



Garthchester Realty

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Dear Resident:

Enclosed please find the Capital Improvement agreement for Scarsdale Country Estates Owners Inc. 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).
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. Application processing fee of **\$300.00** payable to Garthchester Realty.
6. Indemnification form (must be signed by the shareholder and all contractors, plumbers and electricians).
7. **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.

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

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.

Please CONFIRM this is the most CURRENT list*

Contractual Liability *

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.	Max Specialty
Alterra E&S	Maxum Indemnity Co.
American Safety	Mt. Valley Indemnity
Arch Specialty Ins. Co.	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	Rockingham Insurance Company
First Century	Rutgers/American European Ins. Co.
First Mercury – Cover X	Tower Insurance
Guard Insurance Companies	Tudor
Hermitage	U. S. Liability / U.S. Underwriters / USLI
Hudson	Utica First
Kingstone Insurance	Valley Forge
	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.

4/9/2019*



SCARSDALE COUNTRY ESTATES OWNERS, INC.
Campus/Sentry Place • Scarsdale, NY 10583

PROCEDURES FOR MAKING ALTERATIONS TO APARTMENTS

If you wish to make any alterations to your apartment, or install any new equipment, you must have written permission from the Board of Directors before beginning. You should provide the following information and forms to the Managing Agent who will forward same to the Board:

- (1) A signed copy of the Apartment Renovation Application (attached).
- (2) A written statement from your contractor detailing the proposed work to be performed in the premises, as well as indicating the manner, design and scope of the alteration and/or renovation, including his/her license number.
- (3) Copies of all contractors' Certificates of Insurance naming both **Scarsdale County Estates Owners, Inc. and Garthchester Realty, as additional insureds.**
- (4) Copies of any and all Town of Greenburgh building permits as required by law.
- (5) Copies of licenses for any and all plumbers or electricians who will be doing work in your apartment.

Please read the Apartment Renovation Application carefully, as it outlines your responsibilities in detail.

Please submit these materials well in advance of the beginning of your proposed work, since the Board of Directors meets only once each month.

After considering your request, the Board will either return the approved agreement to you, provide a reason for denying your request, or request further information or documentation.

The Board considers all requests carefully since alterations to apartments affect the value and condition of the property as a whole.

No work may be undertaken until you have received the signed agreement back from the Board of Directors.

SCARSDALE COUNTRY ESTATES OWNERS, INC.
Campus/Sentry Place • Scarsdale, NY 10583

APARTMENT RENOVATION APPLICATION

Shareholder: _____

Bldg.: _____

Apt.: _____

Pursuant to Paragraph 21 of my Proprietary Lease, I hereby request permission to install the equipment and make alterations described in the annexed document (hereafter collectively referred to as the "work") in the above specified apartment.

If permission is granted:

1. I agree, before any work is begun:

- (a) To provide a written statement detailing the specific work to be performed in the premises, as well as indicating the manner, design and scope of the alteration and/or renovation and a 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 (10) days after receipt of such approval, to deliver to you a copy of every permit or certification issued. If there be any doubt as to the need for such approval, you shall be the sole arbiter in resolving the doubt.
- (c) To procure from my contractor or contractors:
 - (i) Comprehensive personal liability and property damage insurance policies, satisfactory to the Board of Directors, which policies name the Cooperative Corporation and the Managing Agent, as well as myself, as parties insured. Such policies shall provide that they may not be terminated until at least ten (10) days after written notice to you; and
 - (ii) Workers Compensation and Employees Liability insurance policies, covering all employees of the contractor, contractors or sub-contractors.

All such policies, or certificates evidencing their insurance, shall be delivered to you.

- 2. If the Cooperative Corporation is required to 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, weathertightness of windows, exterior walls or roofs, waterproofing of every part of the building directly or indirectly affected by the work, and maintenance of 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. The Board of Directors has the right to approve same and to compel removal of same should it not meet the Board's criteria and/or creates a risk of loss or constitutes a dangerous, hazardous or unsafe condition.
- (d) I undertake to indemnify the Cooperative Corporation, the Managing Agent and tenants 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 the Cooperative Corporation or the Managing Agent fro any expenses (including, without limitation, attorneys' fees and disbursements) incurred as a result of the such work.
- (e) If, after making any alterations or installing any equipment referred to herein, I shall:
 - (i) seek to exercise my right to terminate my Proprietary Lease pursuant to Paragraph 35 thereof, 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 cancellation of my lease, or
 - (ii) seek to transfer the corporate shares allocated to the apartment and the Proprietary Lease appurtenant thereto, 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 Sub-Paragraphs (a) through (d) of this Paragraph 3.

4. All permitted work shall be completed within ninety (90) days after Governmental approval thereof has been granted or, if no such approval is required by law or regulations, then from the date hereof.
5. No work shall be done, except between the hours of 8:30 AM and 5:00 PM from Monday through Friday, and between the hours of 10:00 AM and 5:00 PM on Saturday. No work is permitted on Sunday. All work will be done in such a manner as to minimize any unusual noises which might disturb other residents.
6. All precautions must 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 securely and neatly in barrels or bags before being taken out of the apartment. All such barrels and bags, rubbish, discarded equipment and/or appliances, empty packing cartons and other materials will be taken out of the building and removed from the premises at my expense with arrangements being made by my contractor(s). I shall be strictly responsible to make sure that, upon completion of work, the premises will be free from dirt, implements, surplus materials and the like, and that the common areas will be left in the status it was in prior to the start of said work.
7. I will bear the entire cost of alterations and installations and pay all bills incurred in connection therewith, not later than thirty (30) days after completion of work. If any mechanic's liens are filed for work claimed to have been done or materials alleged to have been supplied, I shall cause such liens to be discharged within thirty (30) days after such filing whether or not I am ultimately responsible or liable for payment of same. If I fail to do so, you may exercise any and all rights and remedies under the Proprietary Lease 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 should be required, and such other proof as may be necessary to indicate all work has been done in accordance with all applicable laws, ordinances and Government regulations. Failure to obtain same, when requested to by the Board of Directors, will result in my having to remove the alterations and restore the property to its original condition.
9. I recognize that by granting consent to this work, you do not profess to express any opinion 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 the Proprietary Lease, 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 apartment 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 the Cooperative Corporation, me, and our personal representatives and authorized agents.

12. Any and all plumbers or electricians utilized will be licensed to practice their profession, and approved by the Town of Greenburgh Building Department, and copies of their licenses will be supplied with this Agreement.

Annexed hereto is the written statement describing the work required by Paragraph 1 (a).

SHAREHOLDER

SHAREHOLDER

DATE

PERMISSION GRANTED FOR WORK
AS HEREWITH SUBMITTED

FOR THE BOARD OF DIRECTORS
(MANAGING AGENT)

DATE

**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 _____
