



Garthchester Realty

www.GarthchesterRealty.com

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Forest Hills, New York 11375
(718) 544-0800

Dear Shareholder:

Enclosed please find the alteration agreement for 199 Bronx River Owners Inc. Please read, sign and return this form to the attention of Rose Marie Sotero at Garthchester Realty along with the following required documents:

1. A detailed scope of work, for Board approval.
2. Any plumbing work and electrical work must be done by Westchester County licensed plumbers and electricians, provide certificate of insurance, worker's compensation, license and signed indemnification form. all necessary permits must be obtained before work may begin, (certificate of insurance must be included).
3. Contractors and/or painters must be **EPA certified** if they will be performing work that disturbs any painted surfaces (more than 6 square feet). A copy of this new rule is attached.
4. General contractor's certificate of insurance, worker's compensation, Westchester County Home Improvement License.
5. Indemnification form (must be signed by the shareholder and all contractors).
6. Nonrefundable check for \$300.00 payable to **Garthchester Realty**.
7. **Contractor, plumber and electrician must carry Contractual Liability. Attached is a list of insurance carriers that sometimes exclude this coverage. The contractor can request their carrier to add the following to their certificate: "No exclusion for contractual liability or injury to employees" in the "Description of Operations" section. Contractor's will not be approved to do work in your unit if they do not have this clause written in their COI.**

Before approval may be granted, the alteration agreement must be submitted with the all completed documents listed above. The certificate of insurance must read as follows: **199 Bronx River Owners Corp. and Garthchester Realty listed as additional insured and certificate holder.**

Upon completion of all work, the shareholder is responsible for closing all permits and submitting to Garthchester Realty a copy of the Certificate of Compliance from the building department. Deposit checks will not be returned until all paperwork is completed and submitted.

Thank you for your attention to this matter.

Sincerely,

Rose Marie Sotero
199 Bronx River Owners Corp.

The information and forms provided on this website are subject to change and may, therefore, not be the most current versions. Accordingly, users of this site are advised to check the date of the forms to make sure it is the most current. Garthchester Realty hereby disclaims responsibility for the reliance by any users of this site on the information contained herein without independent verification of its accuracy.

Contractual Liability

To avoid paying claims for large Labor Law 240 third-party law suits, some insurance companies have removed contractual liability from their policies. In this case, your "Additional Insured" status with the contractor will be meaningless, and the contractor's insurance will not back the contractor's indemnification.

Here are few methods to try to determine if your subcontractor has contractual liability:

1. Ask for a copy of the contractor's/sub-contractor's insurance policy and have your broker review it.
2. Make sure "Contractual Liability" is added to the subcontractors' certificate and request "No exclusion for contractual liability or injury to employees" in the "Description of Operations" section.
3. Request Certificate Addendum Acord 855 NY for coverage details from contractor / sub-contractor

Below is a partial list of insurance carriers that sometimes exclude this coverage:

Acceptance Indemnity Ins. Co.	Maxum Indemnity Co.
Alterra E&S	Mt. Valley Indemnity
American Safety	National Fire & Marine
Atlantic Casualty	National Contractors Ins. Co.
Berkley Specialty	Northfield
Burlington	North Sea
Century Surety	Nova Casualty
Colonial Co.	Penn Star
Colony	Preferred Contractors Inc.
Endurance	Ranger
Essex	RCA
Evanston	RI / Mt. Hawley
Everest	Rutgers/American European Ins. Co.
First Century	Tower Insurance
First Mercury - Cover X	Tudor
Hermitage	U. S. Liability / U.S. Underwriters / USLI
Hudson	Ulrica First
Kingstone Insurance	Valley Forge
Max Specialty	Western Heritage

We also recommend you require your subcontractors include a description of the work they plan to do. For example: roofing, excavation, residential carpentry, etc.



199 Bronx River Owner's Corp
Alteration Agreement

This Agreement, made as of this _____ day of _____, _____ between **199 Bronx River Owner's Corp, Inc.** (the "**Corporation**") with an address c/o Garthchester Realty 440 Mamaroneck Ave S512., Harrison, NY 10583 and _____ (the "**Shareholder**") having a mailing address of _____.

WITNESSETH:

WHEREAS, the Shareholder desires to install equipment and/or make alterations in apartment (_____) (the "**Apartment**") at (_____);
WHEREAS, the proprietary lease (the "**Lease**") between the Shareholder and the Corporation provides that no equipment shall be installed and no alterations shall be made in the Apartment without the consent of the Corporation; and
WHEREAS, the Shareholder desires to obtain such consent;
NOW, THEREFORE, the parties agree as follows:

