



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

Dear Unit Owner:

Enclosed please find the alteration agreement for Hampshire House Condominium. Please read, sign, and return this form to the attention of Rose Sotero at Garthchester Realty along with the following required documents:

1. The scope of the alteration/renovation detailing the specific work to be performed.
2. Unit Owner's Indemnification and Insurance Agreement (signed by the Unit Owner; to be signed by the Condominium and Managing Agent).
3. Contractor's Indemnification and Insurance Agreement (signed by the Unit Owner and Contractor; to be signed by the Condominium and Managing Agent).
4. General contractor's certificate of insurance ("COI"), identifying the insurance required in [3] above, and matching format in attached Sample.
5. **NOTE: Contractors must carry "Contractual Liability". You will find a CURRENT list of insurance carriers that sometimes exclude this coverage on our website under your property tab [www.garthchesterrealty.com](http://www.garthchesterrealty.com). As noted on the Sample COI, contractors can request that their broker carrier add the following to the COI, in the Description of Operations section: "Liability policies shall have NO limitations or exclusions pertaining to the additional insureds relating to injuries to employees, subcontractor employees, location or type of work performed." Contractors will not be approved to do work in your unit if they do not have this clause written in their COI.**

*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.*

6. Any plumbing work and electrical work must be done by licensed plumbers and electricians. A copy of the license must be provided.
7. Contractors and/or painters must be **EPA certified** if they will be performing work that disturbs any painted surfaces (more than 6 square feet).
8. A deposit check in the amount of **\$500.00** payable to **Hampshire House Condominium** is required and will be deposited and returned upon completion of work and submission of Certificate of Compliance from the building department.
9. Application processing fee of **\$350.00** payable to **Garthchester Realty**.

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

**Upon completion of all work, the Unit Owner 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.

Very Truly Yours,  
Rose Sotero  
Renovation Coordinator

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

**CERTIFICATE HOLDER:**

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

**DESCRIPTION of OPERATIONS/ADDITIONAL INSURED:**

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

**HAMPSHIRE HOUSE CONDOMINIUM**

C/O GARTHCHESTER REALTY  
440 Mamaroneck Avenue  
Harrison, NY 10528  
OFFICE: 914-725-3600  
FAX: 914-725-6453

To: All Owners Hampshire House Condominium  
Re: Apartment Renovation Application

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Hampshire House Condominium requires all renovations made within an apartment by a private contractor, or contractors, hired by the unit owner or by owner, himself, to have a Renovation Application completed and approved prior to starting any work. All completed applications must be accompanied by a Certificate of Insurance and License for all contractors that will be working in the apartment. The Certificate(s) of Insurance must name the owner Hampshire House Condominium and Garthchester Realty as additionally insured.

The contractor is responsible for obtaining any required building permit(s).

All applications should be given to the Superintendent or forwarded to the Managing Agent at the above address.

Board of Managers  
Hampshire House Condominium

**No Contractor Can Begin Work Before 9:00am**

I agree, acknowledge and will fully comply with the above referenced requirements.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



**HAMPSHIRE HOUSE CONDOMINIUM**  
C/O GARTHCHESTER REALTY  
440 Mamaroneck Avenue, Harrison, NY 10528  
OFFICE: 914-725-3600 FAX: 914-725-6453

**RENOVATION APPLICATION**

Unit: \_\_\_\_\_ Name: \_\_\_\_\_ Date: \_\_\_\_\_

Telephone: \_\_\_\_\_

Description of Work to be performed:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Plumbing

work required: [ ] Yes, [ ] No If yes, explain:

\_\_\_\_\_  
\_\_\_\_\_

Electrical

work required: [ ] Yes, [ ] No If yes, explain:

\_\_\_\_\_  
\_\_\_\_\_

Contractor name: \_\_\_\_\_ Telephone: \_\_\_\_\_

**Required Certificate(s) of Insurance** received: Contractor [ ]; Electrical [ ]; Plumbing [ ]

**Required license(s)** received: Contractor [ ]; Electrical [ ]; Plumbing [ ]

(Applicant should file any plans of alteration(s) or repair(s) as part of this application.)

