



Kings Wood Owners' Corp.

146 Church Street, Apt. 3B
Kings Park, New York 11754

(631) 269-6424
(631) 269-3945 Fax

TO: The Board of Directors

DATE: _____

RE: REQUEST FOR FLOORING ALTERATIONS

NAME: _____ APT# _____

CONTRACTOR(S): _____

The following is a description of my proposed installations/renovations: _____

Please check off all new materials to be installed:

ROOMS:	MATERIAL INSTALLING	SIZE OF AREA RUGS/CARPET	TYPE OF (padding) UNDERLAYMENT
_____ Foyer	_____	_____	_____
_____ Hallway	_____	_____	_____
_____ Bedroom(s)	_____	_____	_____
_____ Living Room	_____	_____	_____
_____ Dinette	_____	_____	_____
_____ Kitchen	_____	_____	_____
_____ Bathroom	_____	_____	_____

Note: Flooring Alterations without Board Approval are subject to a violation fee \$500.

The following are acceptable materials to help absorb sounds from traveling to adjacent apartments:

1ST FLOOR SHAREHOLDER:

- Hardwood Flooring or **formaldehyde free** Laminate Flooring in conjunction with area rugs and padding to cover at least 80% of the floor throughout with the exception of kitchens, bathrooms, closets and foyer (1 bedroom terrace apt.).

Hardwood Flooring Finishes: Water based polyurethane instead of oil is preferred due to odors. Proper ventilation is needed to vent out any odors.

- Wall-to-wall carpeting with padding (see carpet padding specifications below) with the exception of only kitchens, bathrooms, closets and foyer (1 bedroom terrace apt.).

2nd FLOOR SHAREHOLDER:

- **Formaldehyde free, no less than 7 MM thick Laminate Flooring over Quiet Walk Acoustical Underlayment** (see 2nd Floor Laminate Underlayment specifications below) in conjunction with area rugs and padding to cover at least 80% of the floor (see carpet padding specifications below) throughout with the exception of kitchens, bathrooms, closets and entry foyer (1 bedroom terrace apt.).

2nd Floor Laminate Underlayment Specifications: Quiet Walk Acoustical Underlayment (soundproofing material) manufactured by MP Global Products. Samples of the underlayment and installation contractors' contact information can be seen at the Kings Wood Owners Corp. office.

- **Other flooring alternative are subject to Board approval prior to installation. Please submit your request with material and installation specifications to the office for Board approval.**
 - ALL Flooring must comply with area rugs and padding to cover at least 80% of the floor (see carpet padding specifications below) throughout with the exception of kitchens, bathrooms, closets and entry foyer (1 bedroom terrace apt.).

ALL SHAREHOLDERS CARPET PADDING SPECIFICATIONS: "Rebond" foam 6 to 8 lbs padding, 1/2" thick. NOTE: Life expectancy for carpet padding is 10 years.

When replacing your carpet and padding, your floor boards MUST be checked for squeaks. Squeaky board(s) should be screwed into the joist to eliminate squeaking noise(s) prior to installing new carpet, padding and laminate or hardwood. Please contact the Kings Wood office to schedule this work at NO COST to the shareholder.

Kings Wood will not be responsible for any flexing, warping, shifting, or other damages/defects of any material installed by shareholder's nor shareholder's contractor.

I acknowledge that the Board reserves the right to request an assessment by an acoustical engineer selected by the corporation and at my cost and expense.

I agree to provide the Cooperative the following.

1. The enclosed Indemnity Agreement must be signed and returned to the Kings Wood office.
2. Copy of Resident's Insurance showing a minimum of \$100,000 general aggregate per occurrence showing **Kings Wood Owners Corp named additional insured.**
3. Contractor's Insurance of \$1,000,000 Liability Coverage; Workers Compensation Certificate Coverage not less than \$500,000, WRITTEN TO: **Kings Wood Owners Corp. 146 Church Street, Apt 3B, Kings Park, NY 11754, its Board of Directors, and trustees, and employees as an additional insured,** no more than 30 days old.
4. Attached is a COPY OF THE CONTRACT(S) proposal showing the exact dimensions, materials, and location of the proposed installation/renovation within the apartment.

5. Inform Contractor that workers are not allowed to smoke anywhere on the property.

I acknowledge and agree that if my flooring alterations are approved, such approval will be subject to signing of a hold harmless agreement by me/us and contractor(s).

Very truly yours,

Shareholder's Signature

Shareholder's Signature

INDEMNIFICATION and HOLD HARMLESS AGREEMENT

This INDEMNITY AGREEMENT (this "Agreement") is made effective as of _____, 20__ by and between **Kings Wood Owners Corp.** (hereinafter referred to as, "K.W.O.C."), a co-op, having a business address of 146-3B Church Street, Kings Park, New York 11754 and _____ (hereinafter referred to as "contractor"), having a business address of _____ and _____ and _____ (hereinafter referred to as "shareholder(s)"), residing at _____, New York.

WHEREAS, _____ (contractor) will be performing the following services for _____ (shareholder(s)); and _____; and

WHEREAS, in exchange for valuable consideration, contractor and shareholder(s) desire to indemnify K.W.O.C. from any claims and/or litigation arising out of contractor's performance of the aforementioned work or services.