1. **Shareholder's Submissions**. Together with this Agreement, Shareholder is delivering to the Corporation:
 - a. **FOUR SETS OF:** detailed plans, drawings and specifications for the equipment proposed to be installed and/or the alterations proposed to be made which, if so required by the Corporation, have been prepared by a licensed architect or engineer. Such plans, drawings and specifications include a room by room list of the equipment to be installed and a description of the alterations to be made. Architects must also include CAD drawings on a CD.
 - b. A check in the sum of no less than **\$1,250.00** payable to the Corporation for the security deposit required to be posted by the Shareholder as provided for in Section 13 of this Agreement, if required by the Corporation. The Corporation reserves the right to increase the security commensurate with the scope and nature of the work, as determined solely by the Corporation. **Failure to use and/or complete this form and its deposit shall result in the forfeiture of the security deposit.**
 - c. A check in the sum of **\$300.00** payable to Garthchester Realty as a processing fee in connection with this request.
 - d. At the Board's sole discretion, our architect/engineer, Lawless & Mangione, may be requested to review all plans/spec's for compliance with all state, county and local codes. All fee's associated with their review shall be borne solely by the applicant. Fees may be required at any point during the alteration process and due upon request.

e. The Shareholder must show proof of homeowner's insurance with 199 Bronx River Owner's Corp. and Garthchester Realty listed as additional interests.

2. Review of Plans, Drawings and Specification. The plans, drawings and specifications submitted by the Shareholder may be subject to review and approval by the Corporation and its architect or engineer (the "**Corporation's Designated Engineer**"), and the Shareholder shall make such changes in and to such plans, drawings and specifications as the Corporation or the Corporation's Designated Engineer shall require in order to obtain such approval. The term "**Plans**" as used in this Agreement shall refer to the plans, drawings and specifications as approved in writing by the Corporation and the Corporation's Designated Engineer and the term "**Work**" shall refer to the work called for by the Plans or any other work performed by or on behalf of the Shareholder. After approval by the Corporation and the Corporation's Designated Engineer, notwithstanding any approval of the Plans by the Corporation or the Corporation's Designated Engineer, the Shareholder shall be solely responsible for the Plans, for insuring compatibility with the systems and facilities of the Building and for compliance with applicable laws and codes. The Corporation's execution of the Agreement does not constitute consent to the work called for by the plans, drawings and specifications submitted by the Shareholder, and the Corporation retains all of its rights under the Lease to withhold consent. Only written approval of such plans, drawings and specifications as provided for above shall constitute the Corporation's consent to the Work called for by the Plans, and any such consent shall be subject to the terms of this Agreement.

- 3. Pre-Conditions to Commencement of Work by Shareholder.** The Shareholder shall not commence the Work unless and until all of the following has occurred:
- a. The Corporation and the Corporation's Designated Engineer shall have approved in writing the plans, drawings and specifications submitted by the Shareholder, and the Shareholder shall have received a copy of such approvals.
 - b. The Shareholder shall have submitted to the Corporation [i] a list of all contractors, subcontractors and suppliers who will perform or provide materials for the Work and [ii] complete copies of all agreements entered into with such contractors, subcontractors and suppliers pertaining to the Work.
 - c. The Shareholder shall have made all required filings with, and received all required permits, approvals, licenses and consents from, all governmental agencies having jurisdiction over the Work including, but not limited to, the City of Yonkers Building Department, and the Shareholder shall have furnished copies of all such filings, permits, approvals, licenses and consents to the Corporation. The determination of the Corporation's Designated Engineer as to the need for any such filing, permit, approval, license or consent shall be conclusive.
 - d. The Shareholder shall have caused each of its contractors to furnish to the Corporation the insurance policies described on Exhibit A attached hereto or certificates thereof. Such policies [i] shall name the Corporation, the Corporation's officers, directors and shareholders, the Corporation's Designated

Engineer, the Managing Agent and the Shareholder, as parties insured, [ii] shall be issued by companies reasonably acceptable to the Corporation and [iii] shall provide that they may not be cancelled or terminated without at least ten (10) days prior written notice to the Corporation. The Shareholder shall cause all such insurance policies to be kept in full force and effect until the completion of the Work.

4. **Shareholder to Give Notice Prior to Commencement of Work.** Prior to commencing the Work, the Shareholder shall give at least five (5) days' prior written notice to the Corporation's Designated Engineer, the superintendent of the Building, Managing Agent and all Neighboring Units (above-below-adjacent) of the date on which the Work will commence and the estimated duration of the Work.

5. **Performance of the Work.**

a. **In General.** The Shareholder shall perform the Work strictly in accordance with the Plans and shall not perform any Work not called for by the Plans. In performing the Work, the Shareholder shall comply with [i] all applicable laws and codes, [ii] the requirements of all insurance policies covering the Work, the Apartment or the Building, [iii] this Agreement, [iv] the Lease, [v] the House Rules [vi] the requirements of the Corporation and [vii] any directions given by the Managing Agent, the Corporation's Designated Engineer or the superintendent of the Building.

b. **Work Hours and Noise.** The Shareholder shall perform the Work diligently and in a manner so as not to disturb other residents of the Building. The Work shall be performed only on Mondays through Fridays (excluding holidays) between the hours of 9 a.m. and 4:30 p.m. The Work shall not be performed on weekends or holidays. **Work shall not be permitted from November 23rd thru January 2nd of any year.** The Corporation shall be the sole arbiter should there be any doubt as to noise levels which may be disturbing.

