



Garthchester Realty

www.GarthchesterRealty.com

209 Garth Road
Scarsdale New York 10583
(914) 725-3600 F:(914) 725-6453

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

Dear Resident:

Enclosed please find the Capital Improvement agreement for The Homestead Owners' Corp. 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 description of the work you will be doing, for Board approval.
2. Any plumbing work and/or electrical work must be done by licensed plumbers and electricians, all necessary permits must be obtained before work may begin, (certificate of insurance must be included). **A bathroom renovation requires a shower body replacement and must have shut off valves attached to the shower body in order to shut off the water.**
3. Contractors and/or painters must be EPA certified if they will be performing work that disturbs any painted surfaces (more than 6 sq feet). A copy of the new rule is attached.
4. General Contractor's certificate of insurance.
5. A deposit check in the amount of **\$1,000.00** made out to The Homestead Owners Corp. is required and will be deposited and cashed and returned upon completion of work and submission of Certificate of Compliance from the building department.
6. Application processing fee of **\$300.00** payable to Garthchester Realty.
7. Indemnification form (must be signed by the shareholder and all contractors, plumbers and electricians).
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 Town of Greenburgh.

Before approval may be granted, the alteration agreement must be submitted with the **all completed documents listed above.** Renovations must be completed 45 days from start date of renovations.

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.

Thank you for your attention to this matter.

Very Truly Yours,
Rose Marie Sotero
Assistant to Brian Scally

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.

GARTHCHESTER REALTY LTD.

209 Garth Road, Scarsdale, New York 10583 (914) 725-3600 Fax (914) 725-6453

The Homestead Owners' Corp.

Dear Resident:

The New York State legislature has enacted a Workers' Compensation Reform Law which may have a significant impact on our Cooperative by increasing the liability of the Cooperative for serious injuries sustained by Contractors or their employees while working at the Cooperative.

We have received a letter from our attorney, who has been contacted by an insurance representative, and they have advised us that we must now require written consent before any work is performed in the Cooperative, whether in an individual's apartment or in the building's common area. The definition of work includes construction, reconstruction, renovation, repairs, painting, plumbing, electrical, heating or maintenance by any Contractor or person, including the Shareholder or occupant. The Cooperative requires that before it can give its consent to any Work that there be a written contract between the Shareholder and the contractor which provides, among other things, that the Contractor shall name the Cooperative as an additional named insured on its insurance policies and must also agree to hold the Cooperative harmless and indemnify the Cooperative, its Managers, officers, agents, servants and employees. The Cooperative requires the Shareholder to provide proof of their Homeowners' Insurance for any work that is performed by the Shareholder or any other individual chosen by the Shareholder.

In the event there is no written contract or the contract does not contain the required language, or if work is done without the Cooperative's permission, and the individual performing the work is injured, then the Cooperative can be held liable merely because it is the Cooperative's property where the injury happened. This liability can adversely affect the Cooperative's loss experience and may result in a substantial increase in the future insurance premium.

Additionally, in order to protect the Cooperative and assure that in the event of major renovations and repairs the appropriate steps are taken to assure the consent of the Cooperative to the repairs, the Board has also passed a formal policy as to renovations and major repairs.

In light of the above, your Board of Directors has enacted a resolution amending the House Rules and Regulations to add a new provision which requires that before any work is performed in any unit, the Shareholder (or the tenant or sub-tenant, if allowed), must enter into the attached written agreement which contains insurance, defense and indemnification language as is acceptable to the Cooperative. In the event that the Shareholder does not obtain such consent or does not enter into a contract, in addition to a fine or administrative fee payable by the Shareholder, the Shareholder or person in whose Unit the work is being performed may be personally liable for any damages sustained by the individual who is injured in the Unit.

This is a very significant matter and will be strictly enforced by the Cooperative. We suggest that you review same and should you so desire, consult with your insurance representative or legal counsel.



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HOLD HARMLESS AGREEMENT

Fill Out the ENTIRE FORM- Please

Cooperative: _____

Address: _____

Shareholder(s): _____

To the fullest extent permitted by law, Shareholder(s) agree to indemnify, defend and hold harmless Cooperative and/or 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 contractor and/or hired individuals, its agents, servants, subcontractors or employees, at premises owned by Shareholder(s) and/or the common area of the Cooperative.

This agreement to indemnify specifically contemplates (1) full indemnity in the event of liability imposed against the Cooperative and/or Managing Agent without negligence and solely by reason of statute, operation of law, or otherwise, and (2) partial indemnity in the event of any actual negligence on the part of the Cooperative and/or Managing Agent causing or contributing to the underlying claim, in which 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.

