

BERKOWNERS INC. ALTERATION AGREEMENT

To: Berkowners Inc.
c/o Metro Management Development, Inc.
1981 Marcus Avenue, Suite C-131
Lake Success, New York 11042
Telephone: (718) 593-8908
Fax: (718) 706-7760
Attn: Joe Doren

Re: Berkowners Inc.
Renovation for Apartment _____ located at
Building: 77-12 35th Avenue 35-25 77th Street 35-24 78th Street

Gentlemen:

Pursuant to Paragraph 21(a) of my Proprietary Lease, I (“you”) (i.e. collectively and individually all named entities and/or individuals on the stock certificate and Proprietary Lease attributable thereto) hereby request permission from BERKOWNERS INC. (“the Corporation”) to install the equipment and/or perform the Alterations (hereafter collectively referred to as the “Work” or Alterations”) more particularly described in the annexed documents(s) and/or plans (hereinafter referred to as the “Plan”) in the above-referenced apartment (“Apartment”) in the above-referenced building (“Building”).

If such permission be granted:

1. Shareholder’s Submission. Together with this Agreement, I will submit to the Corporation:

- a. A detailed description of the proposed work. This scope will include a room-by-room detailed list of all work to be proposed, detailed description, and specification of all appliances and equipment to be installed.
- b. To provide you with a complete and conformed copy of every agreement to be made with my contractors and suppliers.
- c. If required by law or governmental regulations, or as per the Corporation request, to file 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 you 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.
- d. Insurance required from each contractor(s) and subcontractor(s), if any. Please see Exhibit C – Addendum to Contract Between Owner and Contractor Respecting Additional Insurance Coverage and Hold-Harmless.
- e. I shall furnish to the Corporation a letter from a licensed engineer or architect which shall certify that the electrical loads required as a result of this Alteration
 - i. will not be in excess of the present electrical capacity of the Apartment, and

- ii. will not adversely affect the Building's electrical service.
 - f. I shall submit to the Corporation my contractor's written agreement waiving the right to file any mechanic's liens or other liens, attachments or encumbrances against the Corporation's property that may arise out of or in connection with the Alteration (see Exhibit A). Proof that the contractor has obtained similar waivers from all subcontractors shall be filed by me or my agents with the Managing Agent before such subcontractors commence the Work. If I am unable to obtain and deliver said waiver of liens, then I may, in lieu of such waivers, provide the Corporation with a Labor and Material Payment Bond from a surety company acceptable to the Corporation at no cost to the Corporation.
2. If you seek legal, engineering or architectural advice prior to granting permission for the Work during construction for periodic visits or after construction to certify compliance with the Plans, I agree to reimburse the Corporation, on demand, for any reasonable fees incurred, and if permission be granted, then, in any event, prior to commencement of the Work.
3. It is understood that:
 - a. No Work will commence and no materials will be delivered to the Apartment unless and until I receive the Corporation's express written consent thereto.
 - b. The Corporation has the right to decline to give its consent to the proposed Alteration and to give its conditional consents as its Board of Directors deems practical or prudent. In the event such conditional consent is issued, I agree that I shall either
 - i. accept such conditions or
 - ii. treat such conditional acceptance as a declination, in regard to the proposed Alteration.
 - c. After approval by the Corporation or the Corporation's Architect / Engineer, neither the scope of work nor any specifications shall be modified without written approval by the Corporation.
 - d. I agree that recessed lighting fixtures shall not be installed without written approval by the Corporation.
 - e. I acknowledge that copper tubing is required for all alterations to the plumbing system, including the installation of refrigerators with automatic an ice-making system. The copper tubing for the ice-making system has to be installed in the ceiling within the Apartment and cannot be installed in the floor.
 - f. I assume all risks of damage to the Building and its mechanical systems, and to persons and/or 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. My 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 the 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. I assume all responsibility for any changes to the heating system in my Apartment, and understand that neither the