c. **Labor Harmony.** The Shareholder shall cause its contractors and subcontractors to employ only such laborers as shall not conflict with any employees in the Building or otherwise cause disharmony with any Building operations/staff.

d. **Required Completion Date.** The Shareholder shall cause the Work (other than decorative work such as painting, wallpapering and carpeting) to be completed on or before the date (the "**Required Completion Date**") which is _____ days (excluding weekends and holidays) after the commencement of the Work. The required completion date is _____. If the Work (other than decorative work as aforesaid) shall not be completed on or before the Required Completion Date, the Shareholder shall pay to the Corporation, as liquidated damages on account of late completion, the sum of **\$250.00** per day (excluding weekends and holidays) until the Work is completed. The determination of whether the Work is completed shall be made by the Corporation, and the Corporation's determination shall be conclusive. Work shall not exceed 2 months from start to finish. If work exceeds 2 months, the shareholder must write to the Board for an extension and liquidated damages may be assessed at the sole discretion of the Board.

e. **Evidence of Completion.** Upon completion of the Work, the Shareholder shall obtain and deliver to the Corporation [i] a certificate from the architect or engineer who prepared the Plans certifying that the Work has been completed in accordance with all applicable laws and codes and the Plans, and [ii] all required final governmental signoffs and approvals, including if the Corporation shall require, an amended certificate of occupancy and a certificate from the Board of Fire Underwriters. The determination of the Corporation as to the need for an amended certificate of occupancy shall be conclusive.

6. **Inspection and Correction of the Work.** The Corporation shall have the right from time to time to inspect or observe the Work, and for this purpose the Shareholder shall provide access to the Apartment to Corporation's Designated Engineer, the Managing Agent, the superintendent of the Building, or any other person the Corporation may authorize. The Shareholder shall promptly make all corrections required by the Corporation in order to conform to the Plans and the other requirements of this Agreement. If the Corporation so requires, such corrections shall include the removal and replacement of non-conforming work. The Corporation's failure to inspect shall not be considered a waiver of the Shareholder's obligation to comply with this Agreement. The Corporation reserves the right to require all plumbing and electrical work be reviewed by the Corporation's professional advisors. The Shareholder shall be responsible for all professional fees incurred by the Corporation in connection with interim and end-of-job inspections

7. **Damage or Adverse Effect Caused by the Work.** The Shareholder shall be responsible for any damage to or any other adverse effect upon the Apartment or the Building (including the structure, shell, systems, equipment, fixtures and finishes of the Building) caused by or resulting from the Work, regardless of when such damage or adverse effect becomes apparent. If any such damage or adverse effect shall occur or arise, the Corporation may (a) require the Shareholder, at its expense, promptly, to repair the damage or remedy such condition at the Shareholder's expense. Without limiting the generality of the foregoing, the Shareholder specifically acknowledges that this Section 7 shall be applicable to any damage to the carpeting, wall coverings or other finishes in the Building's hallways, elevators and other common areas (including without limitation, the cost of cleaning, shampooing, painting or repairing the same if soiled or otherwise damaged.) If the Managing Agent advises the Shareholder of any damage which, in the Managing Agent's opinion, was caused by the Work, the Shareholder shall promptly submit a claim to the Shareholder's insurance carrier and to Shareholder's contractor for submission to its insurance carrier, and the Shareholder agrees to use all reasonable efforts, and to cause its contractor to use all reasonable efforts, to cause such insurance carriers to expeditiously review and settle all such claims for which they are responsible. The provisions of this paragraph shall not limit the Shareholder's liability under this Section 7.

8. **Indemnification by Shareholder.** The Shareholder shall indemnify and hold harmless the Corporation, the Corporation's officers, directors and shareholders, the

Corporation's Designated Engineer, the Managing Agent and the other residents of the Building (the "**Indemnified Persons**") against any loss, cost, claim, damage (including damage to persons or property) or expense arising out of or related to the Work or any act or omission of the Shareholder or any of its contractors, subcontractors, architects, engineers or consultants, including reasonable attorneys fees and disbursements incurred by any of the Indemnified Persons in the defense of any such claim or any suit, action or proceeding based thereon.

9. **Shareholder to Bear All Costs Associates with Work.** The Shareholder shall be responsible for all costs incurred by the Shareholder or the Corporation in connection with the Work or this Agreement, including the fees and disbursements of any attorney, architect, engineer or consultant retained by the Corporation in connection with the Work or this Agreement. Without limiting the generality of the foregoing, the Shareholder specifically agrees to reimburse the Corporation for all charges of the Corporation's Designated Engineer for the review of the plans, drawings and specifications submitted by the Shareholder, for inspection of the Work or otherwise related to the Work or this Agreement.