Shareholder

Shareholder

Date

ALTERATION AGREEMENT

Date of Agreement: _____

Name of Cooperative: THE HOMESTEAD OWNERS' CORP. (referred to herein as the Cooperative")

Address of Cooperative: 80 East Hartsdale Avenue, Hartsdale, New York 10530 (the "Premises")

Name of Shareholder: _____

(includes the Shareholder, lessee, tenant, occupant or member of the family or guest, subtenant (if permitted), agent or employee of a Shareholder or Lessee (collectively referred to herein as the "Shareholder")

Apartment Number of Shareholder: _____
(referred to herein as the "Unit")

Address of the Shareholder: APT. _____ 80 East Hartsdale Avenue, Hartsdale, NY 10530
(referred to herein as the "Unit Address")

Name of Contractor: _____
(referred to herein as the "Contractor")

Address of the Contractor: _____

This Agreement is made as of the date set forth above, by and between the Cooperative, the Shareholder and the Contractor:

Whereas the Shareholder has requested permission of the Cooperative to perform certain work, labor and services ("Work") within the Unit, and

Whereas the Cooperative requires certain protection relative to the work to be performed:

Whereas there is other good and valuable consideration passing between the parties hereto,
Now Therefore, it is hereby Agreed that:

1. The Contractor or Shareholder, in its own name and naming Homestead Owners' Corp. (Cooperative) and Garthchester Realty (Managing Agent) as an additional named insured in its insurance policies covering the Work at the Unit and the Premises, agrees that it shall, prior to the commencement of any Work of any type whatsoever at the Unit and the Premises, including but not limited to construction, reconstruction, renovation, repairs, painting, plumbing, electrical, heating or maintenance (collectively referred to herein as the "Work") within the Unit at the Premises, it will obtain and maintain in continuous effect for the full period while the Work is being performed at the Unit and Premises, policies of insurance providing coverage in the limits and subject to the conditions hereinafter set forth.

2. The Contractor and/or Shareholder shall supply an original of the Certificate of Insurance to the Cooperative naming Homestead Owners' Corp. and Westchester Realty, as an additional named insured, which Certificate shall provide, among other things, that it shall not be materially changed nor shall the insurance be canceled without first providing the Cooperative with 60 days prior written notice of same.
3. The Contractor and/or Shareholder shall defend, indemnify and hold the Cooperative, its Managers, officers, agents, servants and employees harmless from and against all liability, loss, injury, damage, claims, demands, costs, judgments fees, reasonable attorneys fees costs and disbursements arising out of the performance of the Work in the Unit or the Premises resulting from any cause whatsoever other than the negligence of the Cooperative.
4. Prior to the commencement of the Work, the Contractor shall obtain at its sole cost and expense the required insurance from an insurance company licensed in the State of New York, carrying a Best's financial rating of "A" or better and the Contractor shall provide evidence of such insurance to the Cooperative in the form of a Certificate of Insurance. The policy or certificate thereof shall provide that thirty days prior to cancellation or material change in the policy, notices of same shall be given to the Cooperative by certified or registered mail, return receipt requested, with a copy to the Cooperative's Managing Agent by certified or registered mail, return receipt requested, for all of the following stated insurance policies. All notices shall name the Contractor and the Cooperative.
5. If at any time any of the policies required herein shall, in the sole discretion of the Cooperative, be or become unsatisfactory to the Cooperative, in form or in substance, or if the company issuing any such policy shall, in the sole discretion of the Cooperative, be or become unsatisfactory to the Cooperative, the Contractor shall upon notice to that effect from the Cooperative, promptly obtain a new policy, submit the same to the Cooperative for approval and submit a certificate thereof. Upon failure of the Contractor to furnish, deliver and maintain such insurance, any agreement between the Shareholder and the Contractor, at the election of the Cooperative, may be declared suspended, discontinued or terminated. Failure of the Contractor to take out, maintain, or the taking out of maintenance of any required insurance, shall not relieve the Contractor from any liability under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the contractual obligations of the Contractor concerning indemnification. All property losses shall be made payable to and adjusted with the Cooperative.
6. The Contractor shall provide proof of the following insurance coverage:
 - a) Workers' Compensation. State Workers' Compensation Board certificate form C-105.2 is required for proof of compliance with the New York State Workers' Compensation Law. State Workers' Compensation Board form DB - 120.1 is required for proof of compliance with the New York State Disability Benefits Law. Location of operation shall be "All locations in Westchester County, New York." If the Contractor is self-insured for Workers' Compensation, the Contractor should present a Certificate from the New York State Workers' Compensation Board evidencing that fact.
 - b) Employer's Liability with a minimum limit of \$1,000,000.00.
 - c) General Liability Insurance with a minimum limit of liability per occurrence of \$1,000,000.00 for bodily injury and \$1,000,000.00 for property damage or a combined

single limit of \$1,000,000.00 naming Homestead Owners' Corp. and Garthchester Realty Ltd. as additional named insured. This insurance shall indicate on the certificate of insurance the following coverage:

- i) Premises - Operations
- ii) Broad Form Contractual
- iii) Independent Contractor and Sub-Contractor
- iv) Products and Completed Operations.

d) All policies and Certificates of Insurance of the Contractor shall contain the following clauses:

- i) Insurers shall have no right to recovery or subrogation against the Cooperative (including its Managers, officers, agents and employees), it being the intention of the parties that the insurance policies to effect shall protect both parties and be primary coverage for all losses covered by the above - described insurance.
- ii) The clause "other insurance provisions" in a policy in which the Cooperative is named as an insured, shall not apply to the Cooperative.
- iii) The insurance companies issuing the policy or policies shall have no recourse against the Cooperative for payment of any premiums or for assessments under any form of policy.
- iv) Any and all deductibles in the above described insurance policies shall be assumed by and be for the account of, and at the sole risk of the Contractor.

7. The Shareholder shall defend, indemnify and hold the Cooperative, its Managers, officers, agents, servants and employees harmless from and against all liability, loss, injury, damage, claims, demands, costs, judgments, fees, reasonable attorneys fees costs and disbursements arising out of the performance of the Work in the Unit or the Premises resulting from any cause whatsoever other than the negligence of the Cooperative.
8. In the event the Shareholder violates the Provisions of the House Rules set forth in this Resolution, the Cooperative shall have the right to impose a fine and/or administrative fee in an amount up to and including \$250.00 for each day the Work is being performed in violation of the House Rules. The amount of the fine and/or administrative fee shall be payable in full by the Shareholder as additional Common Charges within thirty (30) days after the Shareholder is billed for same and shall also be deemed to have consented expressly to the following:
9. The Contractor agrees that neither it nor any subcontractors will file any liens or make any claims against the land or buildings of the Cooperative, or in which the Cooperative has a leasehold interest, or against any part of such land and buildings, or against any building or buildings or other improvements erected or made thereon, for any work, labor, services or materials that the Contractor or any Subcontractor may at any time furnish pursuant to the terms of this contract or any modification thereof, or upon any ground or nature of character whatsoever. In the event the Contractor or any Subcontractor files a lien against the Cooperative, land or buildings of the Cooperative or in which the Cooperative has a leasehold interest, the Contractor agrees to pay the cost of attorneys' fees relative to an Order to Discharge or bond the lien and will pay any premium to bond the lien and the cost of said attorney's fees and the cost of the premium will be subtracted

from any monies owed or claimed to be owed to the Contractor and any Subcontractor and the Contractor will hold the Cooperative harmless as to the costs of same.

10. Any monies expended by the Cooperative relative to this Renovation shall be reimbursed to the Cooperative by the Shareholder, as and when billed, and shall be deemed to be "additional rent"
11. All repairs, renovations and alterations of any type must comply with the Building Code of The Town of Greenburgh.
12. The Cooperative must approve any renovations and alterations pursuant to its Occupancy Agreement, By-Laws and House Rules procedure;
 - a) Plans, with a written "scope of work" must be submitted to the Managing Agent with a request for approval, which must include the anticipated time to complete the work. These plans should be prepared by either a licensed architect or engineer, or if the Cooperative so elects, by a person qualified to prepare such drawings and plans;
 - b) Either an engineer or architect, at the expense of the Shareholder or at the Cooperative Board's option, by a committee or representative of same, must review the plans. If the alterations or improvements are structural, we would recommend that an engineer or architect prepare the plans;
 - c) The Cooperative's architect or engineer, if required, must approve the renovations prior to the Cooperative issuing its approval. Again, if the alterations or improvements are structural, we would recommend that an engineer or architect review the plans;
 - d) The Shareholder must submit a copy of the contract with the contractor who is doing the renovations and/or alterations, which contract must include a clause prohibiting the contractor from filing a mechanics' lien against the Cooperative;
 - e) The Shareholder must execute a hold harmless agreement agreeing that if there should be any claim as a result of the renovations and/or alterations, the Cooperative will be held harmless as to same; A copy of same is annexed.
 - f) If there are any changes or additions to the original scope of work, they must also be approved by the Cooperative. If the work exceeds the anticipated period, the Managing Agent must be notified.
13. The Shareholder must, after the Cooperative gives its approval, submit the plans to the Town of Greenburgh and apply for a building permit that may be required. If the municipality requires any changes in the proposed renovation / alterations as approved by the Cooperative the Shareholder must secure the Cooperative's approval as to the changes.
14. The Shareholder cannot commence construction until a building permit is issued, a copy of which is to be supplied to the Managing Agent prior to the commencement of work, if required.
15. The Shareholder must have a written contract with the Contractor doing the work and that contract must contain a broad form "hold harmless and indemnity" provision in favor of the Cooperative. The Contract must also name Homestead Owners' Corp. and Garthchester Realty Ltd. as an additional insured on the certificate.

