



**One Hanson Place Condominium
One Hanson Place
Brooklyn, NY 11243
Decorating Agreement**

Date

Re: Unit No. _____

One Hanson Place Condominium
c/o FirstService Residential
622 Third Avenue
New York, NY 10017

Dear 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 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 One Hanson Place Condominium (the "Condominium"), FirstService Residential (the "Managing Agent"), 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 **\$2,500** as security for my obligations hereunder. The Condominium shall be the sole arbiter in the determination of charges to be deducted from this deposit.



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(e) To provide you with a check in the sum of **\$300.00** payable to the FirstService Residential as a processing fee in connection with this request and the Work, if applicable.

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 Condominium, 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 Condominium for any expenses (including, without limitation, reasonable attorneys' 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 30 days. In the event the work is not completed within such period, I shall pay to the Condominium \$100 per day for each calendar day that the work remains incomplete.

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 or holidays.

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 Condominium's discretion, dirt, dust and/or odors affect other areas of the Building, the Condominium may take such steps as it determines to be necessary to clean or sanitize the affected areas and the unit owner will reimburse the Condominium 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 the elevator may only be used for such removal at such times as the Resident Manager of the building may direct. If the convenience of other tenants requires that the elevator 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.



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7. My failure to comply with any of the provisions hereof shall be deemed a breach 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.

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. 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).

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

Very truly yours,

Unit Owner

Unit Owner

Unit No.

PERMISSION GRANTED: _____

One Hanson Place Condominium
One Hanson Place
Brooklyn, NY 11243

By: _____

Name:

Title:



EXHIBIT A

Date: _____

Board of Managers
One Hanson Place Condominium
C/o FirstService Residential
622 Third Ave, 15th Floor
New York, New York 10017

Re: Apartment: _____ (the "Apartment")

Unit Owner: _____ (the "Unit Owner")

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 One Hanson Place Condominium (the "Condominium") and the Unit Owner and (ii) agrees to abide by the terms of the Agreement and the rules and regulations of the Condominium from time to time in effect.

The undersigned further agrees that it will not make any claim against, or seek to recover from the Condominium or the Condominium's other unit owners or their respective, 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 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,

[Name of Contractor]

By: _____
Name:

EXHIBIT B

Date: _____

One Hanson Place Condominium
C/o First Service Residential
622 Third Avenue
New York, New York 10017

Re: Apartment: _____ (the "Apartment")

New York, New York 10128

Unit Owner: _____ (the "Unit Owner")

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") One Hanson Place Condominium (the "Corporation") and the Unit Owner 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 officers, directors, Unit Owners, 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 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 negligence of that Indemnified Party.

Sincerely,

Name of Contractor

By: _____

Notary Public