10. **Additional Requirements.**

a. **No Change in Building Heating.** The Shareholder recognizes that there will be no change in the operation of the Building's heating system.

b. **Prohibited Construction Methods.** The Shareholder shall not interfere with the Building's intercom, gas, electric, heating, plumbing system or any other Building system or service. The Shareholder shall not penetrate any exterior Building wall. Jackhammers are **NOT** allowed at anytime.

c. **Accessibility of Valves.** The Shareholder shall insure that all water, steam, gas and other valves remain accessible during the performance of and after the completion of the Work. If any valve is enclosed in violation of this Agreement, then the Corporation may [i] require the Shareholder, at its expense, promptly to remove such enclosure and/or [ii] replace such enclosure at the Shareholder's expense.

d. **Use of Public and Common Areas During Work.** The Shareholder shall not allow the halls, sidewalks, courtyards and other public areas to be used for the storage of building materials or debris. The Shareholder shall cause its contractor to cover with construction paper the floor of any back hall to be used in connection with the Work and shall also cause its contractor to take all precautions necessary to prevent damage to the carpeting, wall coverings or other finishes in the Building's hallways, elevators and other common areas.

e. **Shareholder to Maintain Certain Safety Precautions.** Shareholder shall maintain functioning fire extinguishers and smoke alarms in the Apartment throughout the prosecution of the Work. Shareholder shall insure that the Work does not block access to any fire exits in the Building. Shareholder shall install smoke detectors within 15 feet of every sleeping area on the ceiling or wall and if a child 10 years old or under lives in the Apartment Shareholder shall install window guards.

f. Shareholder to Control Refuse, Dirt, Dust. Shareholder shall take all precautions to prevent dirt and dust from permeating other parts of the Building during the progress of the Work, and shall place all materials and rubbish in covered barrels or bags before removing the same from the Apartment. All such barrels and bags and all rubbish, rubble, discarded equipment, empty packing cartons and other materials shall be removed from the Apartment and taken out of the Building at Shareholder's expense. Shareholder recognizes that only the service elevator may be used for such removal and only at such times as the superintendent of the Building may direct. Shareholder shall not permit any dumpster or garbage container to be left overnight in front of the Building and shall not permit any dumpster or garbage container to be left for more than five (5) consecutive days at the side of the Building. Notwithstanding the foregoing, the placement of any dumpsters shall comply with all governmental regulations, including without limitation, obtaining any necessary permits. Hallway floors must be protected from the apartment door to the elevators and a plastic covering must be secured to the inside of the entrance door during the duration of the project.

g. Lead-Based Paint. The Federal Task Force on Lead-Based Paint Hazard Reduction has recommended and requires in all buildings erected prior to January 1, 1960 certain maintenance practices, including [i] limiting access to the work area to only workers, [ii] isolating the work area with polyethylene plastic or equivalent, [iii] protecting the workers, [iv] protecting the Shareholder's belongings by covering or removing them from the work area, [v] wetting the painted surfaces before disturbing the paint and [vi] wetting the debris before sweeping. The Task Force has indicated that certain removal practices are unsafe, including [i] open flame burning, [ii] power sanding or sandblasting (unless a special vacuum attachment is used to contain dust), and [iii] dry scraping more than a de minimis surface area (de minimis means an area of less than one square foot per room). The Shareholder shall cause the Shareholder's contractors and/or workers to perform the Work consistently with the recommendations of the Task Force and shall upon completion of the Work perform specialized cleaning of the work area using methods designed to safely remove dust and debris which may contain lead. No more than sixty (60) days prior to beginning renovation activities in the Apartment, the Shareholder shall cause its contractor to provide to the Shareholder and any other occupant of the Apartment with the Environmental Protection Agency (the "EPA") pamphlet entitled, Protecting Your Family from Lead in the Home, (the "Pamphlet"), and the Shareholder shall furnish the Contractor with a written acknowledgement of receipt. The Shareholder hereby acknowledges that the Corporation has no liability or obligation in connection with this notification requirement of the EPA.

h. Installations by Shareholder. Shareholder agrees that any air conditioning units, wherever located in the Building, may be removed by the Corporation for the purpose of repairs, upkeep or maintenance of the Building, at the sole expense of the Shareholder.

i. Plumbing Work. The Shareholder is required to have all plumbing work performed by an insured, licensed plumber. If the bathroom tub/shower is to be

replaced, the bathroom tile is removed or the relocation or revision or any kitchen or bathroom pipes are planned, the following must be done.

- i.) all water lines are to be replaced from the risers to the individual fixtures;
- ii.) new branch control valves are to be installed on all water lines;
- iii.) new expansion swings are to be installed on all hot water lines;
- iv.) new check valves are to be installed on all water branches; and
- v.) all waste, soil and vent lines are to be replaced from the fixtures to the stacks.

vi) access panels must be provided for at the shut off valve sites. The dimensions of the access panels must be sufficient for servicing the plumbing.

j. **Radiator Work.** Should the shareholder desire to replace the radiator, all heating lines are required to be replaced from the radiator to the risers.

k. **Electrical Work.** The Shareholder is required to have all electrical work performed by a licensed and insured electrician.

l. **Floor Sanding Work.** Sanded floors may only be sealed with Water based polyurethane. Windows must be kept open and fans used to vent the fumes.