16. The Shareholder must sign this agreement with the Cooperative and the Contractor.

17. The Shareholder must supply a copy of an insurance policy regarding the renovations / alterations, which policy must cover both liability and workers compensations insurance and must insure the Cooperative.

18. If electrical or plumbing work is being performed, a licensed contractor must do it, and a copy of his/her license must be submitted to the Managing Agent prior to commencement of the work. The electrical and plumbing contractors must supply a written statement that the electrical or plumbing work will not adversely affect the building's electrical and plumbing service and will not exceed the present electrical service of the building.

19. At the completion of the work a Board of Fire Underwriters' Certificate and a Certificate of Occupancy or Completion, as the case may be, must be issued by the Town of Greenburgh as to the renovations / alterations. A copy of same must be supplied to the Managing Agent within one week after receiving same.

20. The Shareholder must pay for all fees and permits. Copies of the building permit must be supplied to the Managing Agent prior to work commencing.

21. All work must be performed only between the hours of 9:00 a.m. and 5:00 p.m., Monday through Friday. No work shall be performed on Saturday and Sunday or Holidays. Work must be completed within 45 days from the start of renovations.

22. Materials must be transported and delivered as designated by the Managing Agent.

23. There is to be no disruption of essential services in the Cooperative.

24. A plan for removal of debris must be submitted and approved by the Cooperative, and must be promptly removed from the building, at the Shareholder's sole cost and expense, by the contractor in sealed bags or barrels. The Shareholder and the contractor may not leave any debris at the building. Shareholders are responsible for transporting debris to the town dump (Town of Greenburgh, Dept. of Sanitation (914) 993-1576). All precautions must be taken to assure that dirt and dust from the renovation / alteration do not extend from the subject apartment to the hallways or other apartments. Hallways, lobbies, common areas and the elevators must be kept clean and free of all dust, dirt and construction debris and materials at the end of each workday. The building superintendent is not responsible for disposing any items.

25. The Shareholder must agree that if in the sole discretion of the Board of Directors, the work creates a danger to the building or the possibility of damage to the building, the work will be immediately halted and will not be resumed until the damage and/or damage issue is fully resolved to the satisfaction of the Board of Directors in its sole discretion.

26. The Cooperative maintains the right, in its sole discretion, to approve and/ or disapprove any requests for renovations / alterations, pursuant to the relevant Cooperative documents.

27. The shareholder agrees that the Cooperative shall have no responsibility for any delays, failures of essential services or disruption of building services to the Apartment during or resulting from the alteration and/or renovation. If there is any work involving the exterior or roof, the shareholder will be responsible for the waterproofing and weather-proofing of the work.

28. The labor and materials shall be in keeping with the character of the building as a first class cooperative apartment residence. The shareholder will take all precautions to prevent and assume all risks for damage to the building and other apartments in the building, its mechanical, plumbing and electrical systems, as may result from the alteration / renovation work undertaken.

29. ~~A deposit in the sum of \$1,000.00 shall be made payable to The Homestead Owners' Corp. prior to the commencement of the work, which will be held by the Cooperative to assure compliance with the conditions of this Agreement. Failure to comply with the terms of this agreement will result in the forfeiture of this deposit. This sum is merely a deposit and shall not limit the Cooperative to be reimbursed for any larger sum should there be damages in excess of the \$1,000.00 deposit.~~

30. All clauses of this Agreement which are applicable to the Cooperative shall be equally applicable to protect the Managing Agent of the Cooperative. The Shareholder shall pay , Garthchester Realty Ltd. the sum of \$300.00 as a non-refundable fee for its processing and other services relative to this Agreement and the alteration / renovation.

In Witness Whereof, the parties have affixed their hands on the date first above set forth.

Shareholder: _____

Shareholder: _____

Contractor: _____

By: _____

Cooperative: The Homestead Owners Corp.

By: _____

NOTICE

To: All Residents of The Homestead
Owners Corp.

