



# Garthchester Realty

www.GarthchesterRealty.com

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98-20 Metropolitan Ave. Suite 1  
Forest Hills, New York 11375  
(718) 544-0800 F:(718) 520-7673

Dear Unit Owner:

Enclosed please find the Capital Improvement agreement for The Brentwood Condominium. Please read, sign and return this form to the attention of Rose Marie Sotero at Garthchester Realty along with the following required documents:

1. The scope (or description) of the work detailing the specific work to be performed. Please include plans and drawings, if applicable.
2. General contractor's copy of license and certificate of insurance, including workman's compensation.
3. All plumbing and electrical work must be done by a licensed plumber and/or electrician. Copy of their license and certificate of insurance including workman's compensation must also be submitted.
4. 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.
5. Indemnification form (must be signed by the unit owner and all contractors).
6. Check for processing fee in the amount of \$300.00 payable to **Garthchester Realty**
7. Refundable check for \$500.00 payable to The Brentwood Condominium
8. **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.**

**Note: All kitchens, bathrooms and any structural work requires a permit from the City of White Plains.** Before approval may be granted, the alteration agreement must be submitted with the **all completed documents listed above.**

Thank you for your attention to this matter.

Very truly yours,

Rose Marie Sotero  
Assistant to Michelle Asnaran

*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

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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	RLI / 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	Utica 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.



The Brentwood Condominium  
300 Main St  
White Plains NY

**CAPITAL IMPROVEMENT FORM**

Re: Unit: \_\_\_\_\_

Building Address: \_\_\_\_\_

To the Board:

Pursuant to Section \_\_\_\_\_ of the By-Laws (rules and regulations) of the Condominium, I hereby request permission to install the equipment and make the alterations described in the annexed document (hereafter collectively referred to as the "work") in the above apartment.

If such permission is granted:

1. I agree, before any work is begun:
  - (a) To provide you with a complete and confirmed copy of every agreement made with contractors and suppliers.
  - (b) If required by Law or Governmental regulations, to file plans with and procure the approval of all Governmental Agencies having jurisdiction over the work and, not more than ten days after receipt of such approval, to deliver to you a copy of every permit or certificate issued. If there be any doubt as to the need for such approval, you shall be the sole arbiter in resolving tile doubt.
  - (c) To procure from my contractor(s):
    - (i) Comprehensive personal liability and property damage insurance policies, each in the amount of \$1,000,000.00, which policies name you and your managing agent, as well as myself as parties insured. Such policies shall provide that they may not be terminated until at least ten days after written notice to you; and
    - (ii) Workmen's compensation and employees liability insurance policies, covering all employees of the contractor, contractors or subcontractors.All such policies, or certificates evidencing their issuance, shall be delivered to you.
2. If you are required or shall deem it wise to seek legal, engineering or architectural advice prior to granting permission, I agree to reimburse you, on demand, for reasonable fees incurred, and if permission be granted, then, in any event, prior to commencement of any work.
3. It is understood that:
  - (a) I assume all risks of damage to the building and its mechanical systems, and to persons and property in the building which may result from or be attributable to the work being performed hereunder and all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all work, whether or not structural, weather-tightens of windows, exterior walls or roofs, waterproofing of every part of the building directly or indirectly affected by the work, and maintenance o f all heating, plumbing, air-conditioning and other equipment installed or altered pursuant hereto. If the

operation of the building, or any of its equipment, is adversely affected by the work, I shall, when so advised, promptly remove the cause of the problem.

- (b) I recognize that there will be no change in the operation of the building's heating system (or air-conditioning system, if any) to facilitate the functioning of any heating or air-conditioning units I may be installing.
  - (c) The alterations and materials used shall be of the quality and style in keeping with the general character of the building.
  - (d) I undertake to indemnify you, your managing agent and owners or occupants of the building for any damages suffered to person or property as a result of the work performed hereunder, whether or not caused by negligence, and to reimburse you and your managing agent for any expenses (including, without limitation, attorneys' fees and disbursements) incurred as a result of such work.
  - (e) If, after making any alterations or installing any equipment referred to herein, I shall:
    - (i) See to exercise my right to terminate any ownership pursuant to paragraph of the Declaration (by-laws), I will, on your demand, but at my expense, restore the premises and equipment to their condition prior hereto, agreeing that compliance with this agreement shall be a condition precedent to the termination of my ownership.
    - (ii) Seek to transfer my unit, I will, if requested by you, either restore the premises and equipment to their condition prior hereto or provide you with an agreement by my transferee to assume all of my obligations hereunder, including my continuing obligations and understanding expressed in subparagraphs (a) through (d) of this paragraph 3.
4. All permitted work shall be complete within **90** days after Governmental approval thereto has been granted or, no such approval is required by law or regulation then from the date hereof
  5. No work shall be done, except between the hours of 8:00 am and 5:00 p.m., Saturdays. Sundays and holidays excluded, and any work which can produce unusual noises, which might be disturbing to building occupants, shall not be done before 10:00a.m.
  6. All precautions will be taken to prevent dirt and dust from permeating other parts of the building during the progress of the alteration. Materials and rubbish will be placed in bags, before being taken out of the unit. All such barrels or bags, rubbish, rubble, discarded equipment, empty packing cartons and other materials will be taken out of the building and removed from the premises at my expense. I recognize that only the service elevator may be used for such removal and only at such times as the superintendent of the building may direct. If the convenience of other owners requires that the service elevators be operated on an 'overtime' basis, I shall reimburse you for any wages or related expenses incurred in connection therewith.
  7. I will bear the entire cost of alterations and installations and pay all bills incurred in connection therewith, not later than thirty days after completion of the work. If any mechanic's liens be filed for work claimed to have been done or materials alleged to have been supplied. I shall cause such liens to be discharged within ten days after such filing. If I fail so to do, you may exercise any or all of your rights and remedies under the Declaration, by-laws, Rules and Regulations or this agreement.
  8. At the completion of the work, I will deliver to you an amended Certificate of Occupancy and a certificate of the Board of Fire Underwriters, if either be required and such other proofs may be necessary to indicate all work has been done in accordance with all applicable laws, ordinances and Government regulations.
  9. I recognize that by granting consent to the work, you do not profess to express any opinions as to the design, feasibility or efficiency of the work.