Smoking of any type during this work is not permitted.

11. **Shareholder to Comply with Laws, etc.** The Shareholder shall not do or permit any act or thing to be done contrary to law, or which will invalidate or be in conflict with any provision of any liability, casualty or other insurance policies carried by Shareholder or for Shareholder's benefit. The Shareholder shall comply with all federal, state and local laws, rules and regulations pertaining to the Work, including any such laws, rules and regulations pertaining to lead-based paint, asbestos and other hazardous material.

12. **Maintenance and Repair of the Work.** Notwithstanding anything to the contrary contained in the Lease, the Shareholder shall be responsible for the maintenance, repair and replacement of the Work and any portions of the Apartment affected by the Work, and for all costs incurred by the Corporation or the Shareholder in connection therewith. Furthermore, the Shareholder releases the Corporation, the Managing Agent, the Corporation's agents and employees from any liability for damage to the Work or any portion of the Apartment affected by the Work however arising.

13. **Shareholder's Security Deposit; Additional Rent Under Lease.** As security for the faithful performance and observance by Shareholder of the terms and conditions of this Agreement, the Shareholder has deposited the sum indicated in Section 1(b) with the Corporation. The Shareholder agrees that the Corporation may use, apply or retain the whole or any part of the security so deposited and the interest earned thereon, if any, to the extent required for the payment of any sums due to the Corporation under this Agreement. If the deposit is diminished by one-half of the original amount, the Shareholder shall replenish it to the full amount within (3) days after written demand. The Shareholder's failure to so replenish the security deposit shall be a material breach of this Agreement and shall entitle the Corporation to stop the Work, and/or exercise any remedies it has hereunder. If the Shareholder shall

comply with all of the terms and conditions of this Agreement, the security deposit and interest or remaining balance thereof, if any, shall be returned to the Shareholder after completion of the Work. The Corporation's release of the security deposit shall not constitute acceptance of the Work. The Corporation's release of the security deposit shall not constitute acceptance of the Work by the Corporation or a waiver of any of the Corporation's rights under this Agreement. Any sums due to the Corporation under this Agreement and not recovered by application of the security deposit shall be chargeable as additional rent under the Lease.

14. **Assumption by Purchaser.** The Shareholder (a) shall advise the person or persons to whom it transfers the Apartment ("Purchaser") of the Work undertaken by the Shareholder pursuant to this Agreement; (b) shall provide copies of the Plans and this Agreement to the Purchaser; and (c) shall cause the Purchaser to execute and deliver to the Corporation an agreement substantially in the form of Exhibit B hereto pursuant to which the Purchaser shall assume all of the obligations of Shareholder under this Agreement, including the obligation under this Section 14 with respect to any transfer of the Apartment by the Purchaser. The Shareholder hereby waives any claim against the Corporation on account of (a) the Corporation advising a potential Purchaser of the provisions of this Agreement, including this Section 14, and/or (b) refusing to consent to or register the transfer of the Apartment to such potential Purchaser unless and until such potential Purchaser shall execute and deliver to the Corporation an agreement in the form of Exhibit B hereto.

15. **Miscellaneous.** This Agreement and the Lease represent the only agreements between the Corporation and the Shareholder relative to the subject matter hereto. This Agreement may not be changed orally. This Agreement shall be binding on legal representatives, successors and authorized assigns. Captions are for the purposes of convenience of reference only and are not to be considered in interpreting this Agreement. THE CORPORATION AND SHAREHOLDER WAIVE TRIAL BY JURY IN ANY ACTION OR PROCEEDING UNDER THIS AGREEMENT.

NO CONSENT SHALL BE GIVEN TO ANY TENANT SHAREHOLDER REQUESTING PERMISSION FOR ALTERATIONS WHO IS IN DEFAULT IN ANY OBLIGATION UNDER THE PROPRIETARY LEASE (INCLUDING, WITHOUT LIMITATION, FAILURE TO TIMELY PAY MAINTENANCE WITH RESPECT TO SUCH TENANT SHAREHOLDER'S APARTMENT).

16. **Shareholder's Breach and Corporation's Remedies.** Any breach by the Shareholder of any of the provisions of this Agreement shall constitute a breach of the Lease and shall entitle the Corporation to exercise all of the rights and remedies therein provided. In addition, the Corporation shall also have the right (a) to suspend the Work and prevent workers from entering the Apartment for any purpose other than to remove their tools, and/or (b) to revoke its consent to the Work, and/or (c) to exercise any of the rights and remedies provided for herein. The remedies provided for herein and in the Lease shall not be exclusive and the Corporation shall also be entitled to exercise any of the remedies provided by applicable law. IN WITNESS WHEREOF, Shareholder and the Corporation have executed this Agreement.