- Corporation nor the Managing Agent will be responsible for the failure of its performance.
- g. I recognize that there will be no change in the operation of the Building's heating system to facilitate the functioning of any heating units I may be installing.
 - h. The Alterations and materials for the Work used shall be of the quality of highest quality in keeping with the general character of the Building.
 - i. I hereby undertake to indemnify you, your Board of Directors, your Managing Agent and tenants or occupants of the Building for any damages suffered to person(s) 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, attorney's fees and disbursements) incurred as a result of such Work.
 - j. I will grant, during the construction period, access to Building Management and Building's Superintendant all all times without any prior announcement.
4. All permitted Work shall be completed within one-hundred-five (105) days after governmental approval thereto has been granted or, if no such approval is required by law or regulation, then from the date hereof.
 5. All permitted Work shall be completed within seventy-five (75) days after Managing Company approval is issued. All work must be completed within the time frame allowed; in the event of any delays Shareholder(s) will encounter a \$100.00 penalty per day.
 6. No Work (including delivery of materials) shall be done, except between the hours of 8:30 AM and 5:00 PM, Saturdays, Sundays and holidays excluded, and any Work which can produce unusual noises, and which might be disturbing to Building occupants, shall not commence before 10:00 AM. In addition, I will schedule with the Building Superintendent prior to starting any Work that may affect other Building residents.
 7. All precautions will be taken to prevent dirt and dust from permeating other parts of the Building during the progress of the Alteration. The hallway carpet or other floor covering on the floor of the renovation will be covered and protected each day during Work hours and will be removed at the end of each day. 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 material will be taken out of the Building and removed at my expense. I recognize that I must arrange with the Superintendent of the Building protect the elevator with padding and floor covering prior to any removal of rubbish related to the renovation. 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.
 8. I will bear the entire cost of the Alterations and installments and prior to the beginning of the Work, I will submit a \$1,000 deposit (see Exhibit B) to be used towards any and all damages done to the common areas of the property. I will pay all bills incurred in connection therewith, not later than thirty (30) days after completion of the Work. I represent that I have sufficient funds readily available necessary to complete and pay for the Alterations. If any mechanic's liens are filed for any Work claimed to have been done or materials alleged to have been supplied, I shall cause such liens to be discharged within ten (10) days after such filing. If I fail so to do, you may exercise any or all of your rights and remedies under this Agreement, at my cost and expense.

9. 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. In addition, I will submit a statement sealed and signed by a professional architect or engineer, registered in the State of New York, which certifies that the Work has been completed and that said Work conforms to the Plans as approved by you or your agents. Said statement shall also certify that all Work has been executed in and conforms to all applicable laws, ordinances and government regulations.
10. 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. I am responsible and will continue to remain responsible for the Work and any problem(s) arising there from and that such responsibility will survive the completion of the Work.
11. 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 remove their tools or equipment.
12. All names, addresses, telephone numbers, and NYC license numbers (if applicable) of all contractors and subcontractors must be furnished by me to the Managing Agent.
13. I assume all financial and legal responsibility to safely and properly remove any asbestos uncovered in the process of Alteration.
14. I assume all financial responsibility to replace any deteriorated or leaking piping exposed during the Alteration.

Kitchen and bathroom alterations – All branch piping and vents must be replaced back to the Building’s risers at all new plumbing fixtures and appliances. Replacement of branch piping is to include providing new riser shutoff valves to be located in close proximity to the riser. A minimum of 3 elbow swings to allow for vertical expansion are required between the hot water riser T and shut-off valve. Provide dielectric unions with appropriate end connections for the pipe materials in which installed (screwed, soldered, or flanged) to isolate dissimilar metals. Provide isolation valves upstream of dielectric union. Check valves are to be provided on hot and cold water following the shutoff valves. All valves are to be made accessible for servicing. Branch piping is to be wrapped with durable, condensate controlling, insulating material and supported with non-reactive materials. A minimum clear distance of 2” is required between hot and cold water pipes and there must be no metal-to-metal contact between piping, conduits, BX, etc. water hammer arrester is to be provided at all sinks, lavatories and water closets.

Plumbing lines running in walls over dry areas below must be waterproofed by running the waterproofing membrane below the new wall construction and sealing all fasteners or other approved method. New stone saddles must be installed at all bathrooms.

If a modification to the gas branch line is proposed, note that this may only occur beyond the inlet valve. Modifications that require pressure testing of the Building riser are not allowed.

Floor replacement – If the floors of the unit are replaced a resilient floor underlayment has to be used under all hard flooring surfaces (soundproofing). Proposed underlayment has to be approved by the Corporation in writing.

