



## ALTERATION AGREEMENT

BY SUBMITTING THE REQUIRED DOCUMENTS LISTED ON THIS PAGE AND SIGNING THE BELOW AGREEMENTS,  
YOU AGREE TO ADHERE TO ALL THE RULES & REGULATIONS SET FORTH BELOW.

**ALL CONTRACTORS MUST ADHERE TO THE CURRENT NYS MANDATORY CONSTRUCTION GUIDELINES**

Submit forms to [info@teametbk.com](mailto:info@teametbk.com)

### Required Paperwork

1. The owner/hiring party must submit an Alteration Agreement Notice that has been approved and signed by **THE REFERRED TO ASSOCIATION BOARD** and has been filed with **Team ETBK**.
2. The contractor **MUST PROVIDE** the following to **Team ETBK**:
  - Scope of work
  - Drawing and specs
  - Signed alteration agreement
  - Permits
  - Licenses
  - Indemnity Agreement
  - Mechanics Lien - NOTARIZED
  - Certificates of Insurance (Worker's Compensation and Liability insurance) must be provided & filed for:
    - Unit Owner(s) - Full Names and Address
    - Condo Association name and address
    - Team ETBK 448 Third Avenue - OFFICE - Brooklyn NY 11215

### Access to the Building

1. All workers must have clearly identifiable work shirts or name badges with business info during working hours.
2. All workers must remain in the work area.
3. Work is permitted between 9 a.m. and 4:30 p.m., Monday through Friday.
4. All workers must exit the building by 5:00 p.m.

### Conduct

1. Be respectful to all Condominium Building residents, employees & visitors.
2. **Team ETBK** reserves the right to inspect all work during its progress and before completion.
3. All plumbing work must be inspected by **Team ETBK** and/or the Building's Architect prior to closing any open walls.
4. The Contractor and Work Crews should contact the **Team ETBK** about any problems.
5. Contractor and Work Crews may not use the Building's carts or trolleys.
6. Deliveries must be scheduled with **Team ETBK** 48 hours in advance.
7. No tools or materials may be stored in the Building's common areas or basement without written permission from **Team ETBK** and the Association Board.

### Cleanliness

1. All hallway and apartment floors must be protected.
2. All protective materials must be removed from the common areas of the Building by the end of every workday.
3. All rubbish must be properly removed from the Building daily.
4. No rubbish may be stored in the Building's basement.
5. All common hallways affected by the Work must be swept and mopped daily.

Contractor Initials	Date
---------------------	------



## ALTERATION AGREEMENT Regarding the Renovation of

Building Address	Unit Number
Owner First Name	Owner Last Name

To whom this concerns:

We,	Contractors' Business Name
	Contractors' Business Address
	Phone
	Email

are the Contractor(s) hired to perform the Work in the above-referred-to apartment. We have reviewed the Alteration Agreement attached hereto (the "Alteration Agreement") and confirm the following:

- The description in the Alteration Agreement of the Work to be done by us is accurate. We will not perform any work not described in the Alteration Agreement or employ any subcontractors not approved by you.
- We have read the Alteration Agreement and understand the work rules relating to your Building set forth therein. We agree to follow those rules as they relate to the Work to be performed by us, including, without limitation, our obligation to remove all debris associated with the Work from the Building and the sidewalk adjacent to the Building.
- We understand that the Alteration Agreement contains a requirement that we maintain the insurance described therein and we agree to comply with that requirement. We will not utilize any employee not covered by such insurance or any subcontractor not covered unless such subcontractor is covered by an insurance policy for which an ACORD form has been provided to you and accepted by you in writing.
- We understand that the Alteration Agreement requires that only properly licensed persons perform plumbing, electrical and other work requiring licensed personnel and we agree to comply with such requirements.
- We understand that our contract is exclusively with the hiring unit owner(s), and we acknowledge that **THE REFERRED TO ASSOCIATION** has no liability for payment of the work we perform for the hiring unit owner(s), and accordingly, we agree that we will not place a mechanics lien on the building or name **THE REFERRED TO ASSOCIATION** or any of its representatives as a party in interest.

Contractor - First & Last Name (Print)	Signature	Date
Home Owner - First & Last Name (Print)	Signature	Date
Management - First & Last Name (Print)	Signature	Date



## WAIVER OF LIEN Regarding the Renovation of

Building Address	Unit Number
Owner First Name	Owner Last Name

### KNOW ALL PERSONS BY THESE PRESENTS:

That we the undersigned, and each of us, for the consideration of One Dollar and other good and valuable considerations received by each of us in consideration of these presents, being contractors or sub-contractors in respect to certain improvements to real property located at the above listed premises located in New York City, County of Kings, State of New York, do hereby covenant and agree not to claim or file a mechanics or other lien against the aforementioned property or any part thereof for materials to be furnished or for labor to be performed in connection with improvements to the said property.

