

BREVOORT EAST
ORSID REALTY CORP.

**Apartment Decorating Agreement
Include:**

Painting, Refreshing Floors, Wallpapering, Window Washing, Carpet Installation

Date: _____

Re: Apartment No. _____

To:

Gentlemen:

I hereby request permission to decorate 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 be 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 _____ (20 East 9th Street Corp.) (ORSID Realty corp.,) 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 contractor or contractors a written agreement in the form of Exhibit A

- d) To provide you with a security deposit in the amount of \$1,000.00 as security for my obligations hereunder. The corporation shall be the sole arbiter in the determination of charges to be deducted from this deposit.
 - e) To provide you with a check in the sum of \$200.00 payable to ORSID Realty Corp. as a processing fee in connection with this request and the Work, if applicable.
 - f) \$250.00 per set of risers.
2. It is understood that:
- a) I assume all risks of damage to the building and its mechanical system, 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 chance in the operations of the building's heating system to facilitate the functioning of any heating units I may be installing
 - c) 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 not caused by negligence, and to reimburse the Corporation for any expenses (including, without limitation, reasonable attorney's fees and disbursements) incurred as a result of such work.
3. All permitted work shall be completed expeditiously and all work must be completed within _____ days, In the event the work is not completed within such period, the shareholder shall pay to the Corporation \$150.00 per day for each calendar day that the work remains incomplete. An extension may be requested in a letter submitted stating reason and details for the extension and include a time line. Your request will be reviewed by the Board of Directors.
4. No work shall be done, except between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday. No work shall be done on Saturdays and Sundays and Holidays or after 5:30 p.m. Any work which can produce unusual noises, which might be disturbing to building occupants, shall only be done after 10:00 a.m. Monday through Friday. These rules also apply to Shareholders performing the labor themselves. **Before your decorating begins all vents must be covered to prevent the spread of and contamination of dust and debris to other apartments.**

5. All precautions will be taken to prevent dirt, dust and odors from permeating other parts of the building during 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, rubbish, rubble, discarded equipment, empty packing cartons and other materials will be taken out of the building and removed at my expense. I recognize that only the elevators may be used for such removal and only at such times as the Superintendent of the building may direct.
6. I recognize that by granting consent to the work, the corporation does 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 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.
7. 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 any workers, (2) covering the work area with six mill polyethylene plastics or equivalent, (3) protecting the workers, (4) protecting my belongings by covering or removing them from the work area (5) wetting the painted surface before disturbing that 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 areas (de minimis means an area of less than one square foot per room)
 - (b) No more than (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 other than the Shareholder, the contractor shall provide the occupant with the Pamphlet. The contractor shall be responsible for obtaining the shareholder's or the occupant's written acknowledgement of receipt of the Pamphlet or a certificate of mailing evidencing same. The Shareholder hereby acknowledges that the Corporation has no liability or obligation in connection with this notification requirement of the EPA.

I shall cause my contractors and/or workers to perform specialize 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 y contractors and/or worker that they have knowledge of lead-based paint hazards and they will perform the work and clean-up the work iin manner which will avoid creating lead-based paint hazards.

Annexed hereto is the %Work+document and a rider of _____pages which is made a part of this agreement.

Very truly yours,

Shareholder

Shareholder

PERMISSION GRANTED: _____
_____ Apartment Corporation, Owner

By: _____

Name:

Title:

EXHIBIT A

Date: _____

_____ Board of Directors or Managing Agent)

New York, New York _____

Re: Apartment: _____ (the %Apartment+)
_____ (Apartment Corporation)

_____ (Addresses)

_____ New York, NY

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 _____ Apartment Corporation (the %Corporation+) and the Shareholder and (ii) agrees to abide by the terms of the Agreement and rules and regulations of the Corporation from time to time 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 shareholders'servants, 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 and 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,

[Name of Contractor]

By: _____
Name:

Update on Alteration Package.

New Policy on Floor Staining and Poly: Please relay to your contractors:

Building Staff must be notified 72 to 48 hours in advance of Floor Staining and Poly, to give time to notify the surrounding residents.

Contractors are to Cover Vents; Open Windows: Install fans when feasible.

Floor Scraping may take place on Fridays, but no floor staining on Fridays,

No floor staining past 1:00 PM each day.

When Contractors leave apartment Door should be taped shut

Thank you – in advance.

INDEMNITY AGREEMENT

Whereas (name of Company and *having offices at* _____, as “Indemnitor”, is and will be performing certain work at the premises *20 East 9th Street , New York 10003 Apt.()* (the “Property”) pursuant to purchase order or other agreement between and *Shareholder* _____

The Property’s owner, *20 East 9th Street Corp.* and its Managing Agent, *Orsid Realty Corp.*, (each individually and collectively an “Indemnitee”) and Indemnitor hereby agree that the following provisions shall be incorporated by reference into each such Purchase Order or other agreement:

INDEMNIFICATION

To the fullest extent permitted by law, Indemnitor agrees to indemnify, defend and hold harmless Indemnitee from any and all claims, suits, damages, liabilities, professional fees, including attorneys’ fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of the Indemnitor, its agents, servants, subcontractors or employees, or the use by Indemnitor, its agents, servants, subcontractors or employees, of facilities owned or leased by the Indemnitee. This agreement to indemnify specifically contemplates full indemnity, regardless of the availability of insurance to Indemnitor, in the event of liability imposed against the Indemnitee and/or Managing Agent without negligence and solely by reason of statute, operation of law or otherwise, and partial indemnity in the event of any actual negligence on the part of Indemnitee any liability imposed over and above that percentage attributable to actual fault, whether by statute, by operation of law or otherwise.

INSURANCE PROCUREMENT

Indemnitor shall obtain and maintain at all times during the term of this agreement, at its sole cost and expense, the following insurance (a) workers compensation insurance with statutory limits and employer’s liability coverage of not less than \$500,000; (b) commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which insurance shall cover the following: premises and operations liability, products/completed operations, broad form property damage, broad form contractual liability, personal injury and independent contractor’s liability; (c) automobile liability insurance covering owned, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000.

Indemnitor shall cause Indemnitee to be named as an Additional Insured by use of the latest version of ISO endorsement CG 20 26 or equivalent. To the extent that coverage is not available through the use of the CG 20 26 form but rather is written on a “Blanket” Additional Insured basis as required by written contract then this instrument shall constitute and hereby serve to satisfy the “written contract” requirement. Indemnitor shall, by specific endorsement to its primary liability policy, cause the coverage afforded to the additional insureds thereunder to be primary to and not concurrent with other valid and collectible insurance available to Indemnitee. All other valid and collectible insurance available to Indemnitee shall be applied on an excess basis over and above all layers of Indemnitor’s insurance, aforementioned, whether primary or excess. When applicable Indemnitor shall, by specific endorsement to its umbrella/excess liability policy, cause

the coverage afforded to the Indemnitee thereunder to be first tier umbrella/excess coverage above the primary coverage afforded to Indemnitee and not concurrent with or excess to other valid and collectible insurance available to Indemnitee.

20 East 9th Street Corp., and Orsid Realty Corp. (as Indemnitee)

(as Indemnitor)

By: _____
(Please Print)

By: _____
(Please Print)

Signed: _____

Signed: _____

Dated: _____

Dated: _____