15. This agreement may not be changed orally. This Agreement shall be binding on you, the Corporation and the Corporation's personal agents, representative and authorized assigns.
16. Prior to commencing the Work, I shall give at least five (5) days' written notice to the Corporation's Designated Architect / Engineer, the Superintendent of the Building and the Managing Agent of the date the Work shall commence and the estimated duration of the Work.
17. Any damage caused to the Apartment or other areas of the Building, including, but not limited to, the common structure, infrastructure, mechanical systems equipment, elevators, doors and finishes of the Building, caused by or resulting from the Work, shall be covered by the insurance coverage required of me or my contractors or subcontractors, as the case may be. However, the existence of such insurance shall not relieve me of any liability therefore. If the Managing Agent advises me of any damage, which in the Managing Agent's opinion, was caused by the Work, I shall promptly submit such claim to my insurance carrier and to my contractors or subcontractors for submission to their insurance carrier, as appropriate. I agree to use all reasonable efforts, and to cause the contractors and subcontractors likewise to use all reasonable efforts, to cause any insurance carrier insuring me or my contractors or subcontractors to expeditiously review and settle damage claims for which they are responsible. Nothing contained in this paragraph shall be deemed to relieve my obligation under this Agreement.
18. I hereby agree to indemnify and hold harmless the Corporation, the Corporation's agents and employees, the Managing Agent, and other shareholders and residents of the Building, their guests and invitees against any damages suffered to persons or property as a result of the Work. I shall reimburse the Corporation, the Corporation's Designated Engineer, Managing Agent, and other shareholders and residents of the Building for any losses, costs, fines, fees and expenses (including, without limitation, reasonable attorney's fees and disbursements) incurred as a result of the Work and/or the shareholders or any contractor's or consultant's failure to conform with this Agreement or any law or ordinance which may be incurred by the Corporation in the defense of any suit, action, claim or violation in connection with the Work or the abatement thereof.
19. All of my contractors and subcontractors shall employ only such laborers as shall not conflict with any of the trade unions employed in the Building or otherwise cause disharmony with any Building service union. The Contractor shall acknowledge this Agreement and agrees to, and shall cause all subcontractors to, abide by all of the rules and regulations of the Corporation.
20. I agree that all water, steam and gas valves will be readily accessible. If any portion of the Work should enclose such valves, contrary to the provisions of this Agreement, if requested by the Corporation's designated Engineer, such portion shall be uncovered at my expense for observation. Such enclosure shall be opened and replaced at my expense.
21. I will not allow the halls, sidewalks, courtyards, and other public areas to be used for the storage of Building materials or debris and agree that the floor of the back halls that will be used in connection with the Work will be covered with construction paper during the Work. If the Work mars or damages the halls, stairs or elevators, the Corporation may repair them at my expense. I will take or cause their contractors to take all precautions necessary to prevent damage to the carpeting and wallpaper in the Building's hallways, elevators (including the doors and appurtenances) and to other common areas during the progress of the Work. If I

shall fail to promptly perform any repair, and the Corporation agrees to complete same, I shall promptly pay all reasonable bills for such repairs.

22. I agree that functioning fire extinguishers and smoke alarms will be maintained in the Apartment during the Work. I agree that the Work shall not block access to any fire exits in the Building. I shall have smoke detectors installed within 15 feet of every sleeping area on the ceiling or wall pursuant to Local Law 62 of 1981 of the City of New York, and I shall install window guards if a child or children 10 years old or under lives or resides in the Apartment pursuant to Section 131.15 of the New York City Health Code.

23. In addition, I agree and acknowledge that:

- a. The Federal Task Force on Lead-Based Paint Hazard Reduction has recommended certain maintenance practices, including
 - i. Limiting access to the work area to only workers
 - ii. Isolating the work area with polyethylene plastic or equivalent
 - iii. Protecting the workers
 - iv. Protecting my belongings by covering or removing them from the work area
 - v. Wetting the painted surfaces before disturbing the paint and
 - vi. Wetting the debris before sweeping.

The Task Force has indicated that certain removal practices are unsafe, including:

- i. Open flame burning
- ii. Power sanding or sandblasting (unless a special vacuum attachment is used to contain dust), and
- iii. Dry scraping more than a de minimis surface area (de minimis means an area of less than one square foot per room).

I hereby undertake and agree that I shall cause my contractors and/or workers to perform the Work consistently with the recommendations of the Task Force and shall, upon completion of the Work perform specialized cleaning of the Work area using methods designed to safely remove dust and debris which may contain lead.

