation affects the same.
18. That, on completion of work, you will obtain and deliver to the Corporation, in care of the Managing Agent, certificates of inspection and approval thereof from the appropriate government authorities having jurisdiction and from the New York Board of Fire Underwriters. This will include the furnishing of a revised and amended Certificate of Occupancy for the entire building if this be necessary. (In the event that violations are encountered in other portions of the building apart from this apartment, you would not be expected to assume the cost in connection with the removal of such violations.)

If you agree with the foregoing conditions, please signify by signing all copies of this agreement in the space provided below and return them to the Managing Agent. We will countersign and return one copy to you for your records.

Respectfully,

The Board of Directors  
Nagle Apartments Corp.

**ALTERATION AGREEMENT  
SIGNATURE PAGE**

Date of Agreement: \_\_\_\_\_

The above conditions meet with my/our understanding and approval.

\_\_\_\_\_  
Shareholder \_\_\_\_\_  
Date

\_\_\_\_\_  
For Nagle Apartments Corp. \_\_\_\_\_  
Date

**To be submitted attached to this agreement:**

- Two copies of alteration plans and specifications (Paragraph 1)
- Copies of all agreements with architect, general contractor and/or subcontractors hired (Paragraph 11)
- Deposit check in the amount of \$500, payable to Nagel Apartments Corp. Refundable on proper completion of alterations.
- Alteration review fee check in the amount of \$200, payable to Blue Woods Management Group. This fee is mandatory and non-refundable.

**To be submitted to the Managing Agent prior to commencement:**

- Copies of all applications and permits that may be required (paragraph 10), including EPA Lead Safe Practice certificate
- Certificates confirming Workmen's Compensation and public liability insurance coverage (Paragraph 13)
- Bond of agreement ensuring performance of the provisions of Paragraph 13

**To be submitted on completion of work:**

- Certificates of inspection and approval from government authorities and New York Board of Fire Underwriters (Paragraph 18)

Send all documents to: Justin Verret, Managing Agent, Blue Woods Management Group, 42 River St, 2<sup>nd</sup> FL, Sleepy Hollow, NY 10591. If you have questions call Justin Verret at 914-524-8600 or email [jverret@bluewoodsmgmt.com](mailto:jverret@bluewoodsmgmt.com)