AKAM
EST. 1983

85 Livingston Tenants Corp.

Decorative Agreement Instruction Sheet

Decorative work includes painting/plastering, sanding & refinishing hardwood floors, replacement of an appliance in the same location (note that where a gas stove is being replaced or dishwasher is being installed, a licensed plumber will be necessary), hanging shelves, installing blinds, etc.

Please fill out & sign the alteration agreement and attach the following:

- Detailed scope of work for the project with room by room description of all work proposed.
- Copy of licenses for all contractors and sub-contractors
- Proposed start date and end date
- Security Deposit Check per the alteration agreement made out to: 85 Livingston Tenants Corp. in the amount of **$1,000.**
- Certificate of insurance for all contractors and sub-contractors, with the following

  requirements:

Liability Insurance:	$1,000,000 minimum, policy number and expiration date
Workers Compensation:	$1,000,000 minimum, policy number and expiration date
Certificate Holder:	85 Livingston Tenants Corp. c/o AKAM Associates, Inc. 99 Park Avenue, 14th FL New York, NY 10016
Additional Insured:	85 Livingston Tenants Corp. – 85 Livingston St., Brooklyn, NY 11201 AKAM Associates – 99 Park Avenue, 14th FL, NY, NY 10016

Send completed application documents to:
Matthew Czachor
mczachor@akam.com

No alteration may start without written approval from the Board or management.

85 Livingston Tenants Corp

85 Livingston St.

Brooklyn, NY 11201

Apartment Decorating Agreement

Date_____

Shareholder's Name:_____

85 Livingston St.

Apt. No._____

Brooklyn, NY 11201

Sir/Madam:

I hereby request permission to redecorate my apartment as described in the attached document, the Apartment Decorating Agreement Application (hereafter collectively referred to as the "work"), in the above apartment.
If such permission were granted:

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

(b) 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 AKAM Associates Inc. (the "Managing Agent"), 85 Livingston Tenants Corp. (the "Corporation"), 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 this insurance, shall be delivered to you.

(c) To procure from my contractor or contractors a written agreement in the form of Exhibit A.

(d) To provide you with a security deposit in the amount of a minimum of $1,000.00 payable to the Corporation. This amount is contingent on the scope of work. Additional information will be provided once the documents are presented. The Board of Directors shall be the sole arbiter in the determination of charges to be deducted from this deposit.

2. It is understood that:

(a) I assume all risks of damage to the building and its mechanical systems, and 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 operations of the building's heating system to facilitate the functioning of any heating units I may be installing.

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

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

3. Apartment alterations/decorations are to be completed within ninety (90) calendar days. For work that continues after 90-days there will be per diem charges of “additional rent” of: $250 per day. (Unless the scope of work requires more than 90 days and has been approved by the board)

4. No work shall be done, except between the hours of 9:00 A.M. and 4:00 P.M, Monday through Friday. No work shall be performed on Saturdays, Sundays or holidays. Any work, which can produce unusual noises, which might be disturbing to building occupants, shall only be done after 9:00 A.M., Monday through Friday.

5. All precautions will be taken to prevent dirt, dust and odors from permeating other parts of the building during the progress of the alteration. If, at the Corporation’s discretion, dirt, dust and/or odors affect other areas of the Building, the Corporation may take such steps as it determines to be necessary to clean or sanitize the affected areas and the Shareholder will reimburse the Corporation for all costs and expenses. Materials and rubbish will be placed in barrels or bags, 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 recognize that only the service elevator may be used
for such removal and only at such times as the Superintendent of the building may direct. If the convenience of other tenants requires that the service elevators be operated on an "overtime" basis, I shall reimburse you for any wages or related expenses incurred in connection therewith.

6. 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.

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

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

9. I shall cause my contractors and/or workers to use safe work practices during the work and take precautions to prevent the spread of dust and debris, which may contain lead.

(a) Such practices shall include (1) limiting access to the work area to only workers, (2) covering the work area with six mil polyethylene plastic or equivalent, (3) protecting the workers, (4) protecting my 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. My contractors and/or workers may not use unsafe paint removal practices, 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).

(b) No more than sixty (60) days prior to beginning renovation activities in the Apartment, the contractor shall provide the Shareholder with the Environmental Protection Agency (the "EPA") pamphlet entitled, Protecting Your Family from Lead in the Home, (the "Pamphlet"). If the Apartment is occupied by any person(s) other than the Shareholder, the contractor shall provide the occupant(s) 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 it. The Shareholder hereby acknowledges that the Corporation has no liability or obligation in connection with this notification requirement of the EPA. Contractor must be NYS Lead Paint certified and must provide a copy of his certification.

I shall cause my contractors and/or workers to perform specialized cleaning of the work area using methods designed to safely remove dust and debris, which may contain lead. I shall receive assurances acceptable to the Corporation from my contractors and/or workers that they have knowledge of lead-based paint hazards, and they will perform the work and clean-up the work in a manner, which will avoid creating lead-based paint hazards.

Annexed hereto are the "Work" document and a rider of ___ pages, which is made a part of this agreement.

Very truly yours,

_____ _____

Shareholder Date

_____ _____

Shareholder Date

PERMISSION

GRANTED:_____

Corporation Officer

By: _____

Name:_____

85 Livingston Tenants Corp
85 Livingston St.
Brooklyn, NY 11201

Apartment Decorating Agreement

EXHIBIT A

(Part of Apartment Decorating Agreement)

RE: 85 Livingston Street
Apt#
Brooklyn, NY 11201
Shareholder:_____(the "Shareholder")

Dear Sir/Madam:
This letter will confirm that the undersigned has (i) reviewed and fully understood the terms and provisions of an Apartment Decorating Agreement dated _____ (the "Agreement") between 85 Livingston Tenants Corporation (the "Corporation") and the Shareholder and (ii) agrees to abide by the terms of the Agreement and the rules and regulations of the Corporation from time to time in effect.

The undersigned further agrees that it will not make any claim against, or seek to recover from (a) the Corporation or the Corporation's shareholder or (b) the Corporation's or the Corporation's shareholder's housekeepers, agents, partners, guests, licensees, invitees, tenants or employees (collectively, the "Indemnified Parties") for any damage to persons or property by the perils within the scope of the policies described in the Agreement unless the loss or damage is due to the carelessness or negligence of that Indemnified Party. The
undersigned further agrees to defend, indemnify and hold harmless the Indemnified Parties and all other occupants of the building, against any and all liability, including legal costs and expenses on account of loss of life or injury to any person or damage to property, happening in or arising out of or in any way relating to the performance of the work unless such injury or loss of life or loss or damage to property is caused by the carelessness or negligence of that Indemnified Party.

Sincerely,

By: _____

Name of Contractor/Company_____
Title:_____
Address:_____
Phone Number:_____