



Garthchester Realty

www.GarthchesterRealty.com

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

Dear Shareholder:

Enclosed please find the alteration agreement for PMA Corp. 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. Shareholder's Indemnification and Insurance Agreement (signed by the Shareholder; to be signed by the Corporation and Managing Agent).
3. Contractor's Indemnification and Insurance Agreement (signed by the Shareholder and Contractor; to be signed by the Corporation 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. 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 **PMA Corp.** 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: PMA Corp. and Garthchester Realty listed as additional insured and certificate holder.

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. 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:

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

DESCRIPTION of OPERATIONS/ADDITIONAL INSURED:

- 1. Name of Resident, Address & Apt.#
- 2. **PMA Corp.**
- 3. GARTHCHESTER REALTY

Note: All kitchens, bathrooms and any structural work requires a permit from the Village of Pelham, N.Y. Building Department.

RENOVATIONS - REMODELING - CONSTRUCTION POLICY & RULES

NON-SUBSTANTIAL JOBS:

This category includes cosmetic work such as painting, plastering, floor sanding and the installation of carpet and floor tile. Non-substantial jobs are generally those that could not predictably affect the heating, plumbing, and electrical or structural systems of the building.

Any Owner who plans to have a non-substantial job performed in their apartment must notify (in writing) the Managing Agent and notify (verbally) the Superintendent of the scope of work to be performed and the dates on which the work will be performed. No work can be commenced without the **written approval of the Managing Agent prior to commencement.** This includes any of the aforementioned work even if the Shareholder intends to physically perform this work themselves.

Any Owner who has a non-substantial job performed in their apartment must comply with the following rules:

1. Workers can only be in the building between the hours of 8:00 A.M. to 5:00 P.M., Monday through Friday. Work **shall not** be performed on **Saturdays, Sundays or Holidays** (except for quiet work which is self-contained within the apartment.) No work that can create noise or otherwise disturb neighbors shall be performed before 9:30 A.M.
2. Workers must check in and out with the Superintendent on a daily basis. All workers must enter and exit through the basement, garage or service entrance where possible and may not use the front lobby door.
3. Workers must clean up on a daily basis all dust and debris the job creates anywhere in the building (outside of the apartment,) i.e. elevators, halls, basement, and must remove all debris from the building on a daily basis. Debris may not be deposited with the trash or in building disposal areas or left for municipal pick-up.
4. Workers may not store their tools, equipment or supplies in the basement, halls or any other common areas.
5. Workers must protect the elevator or halls and stairs from scratching or other marring by using either pads or construction paper. Hallway floors must be similarly protected.

SUBSTANTIAL JOBS:

This category includes any work that involves the removal and/or installation of electrical wiring or equipment, plumbing equipment (inclusive of toilets, sinks, vanity cabinets, kitchen equipment or the demolition or alteration of interior unit walls (even if non-structural). Any partial or complete kitchen or bathroom renovations are considered substantial.

If an Owner is uncertain whether a particular job is substantial or non-substantial, it is the Owner's responsibility to request a written opinion from the Managing Agent.

If a job is substantial, Rules 1 through 5 set forth herein, must be complied with and, in addition, the Shareholder must comply with the following Rules:

6. The Managing Agent **must approve the Contractor** you wish to retain to perform the work. (There have been instances where Contractors have caused damage to the building systems and have failed to adhere to procedures intended to protect the building and its residents.)

7. The Owner must submit the following documents to the Managing Agent. **After** the Managing Agent has reviewed the documents, you will be advised, **in writing**, of approval, denial or a request for additional documentation: **(The Managing Agents written approval must be obtained prior to the commencement of any alteration or improvement)**
- A. A **detailed, written statement** describing the **scope of work**.
 - B. A set of legible **plans for the job, signed by a licensed Architect or Engineer**.
 - C. A copy of **these Rules signed** by the Shareholder and Contractor.
 - D. Complete copies of all Contracts made with the Contractors and suppliers. Any and all **Contractors must be licensed** and a copy of that license must also be submitted. General Contractors may not perform plumbing or electrical work without the having required licenses and must submit same.
 - E. A **Certificate of Insurance** evidencing Personal Liability, Property Damage, Employee's Liability and Worker's Compensation coverage in an amount not less than \$1,000,000.00. Certificates will name the Corporation, the Managing Agent and the Shareholder as co-insureds. Each Certificate shall state that the coverage may not be terminated without ten (10) days prior written notice of their termination to the Managing Agent. A Certificate is required for each Contractor and Sub-Contractor.
 - F. A written statement indicating whether any **other apartments will be affected** by the job (i.e. water, heating or electrical shut off) and, if so, which apartments, in what way, and for how long will be affected. Any aforementioned shut off requires at least a twenty four (24) hour prior notice to any and all affected residents, Managing Agent and Superintendent.
 - G. If, by Law, Statute or Code, the proposed work requires the prior approval of government agencies and the issuance of a Permit, you must submit copies of all **Permits and Applications** for those Permits.
 - H. If, in the sole discretion of the Managing Agent, an Engineer must be engaged to review any submission, the cost thereof shall be charged back to the unit owner.
 - I. A **refundable** (if there has been no damage or violation of these Rules) **renovation deposit** in an amount up to \$1,000.00 may be requested and must be tendered prior to written approval being granted.

