

198 East Tenants Corporation

198 East Seventh Street * New York, NY 10009

Work Agreement

Date:

Board of Directors
198 East Tenants Corporation
198 E. 7th Street
New York, New York

Re: Apartment Number(s): _____(the "Apartment")
198 E. 7th Street
New York, New York ("The Building")

To The Board:

Pursuant to the Proprietary Lease between 198 East Tenants Corporation (the "Corporation") and the undersigned (the "Lessee"), the undersigned (herein referred to as "Shareholder") hereby requests from you (herein referred to as the "Board") permission to contract worker(s) (herein collectively referred to as the "Work") in the Apartment, and agrees to the following terms and conditions:

1. **Indemnification by Shareholder's Contractors.** Shareholder shall, before commencing any Work, obtain from each of Shareholder's contractor(s) a written indemnification agreement, wherein such contractors agree to defend, indemnify and hold harmless the Board and the Board's agents, partners, servants, employees, lessees, guests, licensees, invitees and all other occupants of the Building, against any and all liability, including reasonable 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 solely by the affirmative negligence of the party indemnified herein.

2. **Indemnification by Shareholder.** Shareholder hereby indemnifies and holds harmless the Board, the Board's architect or engineer, the Board, and other shareholders and residents of the Building against any damages suffered to persons or property as a result of the Work, whether or not caused by negligence, and for any and all liabilities arising therefrom or incurred in connection therewith, including, without limitation, any liability incurred in connection with the removal, encapsulation, enclosure or abatement of asbestos containing material or the transportation and disposal of the same, and Shareholder shall reimburse the Board, the Board's architect or engineer, Board, 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, including, without limitation, asbestos abatement, if any.

3. **Work Done at Shareholder's Expense.** Shareholder accepts sole responsibility for the Work and for all costs in connection with the Work.

4. **Work Done at Shareholder's Risk.** Any damage to the Apartment, the Adjacent Premises or other apartments or the common elements of the Building, including, but not limited to the common structure, infrastructure, equipment, doors and finishes of the Building, caused by or resulting from the Work, shall be covered by the insurance coverage required of Shareholder, or Shareholder's contractor(s) or subcontractor(s), as the case may be. However, the existence of such insurance shall not relieve Shareholder of liability therefor. If the Board advises Shareholder of any damage, which in the Board's opinion, was caused by the Work, Shareholder shall promptly submit such claim to their insurance carrier and to their contractor(s) or subcontractor(s)

for submission to their insurance carrier, as appropriate. Shareholder agrees to use all reasonable efforts, and to cause the contractor(s) and subcontractor(s) likewise to use all reasonable efforts, to cause any insurance carrier insuring Shareholder or Shareholder's contractor(s) or subcontractor(s) to expeditiously review and settle damage claims for which they are responsible.

5. Shareholder's Responsibility for Damage. The resident of any other apartment in the Building which has been damaged by the Work (a "Resident"), or the Board, in case of damage to any common element, shall have the right to have such damaged apartment or common element restored to its prior condition at Shareholder's sole cost and expense. Shareholder shall have the opportunity to make such repairs, provided that such repairs shall restore the damaged apartment and/or common element or installation to its prior condition, and Shareholder shall promptly arrange for such repair.

In the event repairs fail to restore the damaged apartment and/or area or installation to its prior condition, or Shareholder fails to promptly repair the damage, then the Shareholder of the damaged apartment or the Board, as the case may be, may then have the right to repair any damage, at Shareholder's sole cost and expense.

Shareholder

Contractor