Re: **Approved Renovations**

Please be advised that any shareholder approved to do renovations in their unit must notify their neighbors two floors above and two floors below that work will commence in your unit. You must advise them of the noise that will take place during the renovations and any anticipated odor from floor refinishing.

Thank you for your patience and understanding.

Please be advised that I,
Shareholder in Unit

_____ have
been approved to do work in
my unit. The work will
consist of major construction
and there will be a lot of
noise. I am also having the
floors refinished which will
create an odor.

Thank you.

Administrative Fees

Any breach of the House Rules is subject to an Administrative and/or Legal Fee at the discretion of the Board of Directors. Unless otherwise noted, any breach is subject to a minimum \$100 Administrative Fee.

Alterations / Construction / Renovations / Painting

- **All work must be pre-approved in writing by the Managing Agent.**
- **No renovations may be conducted on Saturdays, Sundays, or Federal holidays.**
- All work must be requested by the Shareholder; Sublessees wishing to paint or renovate their units must go through the Sublessor/Shareholder.
- An Alteration Agreement must be obtained from Management, completed properly, and returned to Management with all supporting documents for written approval. ***Detailed instructions and requirements are set forth in the Alteration Agreement.*** Any Shareholder/Resident failing to adhere to these requirements may be required to return the unit to its original condition at his/her own expense.
- No work may begin until Management has approved, in writing, the Alteration Agreement and all related plans and documents.
- Construction, painting, repair work and/or other installations involving noise or odors (including but not limited to wood floor coating/varnishing and painting) may only be done between the hours of 8:30 am and 5 pm. All surrounding residents (next door and across the hall) three (3) floors above and three (3) floors below must be notified (in person or in writing) at least two days prior to the commencement of the work.
- Shareholders/residents scheduling renovations or repairs are asked to be sensitive to religious and ethnic holidays and holy days.

- Contractors must cover the carpeting from the elevator door to the apartment being renovated with masonry board, which will be provided by the Superintendent.
- Contractors removing large amounts of rubbish, demolition, etc. must notify the Superintendent in advance so that the elevator can be padded. All removals must be through the carport level and may only occur between the hours of 8:30 a.m. and 3:30 pm and must be removed from the premises. Contractors may use the old shopping carts – labeled for use by contractors -- to bring materials into or out of the building. They may not use the new, red carts, which have been purchased for Shareholder/Resident use only. A \$500 administrative fee, to be paid by Shareholder, will be charged for any violation of this rule.

Apartment Access / Keys

Under the Proprietary Lease (Paragraph 25), the Managing Agent, Superintendent, and/or any member/members of the Board of Directors and their authorized contractors/workmen have the right to enter any apartment at any reasonable hour of the day, upon notice, or at any time and without notice in the event of an emergency, to make or facilitate repairs or cure any default by the Lessee. To enable such access, all Shareholders/Residents shall provide the Cooperative with a key to each lock. These keys are to be left with the Superintendent.

In case of an emergency, the building staff is authorized to enter the apartment without notice. If the Superintendent does not have the keys to your apartment, staff will use whatever means necessary to gain access. Any damage resulting will be the responsibility of the Shareholder. All costs incurred by the Cooperative will be added to the monthly maintenance bill.

In addition, the Managing Agent, Superintendent, and/or any member/members of the Board of Directors and their authorized contractors/workmen may enter any apartment at any reasonable hour of the day, upon notice, for the purpose of inspecting such apartment.

If you need to use your spare key(s) at any time it is your responsibility to return the spare key(s) to the Superintendent.

\$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). 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.

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 _____



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																				
	<table border="1"> <thead> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A :</td> <td>CARRIER 1</td> <td>NAIC REQ</td> </tr> <tr> <td>INSURER B :</td> <td>CARRIER 2</td> <td>NAIC REQ</td> </tr> <tr> <td>INSURER C :</td> <td>(etc...)</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A :	CARRIER 1	NAIC REQ	INSURER B :	CARRIER 2	NAIC REQ	INSURER C :	(etc...)		INSURER D :			INSURER E :			INSURER F :	
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INSURED NAME OF INSURED (MUST MATCH SIGNED CONTRACT) FULL CURRENT ADDRESS OF CONTACT																					

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 GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC		X	\$1,000,000 / \$2,000,000 Minimum	CURRENT	CURRENT	EACH OCCURRENCE \$ 1,000,000 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 <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> 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 <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED 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	Y / N	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)

Unit Owner/Name _____ Apartment / Unit # _____

Property Name/ Location _____

Managing Agent _____

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

CERTIFICATE HOLDER**CANCELLATION**

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