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Dear Shareholder:

Enclosed please find the capital improvement form for 16 North Broadway Owners Inc.. Please read, sign and return this form to the attention of Steven Hegner at Stillman Management along with the following required documents:

1. A description of the work you will be doing, for Board approval.
2. Any plumbing work and 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 square feet). A copy of this new rule is attached.
4. General contractor's certificate of insurance.
5. Indemnification form (must be signed by the shareholder and all contractors).
6. A renovation deposit in the amount of \$1,000.00 made out to **16 North Broadway Owners Inc.** and a nonrefundable check for \$350.00 payable to **Stillman Management**.
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.**
8. **Shareholder must notify Superintendent when contractors are coming to the apartment, the contractor has to sign in and out when they work in an apartment.**

Before approval may be granted, the alteration agreement must be submitted with the **all completed documents listed above**. The certificate of insurance must read as follows **16 North Broadway Owners Inc. and Stillman Management listed as additional insured.**

Upon completion of all work, the shareholder is responsible for closing all permits and submitting to Stillman Management a copy of the Certificate of Compliance from the building department.

Thank you for your attention to this matter.

Sincerely,

Steven Hegner
As agent for 16 North Broadway Owners Inc.

16 North Broadway Owners Inc.

CAPITAL IMPROVEMENT FORM

Dear Shareholder:

Attached please find Capital Improvement Agreement for 16 North Broadway Owners Inc. Please read, sign and return this form to Stillman Management, Attn: Steven Hegner, along with all the requested documents:

A description of the work you will be doing, for Board approval. Please note that your contractor must contact the City of White Plains to ascertain what work requires a permit. However, plumbing, electrical, kitchen cabinetry, bathroom retiling and structural work are some of the items requiring a permit.

Your contractor's certificate of insurance, naming **16 North Broadway Owners Inc. and Stillman Management** as additional insured inclusive of workers compensation and the executed attached indemnification form.

A deposit of \$1,000 is required upon filing this application, payable to 16 North Broadway Owners Inc. which will be deposited and will not be returned to you until notification from the City of White Plains, has been received indicating that all permits have been closed.

Application fee of \$350.00 payable to Stillman Management.

Once we are in receipt of the above requested documents and the Board of Directors has approved the work, we will prepare a letter for you to submit to the City of White Plains building department so your contractor may obtain the required permits. Please note that once permits are obtained, they must be posted on the apartment door and a copy submitted to management. After all work is completed the shareholder is responsible for closing all permits and submitting a copy of the Certificate of Compliance from the building department to Stillman Management. Should no damages occur or violations received, the \$1,000 deposit will be refunded.

Contractors and/or painter must be **EPA certified** if they will be performing work that disturbs and paint surfaces (more than

Thank you

Steven Hegner, as Agent for
16 N01ih Broadway Owners Inc.

Date: _____

Re: Resident Name: _____

Apartment No.: _____

Building: _____

Gentleman/ Ladies:

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

If such permission be granted:

1. I agree, before any work is begun:

(a) To provide a written statement detailing the specific to be performed in the premises as well as indicating the manner, design and scope of the alteration and/or renovation.

(b) If required by Jaw 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 days after receipt of such approval, to deliver to the Apartment Corporation a copy of every permit or certificate issued. If there are any doubts as to the need for such approval, the Apartment Corporation 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 Apartment Corporation and its Managing Agent, as well as me, as parties insured. Such policies shall provide that they may not be terminated until at least ten days after written notice to the Apartment Corporation; and

(ii) Workmen's compensation and employee's liability insurance policies, covering all employees of the contractor, contractors or subcontractors.

All such policies, or certificates evidencing their issuance, shall be delivered to the Apartment Corporation.

2. If the Apartment 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, 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 and which may result from or be attributed to the work being performed hereunder and all responsibility for the maintenance and repair of any alterations and instillation after completion. This responsibility covers all work, whether or not structural, weather tightness 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 shall, when so advised, promptly remove the cause of the problem the any of it's shall, when 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 Board of Directors has the right to approve the type and quality of work and to compel the removal of any work which is a risk of loss or constitutes a dangerous, hazardous, or unsafe condition.

(d) I undertake to Managing Agent and damages suffered to performed hereunder, indemnify the Apartment Corporation, the tenants or occupants of the building for any person or property as a result of the work whether or not caused by negligence, and to reimburse the Apartment Corporation and its Managing Agent for any expenses (including, without limitation, attorneys' fees and disbursements) incurred as a result of such work.

(e) If, after making any alterations or installing any equipment referred to herein, [shall;

(i) seek to exercise my right to terminate my Proprietary Lease, I will, on your demand, but at my expense, restore condition prior hereto, or provide you with an agreement by my transferee to assume all my obligations hereunder, including my continuing obligations and understanding expressed in subparagraphs (a) through (d) of this paragraph 3

(ii) seek to transfer the corporate shares allocated to the apartment and the Proprietary Lease appurtenant thereto, [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 subparagraphs (a)through (d) of this paragraph 3.

4. All permitted work shall be completed within 90 days 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 8:00 a.m. and 4:00 p.m. Monday through Friday. No work is to be done on weekends or legal holidays. All work will be done such a manner as to minimize any unusual noises which might disturb other residents.
6. All precautions will be taken to prevent dirt and dust from permeating other parts of the building during the progress of the alterations. Materials and rubbish will be placed in such barrels or bags, before being taken out of the apartment. All such barrels or bags, rubbish, discarded equipment, empty packing cartons and other materials will be taken out of building and removed from the premises at my expense and with arrangements to be made with the superintendent and contractor. I shall be strictly responsible to make sure that upon completion of the 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 the 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 days after completion of the work. If any mechanic's liens be filed for work claimed to have been done or materials alleged to have been supplied, [shall cause such liens to be discharged within 30 days after each filing. Whether or not I am ultimately responsible or liable for payment of same.] If I fail so to do, you may exercise any and all your 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 be required and such other proof as may be necessary to indicate all work has been done accordance with all applicable law, ordinances and Government regulations. Failure to obtain same, when requested to by the Board, will result in my having to remove the alterations, and restore the property to its original condition.

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 #
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 LTR	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	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"/> 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)

<<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