



Garthchester Realty

www.GarthchesterRealty.com

440 Mamaroneck Ave., Suite S 512
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

CONTRACTOR RULES

Contractors to work in the units Monday - Friday, 8:00am to 4:00pm.

Move In/Out and Deliveries - Monday - Friday, 8:00am to 4:00pm.

- All Contractors hired to work in a unit must provide their Westchester License, Certificate of Insurance, and Workers Compensation Form. Attached is a copy of Classic Condominium sample COI and Indemnification Form.
- Contractors are to email The Classic Office a copy of the scope of work with the dates they will be working in the unit for approval before they can begin working.
- Contractors are to email **Betsy Klampert** the requested paperwork to betsy@garthchesterrealty.com, five (5) business days before the scope of work is scheduled to begin. Unit Owners are to provide a refundable \$500.00 check written to the Classic Condominium.
- Once the agent confirms contractors did cause any damage to the building, the agent will return the check back to the unit owner.
- Contractors are to sign in at the front desk each day before they are allowed to work in the building.
- The front desk personnel will inform the contractor where they can park and the entrance they can use to enter the building.
- **Sprinkler relocation or extension is not permitted.**
- **Only floating floors can be installed. We do not allow glue down floors or nail down floors. Concrete floor slabs, concrete ceiling slabs, and concrete columns cannot be drilled into, cut into without building engineers approval at unit owners' expense. All contractors must meet with the superintendent before any work begins.**
- **Owners & Contractors are required to supply necessary permits.**

It is the responsibility of the resident and/or unit owner to have their contractors abide by the rules and regulations of the building and to ensure that the necessary documentation is submitted to the office prior to commencement of work.

Any contractor working in the building past the permitted hour the owner will be fined \$150.00 per infraction and will be charged back for any overtime incurred to oversee the contractor leaving the property.

Unit Owner/Lessee _____ Date: _____

Contractor _____ Date: _____



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CONTRACTOR'S GENERAL RESPONSIBILITIES

- To the fullest extent permitted by law, the subcontractor shall indemnify and hold harmless the Classic Condominium and its Managing Agents against any claims, damages, losses and expenses, including legal fees, arising out of or resulting from performance of subcontracted work to the extent caused in whole or in part by the contractor or anyone directly or indirectly employed by the contractor.
- Contractor and all of its employees shall follow all applicable safety and health laws and requirements pertaining to its work and the conduct thereof, but not limited to, compliance with all applicable laws, ordinances, rules regulations, and orders issued by a public authority, whether federal, state or local including the Federal Occupational Safety and Health Administration and any safety measures required by the Classic Condominium and/ its Management Agents.
- Safety of contractor's employees, whether or not in common work areas, is the responsibility of the Subcontractor.
- The contractor agrees to instruct all its employees to inform the Classic Condominium and/or its Managing Agents immediately of any unsafe condition or practice whether or not in common work areas.
- Contractors must install access panels with new shutoff valves for shower stalls and bathtubs if they are going to be installing new shower bodies. **Unit owner & Contractor initials.** _____

- All wood floor installations must be floated, there is to be no glue down, nailed down or screwed down floors. **Unit owner initials.** _____
- Contractor is to meet with the superintendent at the Classic 5 days before work begins to go over rules and scope of work.
- Contractor and any staff member has to sign in everyday and have his temperature taken.
- When working in a vacant unit, contractor is to sign out the key for the unit you are working in and return the key back the same.
- Super must be informed when work is completed so that work and access panels can be inspected. **Unit owner and Contractors initials.** _____
- **Provide Evidence of Insurance naming the Classic Condominium and its Managing Agents as additional insured.**

Unit Owner _____

Date _____

Contractor _____

Date _____

Contractor _____

Date _____

**UNIT OWNERS' AGREEMENT OF RESPONSIBILITY FOR BUILDING
MAINTENANCE STAFF**

Unit Owner: _____ **Unit Number:** _____ **Date:** _____

Work Order Request:

I intend to invite people who shall be referred to as my "invitees" or "guests", into my unit and on the premises of The Classic Condominium for the purpose of performing work and/or providing services for me. This is work which may be performed by tradesmen, contractors, building maintenance staff, etc. but which does not require the condominium Alteration Agreement.

I promise to be fully responsible for ensuring that my invitees or guests who are performing work or providing services for me will fully comply with the By-Laws and House Rules of The Classic Condominium.

I promise to be fully responsible for and shall pay for the cost of replacement or repair of any damage done anywhere upon or to the premises of The Classic Condominium, however caused by my invitees or guests who are performing work or providing services for me.

I promise to hold harmless The Classic Condominium and its owners, managers, officers, employees, and managing agents from any liabilities, law suits, legal actions, arbitrations, awards, judgments, claims, demands, including claims for property damage, injury, death, or any other mishap which at any time may befall my invitees or guests who are performing work or providing services for me while they are in or upon the premises of The Classic Condominium, with the exception of gross negligence or misconduct by The Classic Condominium.

I promise to hold harmless The Classic Condominium and its owners, managers, officers, employees, and managing agents from and to defend against and pay for all related fees, including attorney's fees, claims, demands, law suits, legal actions, arbitrations, awards, and judgments from any source whatsoever arising directly or indirectly from or related to the work performed or services provided for me by my invitees or guests.

Unit Owner's Signature: _____

Date: _____



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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

SAMPLE



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).

| | | | |
|---|--|---|-------------------------------|
| PRODUCER Insurance Agency Name Insurance Agency Address | | 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 | |
| | | INSURER(S) AFFORDING COVERAGE | |
| | | INSURER A: CARRIER 1 - AM BEST (A-) OR BETTER | |
| INSURED NAMED OF INSURED (MUST MATCH SIGNED CONTRACT) FULL CURRENT ADDRESS OF CONTACT | | NAIC # | |
| | | INSURER B: | |
| | | INSURER C: | |
| | | 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.

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

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: _____