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Dear Shareholder:

Enclosed please find the Capital Improvement agreement for Gramatan Owners, Inc. Please read, sign and return this form to the attention of Leny Gonzalez at Stillman Management Realty Corp. along with the following required documents:

1. The scope (or description) of the work detailing the specific work to be performed. Please include plans and drawings, if applicable.
2. General contractor's copy of license and certificate of insurance, including workman's compensation.
3. All plumbing and electrical work must be done by a licensed plumber and/or electrician. Copy of their license and certificate of insurance including workman's compensation must also be submitted.
4. Contractor 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 rule is attached.
5. Indemnification form (must be signed by the unit owner and all contractors).
6. Check for processing fee in the amount of \$350.00 payable to Stillman Management Realty Corp.
7. Refundable security check for \$500.00 payable to Gramatan Owners, Inc.
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 permit from the City of Mount Vernon. Before approval may be granted, the alteration agreement must be submitted with all **completed documents listed above.**

**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,  
Leny Gonzalez

*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. Stillman Management Realty Corp. hereby disclaims responsibility for the reliance by any users of this site on the information contained herein without independent verification of its accuracy.*

## CONTRACTOR'S INDEMNIFICATION & INSURANCE AGREEMENT

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

### INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless, Cooperative, Managing Agent, and Unit Owner from any and all claims, suits, damages, liabilities, professional fees, including attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of the Contractor, its agents, servants, subcontractors or employees, or the use by Contractor, its agents, servants, subcontractors or employees, of facilities owned by Cooperative. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Cooperative, Managing Agent, and Unit Owner without negligence and solely by reason of statute, operation of law or otherwise, and partial indemnity in the event of any actual negligence on the part of Cooperative, Managing Agent, and Unit Owner either causing or contributing to the underlying claim. In that event, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault, whether by statute, by operation of law or otherwise. If Contractor fails to procure insurance as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by Cooperative, Managing Agent, and Unit Owner, and their respective insurers, which would have otherwise been paid by the Contractor's required insurance.

### INSURANCE PROCUREMENT

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

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

<b>Contractor</b>	<b>Cooperative</b>	<b>Managing Agent</b>	<b>Unit Owner</b>
Name _____	Name _____	Name _____	Name _____
Signature _____	Signature _____	Signature _____	Signature _____
Date _____	Date _____	Date _____	Date _____



**UNIT OWNER'S INDEMNIFICATION & INSURANCE AGREEMENT**

Whereas \_\_\_\_\_ ("Unit Owner") is and will be performing renovation work in Unit No. \_\_\_\_\_ within \_\_\_\_\_ ("Cooperative") located at \_\_\_\_\_, managed by \_\_\_\_\_ ("Managing Agent"), pursuant to decoration or alteration agreements and/or the contract/proposal dated \_\_\_\_\_, now therefore, as to all such work, the Unit Owner, Cooperative and Managing Agent hereby agree:

**INDEMNIFICATION AGREEMENT**

To the fullest extent permitted by law, Unit Owner agrees to indemnify, defend and hold harmless Cooperative and Managing Agent from any and all claims, suits, damages, liabilities, professional fees, including attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of the Unit Owner, its agents, servants, contractors, subcontractors or employees. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Cooperative 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 Cooperative and/or Managing Agent either causing or contributing to the underlying claim. In that event, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault, whether by statute, by operation of law or otherwise. If Unit Owner fails to procure insurance as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by Cooperative and/or Managing Agent and their respective insurers, which would have otherwise been paid by the Unit Owners required insurance.

**INSURANCE PROCUREMENT**

Unit Owner shall obtain and maintain at all times during the term of this agreement, at its sole cost and expense, personal liability insurance with a minimum limit of \$1,000,000. Unit Owner shall, by specific endorsements cause Cooperative and Managing Agent to be named as additional insureds. Unit Owner shall, by specific endorsement, cause the coverage afforded to the additional insureds thereunder to be primary to and not concurrent with other valid and collectible insurance available to the additional insureds.

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

**Cooperative:**

**Managing Agent:**

**Unit Owner:**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

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
INSURED  NAMED OF INSURED (MUST MATCH SIGNED CONTRACT) FULL CURRENT ADDRESS OF CONTACT	INSURER B:
	INSURER C:
	INSURER D:
	INSURER E:

**COVERAGES**      **CERTIFICATE NUMBER:**      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS R LT R	TYPE OF INSURANCE	ADD L INS R	SU BR VW D	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Contractual Liability GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC	X	X	\$1,000,000 / \$2,000,000 MINIMUM	CURRENT	CURRENT	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	\$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 checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED      RETENTION \$	X	X	SEE AGREEMENT	CURRENT	CURRENT	EACH OCCURRENCE See agreement AGGREGATE See agreement
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	\$1,000,000 MINIMUM NEW YORK STATE DISABILITY - Statutory	CURRENT	CURRENT	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER      STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. EACH ACCIDENT - EA EMPLOYEE \$1,000,000 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 <b>MUST BE SIGNED</b>