10. My failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of (lie by-laws (declaration or rules and regulations) pursuant to which your consent has been granted, and, in addition to all other rights, you may also suspend all work and prevent workmen from entering my unit for any purpose other than to remove their tools or equipment.
11. This agreement may not be changed orally. This agreement shall be binding on you, me and our personal representatives and authorized assigns.

Annexed hereto is the “work” document and a rider of \_\_\_pages, which is made a part of this agreement.

Very truly yours,

\_\_\_\_\_  
Owner

\_\_\_\_\_  
Owner

Permission Granted:

\_\_\_\_\_  
Board of Managers

By \_\_\_\_\_ Agent

# **\$32,500/Day Violation Fine for Lack of Compliance**

## **EPA's NEW Lead-Based Paint Rule Nationally Enforceable April 22, 2010**

Beginning April 22, 2010, **ANYONE** who is paid to perform work that disturbs paint greater than six square feet in housing and child-occupied facilities built before 1978 must comply with the EPA's Lead Renovation, Repair and Painting (RRP) Program. Individuals who must comply include: residential rental property owners/managers, general contractors, and special trade contractors including painters, plumbers, carpenters, electricians and sheet rockers. Under this new rule, enforcement actions against **violators can include penalties up to \$32,500 per violation per day**, as well as the potential for costly litigation. This new EPA rule will be potentially litigious and tightly regulated.

Under this rule, each legal entity that performs paint disturbances must have applied to the EPA and been certified prior to April 22, 2010. All Certified firms performing such paint disturbances must ensure:

1. All individuals performing activities that disturb painted surfaces are either certified renovators or have been trained by a certified renovator.
2. A certified renovator is assigned to each renovation and performs all the certified renovator responsibilities.
3. All renovations are performed in accordance with the work practice standards of the Lead-Based Paint RRP Program.
4. The Certified Renovator provides pre-renovation documentation notifying occupants of work to be performed.
5. The program's recordkeeping requirements are met and kept for three years.

All certified firms must also employ a Certified Renovator(s) who has completed an EPA-approved Certified Renovator course ([www.RRPTrainer.com](http://www.RRPTrainer.com)). The Certified Renovators are responsible for ensuring overall compliance with the Lead-Based Paint RRP Program requirements at assigned renovation sites. A certified renovator must:

1. Use a test kit acceptable to EPA.
2. Provide on-the-job training to workers.
3. Be physically present at the work site when warning signs are posted, while the work-area containment is being established, and while the work-area cleaning is performed.
4. Regularly direct work being performed by other individuals.
5. Be available, either on-site or by telephone, at all times.
6. Perform project cleaning verification.
7. Have copies of initial course completion certificate present at all times.
8. Prepare required records and maintain for three years.

In order to avoid potential issues with enforcement agencies, litigators or tenants, you must either become EPA compliant by taking the RRP Training course or certify your pre-1978 properties as Lead-Based Paint Free. The EPA has 90 days from the date of receipt of your application before they must reply. The April 22 deadline has already passed, so if you are not already compliant, make sure you become compliant in order to legally perform such work.

*About the Author: This article was written by Lee E. Wasserman, President of LEW Corporation. Mr. Wasserman is a well respected national lead-based paint subject matter expert, has been a guest presenter for numerous associations as well as HUD, EPA, ABO, NYARM, FNYHC, NYAHMA... on the RRP rule and has been nationally active with lead based paint evaluations, remediation and training for more than 18 years. Visit LEW Corporation on the web at [www.lewcorp.com](http://www.lewcorp.com).*

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

Contractor Name:

Managing Agent Name:

Property Name & Address

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** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



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## CAPITAL IMPROVEMENT-INSURANCE REQUIREMENTS

To the Contractor:

The Brentwood Condominium requires that you provide documents to serve as proof that you hold current General Liability Insurance and Workers Compensation Insurance certificates covering all employees, contractors or subcontractors engaged in the renovation.

On your Certificate of Liability Insurance, please list the following additional insured

Under “**Description of Operations**”

1. Name of Resident/New Resident, Address and Apt #. \_\_\_\_\_,
2. The Brentwood Condominium
3. Garthchester Realty

**The Certificate Holder** of your Liability insurance and Worker’s Compensation insurance should be as follows:

**Certificate Holder:**

The Brentwood Condominium  
c/o Garthchester Realty  
209 Garth Road  
Scarsdale, NY 10583