Business Name	Address	Phone
Contractor - First & Last Name (Print)	Signature	Date

STATE OF NEW YORK

COUNTY OF \_\_\_\_\_

This instrument was acknowledged before me on	Date
by President of above listed company	
Notary Public, State of New York	



## HOLD HARMLESS AGREEMENT

This Hold Harmless Agreement ("Agreement") is made and entered into as of the Effective Date by and between ETGC Services Inc, a New York corporation, with its principal place of business at [Company Address] (hereinafter referred to as "Contractor"), and [Subcontractor's Name], a [State] corporation, with its principal place of business at [Subcontractor's Address] (hereinafter referred to as "Subcontractor").

### 1. HOLD HARMLESS AND INDEMNIFICATION

**1.1 Indemnification by Subcontractor.** To the fullest extent permitted by law, the Subcontractor agrees to indemnify, defend, and hold harmless ETGC Services Inc, its officers, directors, employees, agents, affiliates, and assigns (collectively, "Indemnitees") from and against any and all claims, liabilities, damages, losses, costs, and expenses (including reasonable attorney fees and court costs) arising out of or in connection with:

- a. Any bodily injury, death, or property damage caused by any act, omission, or negligence of the Subcontractor, its employees, agents, representatives, or lower-tier subcontractors in connection with the performance of work under this Agreement.
- b. Any failure by the Subcontractor to comply with any federal, state, or local laws, regulations, or codes applicable to the work performed under this Agreement.
- c. Any breach of this Agreement by the Subcontractor, including, but not limited to, failure to carry the required insurance as set forth herein.

**1.2 No Limitation by Insurance.** The obligations of the Subcontractor under this section shall not be limited in any way by any insurance coverage or the limits of any insurance policy.

### 2. INSURANCE REQUIREMENTS

**2.1 Required Coverage.** The Subcontractor shall procure and maintain, at its sole cost and expense, insurance coverage of the following minimum limits:

- a. **General Liability Insurance:** - General Aggregate Limit (Other than Products Completed Operations): \$1,000,000 - Products Completed Operations Aggregate Limit: \$1,000,000 - Each Occurrence Limit: \$1,000,000
- b. **Workers' Compensation Insurance:** As required by applicable state law.
- c. **Commercial Auto Liability Insurance:** - Combined Single Limit: \$1,000,000 per accident for bodily injury and property damage, covering all owned, non-owned, and hired vehicles used in performance of the work.

**2.2 Additional Insured.** The Subcontractor shall name ETGC Services Inc as an Additional Insured under the General Liability and Commercial Auto Liability policies. Such insurance shall be primary and non-contributory to any insurance maintained by ETGC Services Inc.

**2.3 Certificates of Insurance.** Prior to commencing work, the Subcontractor shall provide the Contractor with valid certificates of insurance evidencing compliance with these insurance requirements. The certificates shall state that coverage will not be canceled, materially changed, or non-renewed without at least thirty (30) days' prior written notice to ETGC Services Inc.

### 3. SAFETY AND COMPLIANCE

**3.1** The Subcontractor shall perform all work in a safe and workmanlike manner, in compliance with all applicable federal, state, and local laws, regulations, and industry standards, including but not limited to the Occupational Safety and Health Administration (OSHA) regulations.

**3.2** The Subcontractor shall ensure that all employees, agents, and lower-tier subcontractors use appropriate personal protective equipment (PPE) and adhere to site safety protocols as required by ETGC Services Inc and applicable law.



#### 4. TERM AND TERMINATION

- 4.1 This Agreement shall remain in effect for the duration of the Subcontractor's work for ETGC Services Inc and shall survive the completion of such work for any claims arising therefrom.
- 4.2 The Contractor reserves the right to terminate this Agreement immediately in the event of the Subcontractor's failure to comply with any of the terms and conditions herein.

#### 5. MISCELLANEOUS

- 5.1 **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of New York.
- 5.2 **Severability.** If any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions shall continue in full force and effect.
- 5.3 **Waiver.** No waiver by either party of any breach or default under this Agreement shall be deemed a waiver of any subsequent breach or default.
- 5.4 **Entire Agreement.** This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, representations, and understandings, whether written or oral.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

Contractor - First & Last Name (Print)	Signature	Date
Home Owner - First & Last Name (Print)	Signature	Date
Management - First & Last Name (Print)	Signature	Date