**An application for repairs shall be reviewed by the Board of Directors at the next scheduled monthly meeting of the Board of Directors after the date the application is submitted.**

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For Office Use Only

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

Certificate(s) of Ins. & License(s): Contractor \_\_\_ \_\_\_; Electrical \_\_\_ \_\_\_; Plumber \_\_\_ \_\_\_

**Approved:** [ ], **Denied** [ ]

Additional requirements: \_\_\_\_\_



**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: \_\_\_\_\_

**CONTRACTOR'S INDEMNIFICATION & INSURANCE AGREEMENT**

Whereas \_\_\_\_\_ (“Contractor”) is and will be performing certain work for \_\_\_\_\_ (“Unit Owner”) at \_\_\_\_\_ (“Condominium”) located at \_\_\_\_\_, managed by \_\_\_\_\_ (“Managing Agent”), pursuant to oral and/or written agreements and/or Purchase Orders, and/or the contract/proposal dated \_\_\_\_\_, now therefore, as to all such work, Contractor, Unit Owner, Condominium, and Managing Agent agree as follows:

**INDEMNIFICATION AGREEMENT**

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless, Condominium, Managing Agent, and Unit Owner 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 Contractor, its agents, servants, subcontractors or employees, or the use by Contractor, its agents, servants, subcontractors or employees, of facilities owned by Condominium. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Condominium, Managing Agent, and Unit Owner 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, Managing Agent, and Unit Owner 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 Contractor 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, Managing Agent, and Unit Owner, and their respective insurers, which would have otherwise been paid by the Contractor’s required insurance.

**INSURANCE PROCUREMENT**

Contractor shall obtain and maintain at all times while performing work for or at the request of the Unit Owner, at its sole cost and expense, the following insurance (a) workers compensation insurance with statutory limits and employer’s liability coverage of not less than \$500,000; (b) commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, including per-project aggregate endorsement, which insurance shall cover the following: premises and operations liability, products/completed operations, broad form property damage, broad form contractual liability, personal injury and independent contractor’s liability; (c) automobile liability insurance covering owned, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000; and (d) umbrella liability insurance with a limit of \$1,000,000 per occurrence and a general aggregate of \$1,000,000. Contractor shall, by specific endorsements to its primary and umbrella/excess liability policy, cause Condominium, Managing Agent, and Unit Owner to be named as additional insureds. Contractor shall, by specific endorsement to its primary liability policy, 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. Contractor shall, by specific endorsement to its umbrella/excess liability policy, cause the coverage afforded to the additional insureds hereunder to be first tier umbrella/excess coverage above the primary coverage afforded to the additional insureds and not concurrent with or excess to other valid and collectible insurance available to the additional insureds. Contractors insurance policies required herein shall include waiver of subrogation in favor of the additional insureds, and shall have no exclusions or limitations pertaining to the additional insureds relating injuries to the Contractor’s employees or subcontractor employees, the location of the work, or type of work performed on behalf of the Unit Owner.

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

<b>Contractor</b>	<b>Condominium</b>	<b>Managing Agent</b>	<b>Unit Owner</b>
Name_____	Name_____	Name_____	Name_____
Signature_____	Signature_____	Signature_____	Signature_____
Date_____	Date_____	Date_____	Date_____



# 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	NAIC #
INSURED  NAMED OF INSURED (MUST MATCH SIGNED CONTRACT) FULL CURRENT ADDRESS OF CONTACT	INSURER A : CARRIER 1 - AM BEST (A-) OR BETTER	NAIC REQ
	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 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	X WC STATUTORY LIMITS      OTH-ER      STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under							
	DESCRIPTION OF OPERATIONS below							

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>