199 Bronx River Owner's Corp.

Shareholder(s):

By: _____
President

Shareholder

Shareholder

EXHIBIT A

Each of Shareholder's contractors shall provide insurance of the types and in not less than the limits set forth below with a company or companies satisfactory to the Corporation, licensed to do business in the State of New York, and all such policies shall name the Corporation, the Corporation's officers, directors and shareholders, the Corporation's Designated Engineer and the Managing Agent as additional named insured's (see sample of Certificate of Liability Insurance attached). No diminution of limits of insurance will be permitted.

- [i] **WORKER'S COMPENSATION** as required by law together with Employer's Liability Insurance and Disability Benefits Insurance as required by the State of New York.
- [ii] **COMMERCIAL GENERAL LIABILITY** including Contractor's Liability and Blanket Contractual Liability (oral or written), all on an occurrence basis with Personal Injury Coverage, which shall include mental anguish as well as standard conditions, and Broad Form Property Damage, without any exclusion relating to Explosion, Collapse and Underground Property Damage. The Policy will contain the "Broad Form Comprehensive General Liability" endorsement in Section 1 in such form; the exclusion pertaining to liability assumed by the Contractor under any contract or agreement (Section II Section B(1)) is to be deleted. The Completed Operations Coverage is to extend for a period of one year following termination of the Work and Contractual Indemnity Coverage is also to extend for one year following termination of the Work. The policy is also to include (a) Owners Protective Liability Coverage, (b) Knowledge of Occurrence and Notice of Occurrence endorsements and (c) Unintentional Errors and Omissions clause. The policy shall also include coverage with respect to asbestos exposure if the Work involves any asbestos-containing material, and shall not include a sunset clause without the Corporation's consent. \$1,000,000 BODILY INJURY & PROPERTY DAMAGE* (combined single limit)
- [iii] **COMPREHENSIVE AUTOMOBILE LIABILITY**, including non-ownership and hired car coverage, as well as owned vehicles: \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit)
- [iv] **UMBRELLA LIABILITY, BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE** If umbrellas are written in more than one company any layers above the first one shall follow the form of the primary umbrella. \$3,000,000 COMBINED* (combined single limit)

EXHIBIT A CONTINUED

Prior to the commencement of any work hereunder, detailed certificates of insurance shall be furnished to the Corporation showing that such insurance is in full force and the premiums due hereunder have been paid. Such certificates shall provide that the said insurance may not be cancelled, terminated or modified without ten (10) days written advance notice thereof to the Corporation. The Contractor shall promptly furnish the Corporation with copies of any endorsements subsequently issued amending insurance coverage or limits.

In the event of the failure of the Contractor to furnish and maintain such insurance, the Corporation shall have the right, at its option, at any time:

- (a) to revoke permission to perform the work and to deny entry into the Building of all workers, except that if such workers are escorted by a member of the Building's staff, they shall be permitted to remove their tools and supplies; or
- (b) to take out and maintain the said insurance for and in the name of the Corporation, the Contractor or the Shareholder and, in such a case, the Shareholder agrees to pay the cost thereof and to furnish all information and consents necessary to permit the Corporation to take out and maintain such insurance for and in the name of the Corporation, the Contractor or the Shareholder.

Compliance with the foregoing requirements to carry insurance and furnish certificates shall not relieve the Shareholder from liability assumed under any provisions of this Agreement. The Contractor's insurance policy shall also contain in substance the following endorsement: This insurance shall not be invalidated should the insured waive, in writing, prior to a loss, any or all right of recovery against any party for the loss occurring to the property described herein. Nothing in this Exhibit A shall constitute a waiver of or limitation of any other rights or remedies the Corporation may have for consequential damages or otherwise.

* Amounts of insurance required may be higher for major renovations as designated by the Board of Directors.

EXHIBIT B

ASSUMPTION OF ALTERATION AGREEMENT

WHEREAS, simultaneously with its execution and delivery of this Assumption of Alteration Agreement the undersigned is becoming the owner of the shares in the

_____ (the “**Lessor Corporation**”) and the proprietary lease appurtenant to Apartment _____ (the “**Apartment**”) in the building known as _____; and

WHEREAS, a prior owner of the Apartment and the Lessor Corporation entered into an Alteration Agreement dated _____ (the “**Alteration Agreement**”), a copy of which is attached hereto,

WHEREAS, the Alteration Agreement (1) provides that any person acquiring the Apartment shall assume the obligations of the Shareholder under the Agreement and (2) authorizes the Corporation not to consent to or register the transfer of the Apartment to any person unless and until such person assumes the obligations of the Shareholder under the Agreement

NOW, THEREFORE, in order to induce the Corporation to consent and register the transfer of the Apartment to the undersigned, the undersigned hereby ASSUMES AND AGREES TO PERFORM AND OBSERVE all the terms, covenants and conditions of the Alteration Agreement to be performed or observed by the Shareholder there under (including the provisions of Section 14 thereof pertain to future transfers).

