

Remodeling, Renovation and Appliance Agreement

3750 N Lake Shore Drive Inc

Please complete and submit all pages. The Shareholder & Contractor must initial p. 1 & 2 and sign p. 3. The Shareholder must sign p. 4 & complete appropriate sections on p. 5.

1. **Insurance:** The Corporation requires a Certificate of Insurance from all Prime Contractors. The certificate will include: All types of insurance including but not limited to general liability, automobile liability, excess/umbrella coverage (if any) and workers compensation.

Commercial General Liability

Each Occurrence Limit \$1,000,000

General Aggregate Limit \$2,000,000

Worker's Compensation

Bodily Injury by Accident \$500,000 Each Accident

Bodily Injury by Disease \$500,000 Policy Limit

Bodily Injury by Disease \$500,000 Each Employee

Additional Certificate Holder

3750 Lake Shore Drive, Inc.

3750 N. Lake Shore Drive

Chicago, IL 60613

Additional Insured Clause

3750 Lake Shore Drive, Inc. & Lieberman Management Services, Inc.

Forward certificates to Drago Simonovic (Fax) 773.248.0510, email

dsimonovic@3750lsd.net For questions, please call 773.248.3750.

2. **City Code(s):** The Shareholder, Contractor and Architect are responsible for the compliance with Chicago City Code(s).
3. **Heating, Plumbing, Electrical and Architectural Changes:** The Contractor, Shareholder and Architect agree that none of the heating system lines, drain lines, gas lines or electrical service will be altered in this renovation. Any main line water shutoff or heating interruptions must be requested through the management office three days in advance of the shutoff and/or interruption. One such shutoff and/or interruption will be at no charge; subsequent shutoffs and/or interruptions will be charged to the Shareholder at a cost of \$100.00 each.
4. **Building Inspection:** Management will make at least two inspections during remodeling. Building staff will inspect and, if necessary, open walls to inspect and repair pipes. The building will repair any walls it opens and will apply one coat of primer. Shareholders should arrange for the first building inspection early in the project so that remodeling work will not be delayed.
5. **Work Hours:** Work hours are 8:00 a.m. to 5:00 p.m., Monday through Friday, and 8:00 a.m. to 2:00 p.m. on Saturday. Saturday work shall be limited to work of a restricted nature, which does not generate noise. To accommodate extenuating circumstances during the week, work of a restricted nature may be extended into the evening hours with pre-authorization from Management.

Initials: Contractor _____ Shareholder _____

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6. **Noise:** Expected excessive construction noise must be reported to the Management Office prior to the commencement of such work to allow notice to Shareholders. Noisy construction work may only take place on weekdays between 8:00 am and 5:00 pm
7. **Debris/Appliance Removal/Disposal:** All construction debris and large appliances, e.g., cabinets, radiators, carpeting, sinks, bathtubs, toilets, doors, flooring, etc. will be removed by the contractor from the building premises. The seller is responsible for removing the old appliance. Debris or appliances may not be stacked in the service hallway. A dumpster may be ordered however it cannot be located in the west alleyway and requires a city permit. A truck hired for debris removal may be parked at the loading dock while debris and construction material is loaded; however it may not be left unattended. A Shareholder acting as his/her own contractor must make his/her own arrangements for the prompt removal of all construction debris.
8. **Clean up:** The Contractor agrees to have the proper equipment on hand to clean up common areas dirtied by his/her workers at the end of each day. Common areas include but are not limited to hallways, foyers and stairways surrounding the apartment, the service elevator, back halls and loading area/alley. All front and back entry doors must be covered with plastic to protect the common areas. In the event that additional clean up is required, it will be done by the building staff and charged to the Shareholder at an hourly rate.
9. **Service Elevator:** Dedicated use of the service elevator must be requested at least 24 hours in advance, and approved by the Management Office who will notify Shareholders. The Contractor agrees that the service elevator will not be held at any time during the construction period unless pre-authorized by the Management Office.
10. **Parking:** The Contractor agrees that vehicles will not be parked in the west alley. Use of this area is restricted to loading and unloading of vehicles only. To minimize scheduling conflicts, the Receiving Room should be notified in advance if the loading dock will be required. A note should be left on the dashboard, with the apartment number clearly displayed, if a vehicle is left unattended for more than a few minutes. Vehicles left unattended for prolonged periods may be towed at the owner's expense.
11. **Daily Sign-in:** All outside personnel are required to sign in daily at the Receiving Room, and to leave their driver's license or credit card while in the building.
12. **Scope of Work:** The work covered by this agreement shall be limited to the work described in the attachment labeled Description of Work.

