



# Garthchester Realty

www.GarthchesterRealty.com

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## **\*COI MUST BE WRITTEN AS FOLLOWS:**

### **DESCRIPTION of OPERATIONS/ADDITIONAL INSURED:**

1. Name of Resident, Address & Apt. #
2. **Classic Condominium**
3. GARTHCHESTER REALTY

### **CERTIFICATE HOLDER:**

**Classic Condominium**

c/o GARTHCHESTER REALTY  
440 Mamaroneck Ave., S-512  
Harrison, NY 10528



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

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 INSURERS(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).

<b>PRODUCER</b> Insurance Agency Name Insurance Agency Address	<b>CONTACT NAME:</b> FULL NAME OF CONTACT	
	<b>PHONE (A/C, No, Ext):</b> PHONE OF CONTACT	<b>FAX (A/C, No):</b> FAX OF CONTACT
<b>E-MAIL ADDRESS:</b> EMAIL ADDRESS OF CONTACT		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b>  NAMED OF INSURED (MUST MATCH SIGNED CONTRACT) FULL CURRENT ADDRESS OF CONTACT	<b>INSURER A :</b> CARRIER 1 - AM BEST (A-) OR BETTER	<b>NAIC REQ</b>
	<b>INSURER B :</b>	
	<b>INSURER C :</b>	
	<b>INSURER D :</b>	
	<b>INSURER E :</b>	

**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.

INS R LT R	TYPE OF INSURANCE	ADD L INS R	SU BR WV D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<b>GENERAL LIABILITY</b>	X	X	\$1,000,000 / \$2,000,000 MINIMUM	CURRENT	CURRENT	EACH OCCURRENCE	\$1,000,000	
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$100,000	
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000	
	<input checked="" type="checkbox"/> Blanket Contractual Liability						PERSONAL & ADV INJURY	\$2,000,000	
	GEN' AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000	
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS-COMP/OP AGG	\$2,000,000	
A	<b>AUTOMOBILE LIABILITY</b>	X	X	\$1,000,000 MINIMUM	CURRENT	CURRENT	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000	
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per Person)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$	
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$	
A	<input checked="" type="checkbox"/> <b>UMBRELLA LIAB</b>	X	X	SEE AGREEMENT	CURRENT	CURRENT	EACH OCCURRENCE	See agreement	
	<input checked="" type="checkbox"/> <b>EXCESS LIAB</b>						AGGREGATE	See agreement	
	DED      RETENTION \$								
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b>	N/A	X	\$1,000,000 MINIMUM NEW YORK STATE DISABILITY - Statutory	CURRENT	CURRENT	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER      STATUTORY LIMITS		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under						<input type="checkbox"/> Y/N	E.L. EACH ACCIDENT	\$1,000,000
	DESCRIPTION OF OPERATIONS below							E.L. EACH ACCIDENT - EA EMPLOYEE	\$1,000,000
								E.L. DISEASE - POLICY LIMIT	\$1,000,000

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

<<Unit Owner >>, <<Condominium >>, and <<Managing Agent>> are named as additional insureds (policy form CG201011/85 or equivalent) for ALL operations by Contractor or by any of its subcontractors or agents. Liability policies include a Primary/Non-Contributory endorsement and a waiver of subrogation endorsement in favor of the Additional Insureds, their agents and employees. Liability policies shall have NO limitations or exclusions for injuries to employees, subcontractor employees, location or type of work performed.

Loc. <<unit address>>

**CERTIFICATE HOLDER:**

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
	<b>MUST BE SIGNED</b>

**UNIT OWNER'S INDEMNIFICATION & INSURANCE AGREEMENT**

Whereas \_\_\_\_\_ (“Unit Owner”) is and will be performing renovation work in Unit No. \_\_\_\_\_ within \_\_\_\_\_ (“Condominium”) located at \_\_\_\_\_, managed by \_\_\_\_\_ (“Managing Agent”), pursuant to decoration or alteration agreements and/or the contract/proposal dated \_\_\_\_\_, now therefore, as to all such work, the Unit Owner, Condominium and Managing Agent hereby agree:

**INDEMNIFICATION AGREEMENT**

To the fullest extent permitted by law, Unit Owner agrees to indemnify, defend and hold harmless Condominium and Managing Agent from any and all claims, suits, damages, liabilities, professional fees, including attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of the Unit Owner, its agents, servants, contractors, subcontractors or employees. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Condominium and Managing Agent without negligence and solely by reason of statute, operation of law or otherwise, and partial indemnity in the event of any actual negligence on the part of Condominium and/or Managing Agent either causing or contributing to the underlying claim. In that event, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault, whether by statute, by operation of law or otherwise. If Unit Owner fails to procure insurance as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by Condominium and/or Managing Agent and their respective insurers, which would have otherwise been paid by the Unit Owners required insurance.

**INSURANCE PROCUREMENT**

Unit Owner shall obtain and maintain at all times during the term of this agreement, at its sole cost and expense, personal liability insurance with a minimum limit of \$1,000,000. Unit Owner shall, by specific endorsements cause Condominium and Managing Agent to be named as additional insureds. Unit Owner shall, by specific endorsement, cause the coverage afforded to the additional insureds thereunder to be primary to and not concurrent with other valid and collectible insurance available to the additional insureds.

If the terms of this Agreement directly conflict with any other written agreements between the parties, the term contained in this Agreement shall supersede in that instance.

**Condominium:**

**Managing Agent:**

**Unit Owner:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_