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, K.W.O.C. and contractor and shareholder(s) hereby agree as follows:

TERMS

1. Indemnification:

To the fullest extent permitted by law, contractor and shareholder(s), their successors and/ or assigns, jointly and/or severally shall fully defend, indemnify, and hold harmless K.W.O.C., its officers, directors, shareholders, employees and volunteers from any and all claims, lawsuits, demands, causes of action, liability, loss, damage and/or injury, of any kind whatsoever (including without limitation all claims for monetary loss, property damage, equitable relief, personal injury, loss of services and/or wrongful death), whether brought by an individual or other entity, or imposed by a court of law or by administrative action of any federal, state, or local governmental body or agency, arising out of, in any way whatsoever, any acts, omissions, negligence, or willful misconduct on the part of contractor, its officers, owners, personnel, employees, agents, contractors, invitees, or volunteers, but not as the result of any act or omission of K.W.O.C., its officers, directors, shareholders, employees and volunteers. This indemnification applies to and includes, without limitation, the payment of all penalties, fines, judgments, awards, decrees, attorneys' fees, and related costs or expenses, and any reimbursements to KWOC for all legal fees, expenses, and costs incurred by it.

2. Authority to Enter Agreement:

Each Party warrants that the individuals who have signed this Agreement have the actual legal power, right, and authority to make this Agreement and bind each respective Party.

3. Notification of Claims; Litigation:

The parties agree to notify one another in writing to the addresses above of any notice of any claim or service of any litigation papers concerning the work or services mentioned in this agreement or allegedly arising from any act or omission regarding same within ten (10) business days of receipt of the notice or service of documents.

4. Amendment; Modification:

No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by all parties.

5. Waiver:

No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual right by custom, estoppel, or otherwise.

6. Attorneys' Fees and Costs:

If any legal action or other proceeding is brought in connection with this Agreement, the successful or prevailing party shall be entitled to recover reasonable attorneys' fees and other related costs, in addition to any other relief to which that party is entitled.

7. Entire Agreement:

This Agreement contains the entire agreement between the Parties related to the matters specified herein, and supersedes any prior oral or written statements or agreements between the Parties related to such matters.

8. Enforceability, Severability, and Reformation:

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The intent of the parties herein is to provide as broad an indemnification as possible under New York law.

9. Applicable Law:

This Agreement shall be governed exclusively by the laws of New York, without regard to conflict of law provisions and any action brought regarding this agreement must be brought in a Court of Competent jurisdiction in Suffolk County, New York.

KINGS WOOD OWNERS CORP.

By: _____, President / Vice-President

STATE OF NEW YORK)
COUNTY OF _____)

On the ___ day of _____, 20__ (KW President/VP) before me personally came to me known, who being by me duly sworn, did depose and say that she is the President/Vice-President of **KINGS WOOD OWNERS CORP.**, the corporation described in and which executed the foregoing instrument; that she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that she signed her name thereto by like Order.

Sworn to before me this
___ day of _____, 20__

NOTARY PUBLIC
FORMS/FLOORINGALTERATIONSform8/26/21.doc

STATE OF NEW YORK)

)ss.:

COUNTY OF)

On the _____ day of _____, 20__ _____(name) before me, the undersigned, personally appeared personally known to me or proved to me on the basis of satisfactory evidence to be the individuals whose names are subscribed to the within instrument and acknowledged to me that they executed the same in their capacities and that by their signatures on the instrument, the individuals, or the person upon behalf of which the individuals acted, executed the instrument.

Sworn to before me this

___ day of _____, 20__

NOTARY PUBLIC

(Name and Title), Contractor

Contractor shall be responsible to the fullest extent permitted by law for all safety measures, including but not limited to safety equipment, by way of example and not by limitation: scaffolding, appropriate ladders, safety belts, safety harnesses, personal protective equipment and shoring per OSHA and/or NYS regulations and CDC Guidelines, which is needed to protect its workers, all Kings Wood Owners residents and visitors and adjacent property owners.

I understand and agree that workers are not allowed to smoke anywhere on the property and will comply with all NYS CDC guidelines including, but not limited to PPE and Covid-19 protocols.

ALL CONTRACTS MUST REPORT TO THE OFFICE BETWEEN 9 AM TO 4 PM, MONDAY THRU FRIDAY FOR COVID-19 CLEARANCE BEFORE ENTERING ANY HALLWAY TO START WORK.

, Shareholder

, Shareholder

Covid-19 Checklist for Contractors

Job Site Worker Considerations

Here are five key questions and considerations to help you ensure your job site workers are safe.

Do you have general safety policies in place that include COVID-19?	Employees, visitors, and contractors should be asked if they exhibit symptoms of COVID-19. Workers should refrain from sharing tools and equipment and have access to handwashing stations and alcohol-based hand sanitizers.	Yes / No
Do you have COVID-19 training practices in place?	In addition to updating your training practices for COVID-19, you should have an employee wellness tracker that captures the health of job site workers each day.	Yes / No
Do you have personal protective equipment at your job sites?	In addition to hard hats, it's important to provide masks, gloves, and eye protection.	Yes / No
If you work with subcontractors, do you require them to supplement your policies and procedures?	Subcontractors on your job sites should be providing their personnel with COVID-19 safety procedures.	Yes / No

QUESTION

KEY CONSIDERATION

CIRCLE ONE

Are your worksite, trailers, and break areas cleaned multiple times per day?

You should be using commercial disinfectants and hand sanitizers with 60% or more alcohol.

Yes / No

QUESTION

KEY CONSIDERATION

CIRCLE ONE