Initials: Contractor _____

Shareholder _____

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The Contractor, Architect and Shareholder have read and agree to abide by the House Rules and rules and guidelines set forth in this agreement.

The Contractor further understands and agrees that 3750 Lake Shore Drive, Inc. is a cooperative, and that he/she has no right to lien any property relating to the Corporation under the Mechanic's Lien Laws of the State of Illinois.

All parties must sign below and return a copy of this Agreement to Management prior to the commencement of any work.

Shareholder signature

Date

Shareholder printed name

Apartment number

General Contractor signature

Date

General Contractor printed name

Telephone number

Architect (if applicable) signature

Date

Architect printed name

Telephone number

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Shareholder Agreement

The Shareholder is to complete and submit with Remodeling, Renovation & Appliance Agreement

As part of the renovations and remodeling for Apartment _____ (*Insert apartment number*) If any mechanics' or other lien(s) caused or created by the Lessee or anyone claiming through or under the Lessee shall at any time be filed against the Apartment or 3750 Lake Shore Drive, Inc., the Lessee shall within thirty (30) days after the date of receiving notice of filing of the lien(s) either (i) cause the same to be discharged of record; or if the Lessee shall desire to contest such lien(s), (ii) shall procure a bond in the full amount of the lien(s) plus reasonably foreseeable costs and fees to be incurred by Lessee, in a form and by a bonding company approved by Lessor, whose approval shall not unreasonably be withheld, unless Lessor agrees to some other sort or form of security, such as a title indemnity fund at a title insurance company, letter of credit, or collateralized security agreement. Subject to Lessee's right of appeal, the judgment of any court of competent jurisdiction determining the validity and/or amount of any such lien(s) shall be conclusive of such fact as between the Lessor and the Lessee, and Lessee shall immediately pay judgment rendered, with all costs and charges and shall have the lien(s) released and any judgment satisfied. If the Lessee fails to discharge any lien(s) or to provide the Lessor with security as stated above within the time specified above, then the Lessor may, at its option, pay or discharge any such lien(s) or claim for lien(s), and shall have the right to collect, as additional rent, all amounts so paid and all costs and expenses paid or incurred in connection therewith, including reasonable attorneys' fees and disbursements together with interest thereon from the time or times of payment.

The registered shareholder(s) must sign below and return a copy of this agreement to the Management with the Remodeling, Renovation and Appliance Agreement.

Shareholder signature

Date

Shareholder printed name and apartment number

Shareholder signature

Date

Shareholder printed name and apartment number

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Remodeling/Renovation Checklist

Shareholder's Name: _____

Apt #: _____

Application Date _____

Proposed start date of Project _____

Proposed duration of the Project _____

The following items must be submitted to the Receiving Room for review by the Engineer and or House Committee before your contractors may enter the building. Projects involving any changes to building elements required Board approval.

This section to be completed by the Shareholder

- Description of Work
(Written detailed description)
- Appliance specification sheet(s)
(If applicable)
- Marked Floor Plan / Construction Plans
(Engineer/architect stamped copy, if applicable)
- Remodeling/Renovation Agreement
(Signed by contractor & shareholder)
- Shareholder Mechanic's Lien Agreement
(Signed by shareholder)
- Contractor(s) Certificate of Insurance
- List of Contractors

This section to be completed by Management

<u>Date</u>	<u>Item</u>
_____	Building Engineer's Review
_____	Architectural Review
_____	House Approval
_____	Infrastructure Approval
_____	Board Approval