Henceforth, the term “Shareholder” as used in the Alterations Agreement shall include the undersigned. Any breach of this Assumption of Alterations Agreement or of the Alterations Agreement shall constitute a breach of the lease appurtenant to the Apartment. This Assumption of Alteration Agreement shall be binding on the undersigned and [her][his] estate, heirs, executors, administrators, personal representatives, successors and assigns.

New York, N.Y.

Date: _____

State of New York }

}ss.:

County of New York }

On this _____ day of _____, _____, before me personally came _____, to me known and known to me to be the individual described in and who executed the foregoing instrument, and duly acknowledged to me that [she][he] executed the same.

Notary Public

* To be executed by a purchaser where the apartment being acquired is the subject of an Alteration Agreement in the managing agent’s files.

EXHIBIT C

CONTRACTORS RULES & REGULATIONS

In addition to the rules and regulations cited in the body of the Alteration Agreement, the following rules are mandatory. Failure to adhere by these rules will result in the shutdown of the job.

All contractors must have proper approvals from Garthchester Realty prior to the commencement of work.

Work hours are from 9:00AM to 4:30PM Monday through Friday.

No contractors will be allowed in the building prior to 9:00AM.

All contractors and their subs must sign in and out each day.

All contractors and their subcontractors must obtain a building ID card and wear it in the building at all times.

No construction personnel or equipment are allowed through the lobby (38 Laurel or 107 Glen Road).

The service entrance (103 Glen Road or 199 Bronx River Road) must be used.

Prior to moving material in or out of the building, the elevator must be reserved in advance and padded. Please call the office (725-3600) to reserve the elevator.

Extreme caution must be exercised when using the padded passenger elevator. Be careful when moving long objects as the ceiling and cove lighting are easily damaged. Damage costs will be charged to the Shareholder.

The opening of the elevator hatch is prohibited unless an elevator technician is on site.

The elevator company charges **\$100 per hour** and an appointment is necessary.

NO metal trash containers are allowed in the passenger elevators at any time.

Contractors must remove rubble/trash in closed containers or bound plastic bags that must be brought down to the basement and put into carting truck. Rubbish must stay in the Apartment until a carting truck is available.

Contractors must remove **ALL** rubbish on the same day. Overnight rubbish on the sidewalk is strictly prohibited. Dumpsters of any type/size are not on the sidewalk and/or grounds at any time. It is strictly prohibited from throwing rubbish down the compactor chute or out the windows.

Contractors are not allowed to remove, relocate or cover access doors unless approved.

The use of jackhammers is strictly forbidden.

Every effort shall be made to prevent dust and debris from entering the hallways and elevators. The following is required:

1. A plastic covering must be installed on the inside of the front door, covering the full frame.
 2. A damp piece of cloth/carpet should be on the floor at all times.
- Contractors who are sanding floors are not allowed to leave sawdust debris – either bound or not - in the building over night. They must be removed on a daily basis.

EXHIBIT C CONTINUED

Storage of equipment, material and/or debris in the elevator-hallways or common areas of the building is NOT allowed. The owners will be charged if this condition is noted.
Air conditioners shall not be operated during the construction period.
Contractors are not allowed to borrow and 199 Bronx River Owner's Corp. staff members are not allowed to lend tools, equipment or ladders.

You must get prior approval from Garthchester Realty and notify the Superintendent (237-7607) for the following:

- 1). Removal of any appliances
- 2). The opening or closing of any water valves or gas lines.
- 3). The disconnection of or relocation of circuit breaker boxes.
- 4). Chopping holes in the floor.

DAMAGE CAUSED BY CONTRACTORS WILL BE CHARGED TO THE SHAREHOLDER.

Reviewed & Consented to:

Shareholder

Contractor

Use space below for additional names of shareholders, contractors or subcontractors.

Important Phone Numbers

Garthchester Realty
914-725-3600 ext. 115

Superintendent's Office
914-237-7607

**Please call Garthchester Realty for clarification of any work in doubt,
(914) 725-3600 ext. 115**



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
CURRENT DATE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Insurance Agency Agency Address City, ST zip	CONTACT NAME: FULL NAME OF CONTACT
	PHONE (A/C, No, Ext): PHONE OF CONTACT FAX (A/C, No): FAX OF CONTACT
	E-MAIL ADDRESS: EMAIL ADDRESS OF CONTACT
INSURED NAME OF INSURED (MUST MATCH SIGNED CONTRACT) FULL CURRENT ADDRESS OF CONTACT	INSURER(S) AFFORDING COVERAGE
	INSURER A : CARRIER 1
	INSURER B : CARRIER 2
	INSURER C : (etc...)
	INSURER D :
	INSURER E :