- b. In the event the Apartment is occupied by a tenant and/or subtenant, I agree to comply with the New York City Childhood Lead Poisoning Prevention Act of 2003 (Local Law 1 of 2004). I agree that, in any instance where Work takes place when more than one hundred (100) square feet of painted surface will be affected or two (2) or more windows are to be replaced, I will file an application with the Department of Health at least ten (10) days prior to the commencement of the Work and must use a firm certified by EPA to perform the Work. At the end of any Work that disturbs paint presumed to contain lead, I will endeavor to have dust wipe tests performed by a trained independent third party and read by a laboratory and deliver such test results to the Corporation's managing agent.
- c. No more than sixty (60) days prior to beginning the Work, the contractor shall provide me 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 anybody other than me, the contractor shall provide the occupant with the Pamphlet. The contractor shall be responsible for obtaining my acknowledgement of receipt of the Pamphlet or a certificate of mailing evidencing same. I hereby acknowledge that the Corporation has no liability or obligation in connection with this notification requirement of the EPA.

In the event my contractor(s) and/or other professionals fail to comply with these requirements, I agree to indemnify the Corporation and Managing Agent, and hold them harmless from any liability thereof.

24. I 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, multi-peril casualty or other insurance policies carried by me or for my benefit. I shall comply with all federal, state and local laws, rules and regulations pertaining to asbestos 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.

25. I expressly represent that:

- a. I release the Corporation, the Managing Agent, the Corporation's agents and employees from any liability for damage to the portions of the Apartment affected by the Work which may occur in the performance of Building maintenance repairs. Notwithstanding anything to the contrary contained in the Proprietary Lease, I accept sole responsibility for the Work and costs in connection with the maintenance, repair, restoration or replacement of any portions of the Apartment affected by the Work, and acknowledge that such responsibility shall pass to my successor-in-interest in the Apartment.
- b. I, on my own behalf or on the behalf of my successor-in-interest,
 - i. Shall advise each subsequent contract-vendee of my interest in the Corporation of the Work undertaken by my interest and the Purchaser's obligations under this Agreement;
 - ii. Shall provide copies of the Plans and this Agreement to the contract-vendee;
 - iii. Shall waive any claim or cause of action against the Corporation, its Board of Directors or the Managing Agent, for advising a potential purchaser of the obligations of the owner of the Apartment under this Agreement, and
 - iv. Have the Assumption of Alteration Agreement, in substantially the same form annexed as Exhibit D, executed by any successor-in-interest.

Very truly yours,

Shareholder

Shareholder

Permission Granted:

See attached conditions (check box if applicable or delete if inapplicable)

By: _____

Name: _____

Title: _____

EXHIBIT A

Lien Waiver

The undersigned, _____ representing
_____ agrees that we shall hold the Co-Op Corporation of
(company name)
_____ free and harmless of and from any claims and demands
(premises)
in connection with renovations taking place in Apartment _____. We further
agree that no mechanic's lien or other legal action will take place against the Co-
Op Corporation.

We are employed by _____ and hold him/her/them
personally and wholly responsible for full payment of the cost of all work done in
the apartment and for materials furnished thereof.

Vendor Signature

Date

Shareholder Signature

Date

EXHIBIT B

Renovation Deposit

A renovation deposit in the amount of \$1,000.00 (one thousand dollars) is to be submitted with your application. The same will be returned to you after the work is completed and inspected.

Give approximate time period of work:

Commencement Date: _____

Completion Date: _____

Please note that should your proposed alterations be extensive, the Corporation's engineer will review plans at the cost of the shareholder.

Name

Date

EXHIBIT C

ADDENDUM TO CONTRACT BETWEEN OWNER AND CONTRACTOR RESPECTING ADDITIONAL INSURANCE COVERAGE AND HOLD-HARMLESS

1. For each job undertaken by the contractor for the owner, whether under an oral or written contract, the Contractor shall provide Commercial General Liability insurance to the Owner and other as specified below. Such coverage shall be in place at all times during the performance of the Work, and shall have the following minimum terms:
 - a. Coverage must be provided on the latest version of ISO form CG 00 01 or its equivalent.
 - b. Additional Insured status shall be granted by use of the latest version of ISO endorsement CG 20 26. The endorsement shall name the following as additional insured (“Additional Insureds”):
 - i. Berkowners Inc.
 - ii. Officers, Directors and Employees of the Berkowners Inc.
 - iii. Shareholder / Owner / Tenant
 - iv. Managing Agent
 - c. The coverage afforded to the Additional Insureds must be at least equal to \$1,000,000 (one million dollars) per occurrence, \$2,000,000 (two million dollars) aggregate.
 - d. The coverage afforded to the Additional Insureds shall be written on a primary basis, and shall not require or contemplate contribution by any other policy or policies obtained by, or available to, any Additional Insured; any other such coverage shall be excess over the coverage to be provided by Contractor.
 - e. Umbrella Excess Liability, at least following form of underlying Commercial General Liability policies, with limits of \$1,000,000 (one million dollars) per occurrence, \$2,000,000 (two million dollars) aggregate. No aggregate shall apply to any coverage that is not subject to an aggregate in the underlying policy.
 - f. Automobile Liability, covering any liabilities of Contractor(s), Subcontractor(s) and 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 0s with a limit at least equal to \$1,000,000 (one million dollars) per occurrence.
 - g. All other insurance required by law or that Owner may reasonably request.
2. In addition to providing the coverage to the Owner and others under Paragraph 1, the Commercial General Liability policy shall provide coverage to the Contractor for the hold-harmless agreement that is part of this Contract (Paragraph 7).
3. All policies shall be written with insurance companies licensed and admitted to do business by the State of New York and rated by A.M. Best Company at least A minus (A-) (policyholders rating) and IX (financial rating).

