

## License Agreement Tips

### 1. When your building needs access to neighbor's building

- a. Once you determine your client is going to perform work, speak with your architect and contractor early in the process to determine if protections will be needed and if so, for which neighboring buildings.
- b. Contact neighbors early in the process. Let them know that work is going to be occurring in the near future and some protections will be needed (even if you don't know the scope of the protections). Keep in contact and give updates.
- c. Have your attorney prepare an access agreement and contractor prepare protection plans and give to neighbor.
- d. Give concessions if reasonable (i.e., license fees, extra protection).
- e. For unreasonable neighbors offer the "reciprocal provision" – Whatever you get now, we get when you need access.
- f. If all else fails, have attorney commence 881 proceeding.

### 2. When neighbor asks your building for access

- a. Immediately contact attorney. Neighbor should pay your professional fees.
- b. Make four requests:
  - i. Copy of work plans to neighbor building and written narrative of work.
  - ii. Copy of protection plans and written narrative of protection plans.
  - iii. Copy of work schedule.
  - iv. Written acknowledgement that neighbor will pay all professional fees (consider requiring an escrow).
- c. Once you receive all of the above:
  - i. Have your architect/engineer review plans and confirm the protections and timelines are satisfactory or recommend changes.
  - ii. Have your attorney prepare access agreement for submission to neighbor.

### 3. What goes in an access agreement

- a. Must Haves – insurance and indemnity provisions.
- b. Negotiable Provisions:
  - i. License Fee – Is work voluntary (new construction) or mandatory (LL 11)?
  - ii. Types of Protection:
    1. Roof protections.
    2. Skylight protection.
    3. Controlled access zone (CAZ).
    4. Sidewalk bridges and scaffolding.
  - iii. Term – How long will access be required?
  - iv. Security Deposit/Escrow.
  - v. New Construction/Demo Issues
    1. Underpinning is a permanent encroachment and not necessarily permitted.
    2. Consider adding requirement for vibration and crack monitors.

*This summary is intended for general informational purposes only and does not encompass every possible circumstance. Specific provisions in the governing documents and/or of the New York Business Corporation Law, the New York Condominium Act, or other applicable laws and regulations may establish requirements or procedures that differ from those summarized here. For legal advice, always speak to an attorney.*