Any violation of the Rules herein set forth will subject the owner to a fine of up to \$1,000.00 (amount to be set by the Managing Agent depending on severity of the violation and at the Managing Agents sole discretion.)

If an Owner, or their Contractors, violates any of the Rules herein set forth, or if the Managing Agent, in his sole discretion, determines that a job is being performed in an unsafe manner, or if the Scope of Work has been or will be exceeded, the Corporation reserves the right to withdraw any written approval and to stop all work at any time, and shall incur no liability if they do so.

I/we have reviewed and understand the Rules herein contained and agree to abide by all of the provisions contained therein.

Signature

Date

Apartment #

Address

CAPITAL IMPROVEMENT

Resident _____

Building _____ Apt # _____

Phone _____ Alt Phone _____

CERTIFICATE OF INSURANCE (LIABILITY & WORKERS COMPENSATION)

_____ General Contractor

_____ Electrician

_____ Plumber

COPY OF LICENSE

_____ General Contractor

_____ Electrician

_____ Plumber

DESCRIPTION OF WORK, PLANS

_____ General Contractor

_____ Electrician

_____ Plumber

OTHER

_____ Alteration Agreement

_____ Indemnification Form (contractor, plumber and electrician)

_____ EPA Certification

_____ Permit

_____ Check

NOTES:

SHAREHOLDER'S INDEMNIFICATION & INSURANCE AGREEMENT

Whereas _____ (“Shareholder”) is and will be performing renovation work in Unit No. _____ within _____ (“Corporation”) 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 Shareholder, Corporation and Managing Agent hereby agree:

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Shareholder agrees to indemnify, defend and hold harmless Corporation 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 Shareholder, its agents, servants, contractors, subcontractors or employees. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Corporation 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 Corporation 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 Shareholder 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 Corporation and/or Managing Agent and their respective insurers, which would have otherwise been paid by the Shareholders required insurance.

INSURANCE PROCUREMENT

Shareholder 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. Shareholder shall, by specific endorsements cause Corporation and Managing Agent to be named as additional insureds. Shareholder 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.

Corporation:

Managing Agent:

Shareholder:

Signature: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Name: _____

Date: _____

Date: _____

Date: _____

CONTRACTOR'S INDEMNIFICATION & INSURANCE AGREEMENT

Whereas _____ (“Contractor”) is and will be performing certain work for _____ (“Shareholder”) at _____ (“Corporation”) 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, Shareholder, Corporation, and Managing Agent agree as follows:

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless, Corporation, Managing Agent, and Shareholder 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 Corporation. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Corporation, Managing Agent, and Shareholder 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 Corporation, Managing Agent, and Shareholder 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 Corporation, Managing Agent, and Shareholder, 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 Shareholder, 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 Corporation, Managing Agent, and Shareholder 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 Shareholder.

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.

Contractor	Corporation	Managing Agent	Shareholder
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 #
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.

INSURER	TYPE OF INSURANCE	ADDL INSUR	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	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	AUTOMOBILE LIABILITY	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"/> UMBRELLA LIAB	X	X	SEE AGREEMENT	CURRENT	CURRENT	EACH OCCURRENCE See agreement
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE See agreement
	DED RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	\$1,000,000 MINIMUM NEW YORK STATE DISABILITY - Statutory	CURRENT	CURRENT	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N						E.L. EACH ACCIDENT \$1,000,000
	If yes, describe under						E.L. EACH ACCIDENT - EA EMPLOYEE \$1,000,000
	DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT \$1,000,000

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

<<Shareholder >>, <<Corporation >>, 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