4. All policies shall be endorsed to require at least 30 days advance notice, certified mail, to the Owner, attention of the Managing Agent, of cancellation, non-renewal, or reduction in coverage.
5. As soon as possible before the work begins on each job performed for the Owner by the Contractor, but at least thirty days (30) before commencement of the Work, the following must be submitted to Owner and Managing Agent with respect to each policy identified in Paragraph 1 hereof.
 - a. A **COPY OF THE POLICY** (not a Certificate of Insurance);
 - b. A **STATEMENT BY THE INSURER OR ITS AGENT** (not by the contractor's broker) on the letterhead of such insurer or agent, attesting to the following:
 - i. That this Addendum has been presented to the signatory for review and evaluation, and that the signatory has made certain that the policy conforms to the obligations assumed by the Contractor in this Addendum;
 - ii. That the signatory has been informed off the expected duration of the Work (and the signatory is to set forth the length of that period in his statement);
 - iii. That the signatory has the authorization extended by the insurer to endorse the policy;
 - iv. That the signatory has endorsed the policy to afford the coverage set out in Paragraph 1 of this Addendum;
 - v. That this policy has been pre-paid for a period of time sufficient to expect that it will remain in force during the expected duration for the performance of the work; and
 - vi. That, if the policy is, by its own terms, to expire prior to the expected duration of the Work, the Additional Insures have the right to pay for the extension of coverage for their job until after the Work is completed.
6. 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:
 - a. Workers' Compensation and Employers' Liability coverage as required by law.
 - b. New York State Disability Benefits Law Coverage as required by law.

HOLD HARMLESS

7. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Berkowners Inc., its Officers, Directors and employees, Shareholder/Resident, Managing Agent, the Architect, Architect's consultants, and agents and employees of any of them 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 there from, 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 part or person described in this Paragraph.

General Conditions

1. It is agreed by the Owner and Contractor that this Addendum is a part of the Contract for all Work to be performed by the Contractor for the Owner, 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.
2. The Contractor agrees that failure of Owner to enforce any of the terms of the Addendum shall not waive the responsibility of the Contractor to comply with these conditions and requirements.
3. If any part of the Work is sub-contracted, each of the sub-contractors (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 provide the insurance coverages specified in this 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 Addendum.
4. The obligations set out in this Addendum shall be in addition to all other obligations assumed by Contractor to Owner; shall not be construed to negate, diminish or otherwise reduce any other rights of Owner; and all liability for breach of performance shall survive the termination of this contract and the approval by Owner of the completion of the Work. Among other obligations, 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.
5. This Addendum shall be interpreted under the laws 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.

THE ABOVE IS AGREED:

Shareholder Signature

Date

Print Shareholder Name

Contractor Signature

Date

Print Contractor Name

[SHAREHOLDER LETTERHEAD]

Date: _____

[Name and Address]

Dear Neighbor:

This is to advise you that in accordance with plans and specifications approved by the Board of Directors, I will be undertaking alterations to my apartment as follows:

Start Date: Expected

Expected Completion Date:

Description
of Work:

I hereby represent to you that I will indemnify you for any damage whatsoever caused by the Work provided that I am (or my designated representative is) afforded the opportunity to inspect your apartment to ascertain its condition prior to commencement of work. This indemnification shall be binding on me if you provide access for such inspection and I do not avail myself of the opportunity to make such inspection. If you provide access and I do not elect to inspect your apartment, it shall be assumed for the purpose of the Work that no damage currently exists in your apartment prior to the commencement of the Work.

If any problems arise during the period that work is proceeding, please advise me in writing and contact the Building' s superintendent and the managing agent immediately.

Thank you for your cooperation.

Sincerely,