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR	X		\$1,000,000 / \$2,000,000 Minimum	CURRENT	CURRENT	EACH OCCURRENCE \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 50,000
							MED EXP (Any one person) \$ 5,000
							PERSONAL & ADV INJURY \$ 1,000,000
							GENERAL AGGREGATE \$ 2,000,000
							PRODUCTS - COMP/OP AGG \$ 1,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			\$1,000,000 MINIMUM	CURRENT	CURRENT	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
							BODILY INJURY (Per person) \$
							BODILY INJURY (Per accident) \$
							PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$	X		IF AVAILABLE	CURRENT	CURRENT	EACH OCCURRENCE \$ 5,000,000
							AGGREGATE \$ 5,000,000
							\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		STATUTORY LIMITS	CURRENT	CURRENT	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER
							E.L. EACH ACCIDENT \$
							E.L. DISEASE - EA EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Regarding work at _____ For Unit Owner / Unit # _____

Property Name/ Location 199 Bronx River Owners Corp.

Managing Agent Garthchester Realty

Unit Owner, Property (and its board members), and Managing Agent are listed as Additional Insured

CERTIFICATE HOLDER**CANCELLATION**

199 Bronx River Owners Corp.
Garthchester Realty
440 Mamaroneck Avenue
Harrison, NY 10528

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
MUST HAVE A SIGNATURE

**CLIENT / MANAGING AGENT / CONTRACTOR
INDEMNIFICATION AND INSURANCE REQUIREMENT AGREEMENT**

Contractor Name:

Managing Agent Name: Garthchester Realty

Property Name & Address 199 Bronx River Owners Corp.

Unit Owner / Unit #

Whereas the "Contractor" seeks to perform certain work pursuant to oral and/or written agreement for listed shareholder/unit-owner within an apartment/unit located at listed "Property", managed by the "Managing Agent"; parties agree to the following:

ACCESS TO PROPERTY LOCATION AND COMMON AREAS

Whereas, Contractor, in order to perform work for shareholder/unit-owner, requires access to various parts of the Property Location, which are the responsibility of the Property Location and Managing Agent, and not the responsibility of shareholder/unit-owner (the "Common Areas"); and, Whereas, Contractor acknowledges the Property Location's and/or Managing Agent's exposure to liability arising out of the Contractor's access to the Common Areas and work at the Property Location; and, Whereas, Contractor agrees that Contractor and/or Contractor's insurance carriers (and NOT Property Location, Managing Agent or their insurance carriers) should be responsible for said liability; Property Location, and Managing Agent agree as follows:

INDEMNIFICATION AGREEMENT

In consideration for access to the Property Location, to the fullest extent allowable by law, Contractor agrees to indemnify, defend and hold harmless the Unit Owner, the Property Location and/or Managing Agent from any liability, loss, or other claim, including but not limited to expenses and reasonable attorneys' fees, related to death, personal injuries or property damage (including, but no limited to loss of use thereof) arising out of or in connection with the performance of the work by the Contractor, its agents, servants, subcontractors or employees, except to the extent of any fault attributed to the Property Location and/or Managing Agent.

INSURANCE REQUIREMENT AGREEMENT

While performing work at the Property Location, Contractor shall maintain: workers compensation and employer's liability insurance with statutory limits; and commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence, which shall name Property Location, Managing Agent and Unit Owner as "Additional Insured" and which shall be primary and non-contributory to any other insurance available to the Property Location and/or Managing Agent. If required by Property Location or Managing Agent, Contractor shall also maintain excess/umbrella liability insurance.

Commencement of the work by the Contractor at the Property Location shall be deemed acceptance of this Indemnification and Insurance Requirement Agreement for purposes legally equivalent to full execution of same. These terms supersede any others which may be inconsistent herewith. The term of this Agreement shall be one year, commencing on the contractor Authorized Signature Date (below); and this Agreement shall renew annually for subsequent one year terms until cancelled in writing by either party.

Signature

Printed Name

Date

Agent for Property: _____

Contractor: _____

Unit Owner _____



Garthchester Realty

www.GarthchesterRealty.com

440 Mamaroneck Ave., Suite S512
Harrison, New York 10528
(914) 725-3600 F:(914) 725-6453

98-20 Metropolitan Ave., Suite 1
Forest Hills, New York 11375
(718) 544-0800

June 2020

To Whom it May Concern:

As business in the State of New York, and in compliance with Executive Order 202.6 as set forth by Governor Andrew Cuomo, _____ will be executing work at the _____.

Contractor Name
Building Address

Our number one priority is the health and safety of our employees, clients, and families.

We are doing our part to reduce the risk of infection by following the guidelines and best practices from the CDC and from our local and national government agencies. We have implemented a stringent cleaning routine at our shop, including disinfecting work areas multiple times a day. Employees are asked to wash their hands and use sanitizer routinely, comply with social distancing, and wear protective gloves and face masks when necessary. Anyone feeling ill has been asked to stay home and monitor their situation.

Thank you for complying with the required New York State Safety Plan.

By signing below, we indicate we have a NYS Safety Plan in place.

Contractor Name

Contractor Signature

Date

Apt # & Resident Name

