

# Broadlawn Apartments

## UNIT ALTERATION/RENOVATION APPLICATION

Unit: \_\_\_\_\_

Owners: \_\_\_\_\_ Telephone: \_\_\_\_\_

The undersigned Owners of the Unit, in accordance with the terms of the buildings Offering Plan, does hereby request the consent of the Board (“Board”) of the building (“Unit”) to make the following described additions or alterations to the Unit (“Work”):

*[ Provide a general description of the Work to be performed and enclose copies of the plans and specifications, along with a copy of your signed contract. All plans shall be drawn by a licensed Architect or Professional Engineer and shall contain the raised seal of the draftsman.]*

---

---

---

---

---

---

---

---

A deposit in the amount of **\$1,000.00 made payable to the building** is required to secure the building against possible damages to the common areas and to ensure compliance with regard to construction and renovation procedures. A **\$250.00 application processing fee made payable to Benchmark Management is required for approval**. Deposit amounts may be increased by the Board upon review of the plans and specifications of the project and from time to time during the course of the Work. If the Board determines that a construction agreement with the building is required, it will be prepared by the building’s attorney at the expense of the Owner. All required deposits must be received prior to the commencement of any of the Work.

In connection with the foregoing, and as a condition to the Board’s requested consent, the undersigned agrees to abide by and to comply with each of the following conditions, rules and representations:

1. Provide any additional information or plans about the proposed Work that may be requested by the Board or Managing Agent during the application process or at any time during the course of the Work.

2. Provide in advance of commencing of any Work, proof of comprehensive public liability, property damage and Workers Compensation insurance covering the proposed job in amounts satisfactory to the Board and Managing Agent, which may be changed from time to time during the course of the Work.
3. All contractors, plumbers and electricians who will Work on the job must be duly and currently licensed by the appropriate licensing authority and shall provide to the Managing Agent a copy of their licenses and a certificate of Liability and Workers Compensation insurance listing the Broadlawn Apartments. and Benchmark LM Management Services LLC as additional insured's.
4. Access to all building valves, i.e., plumbing, gas or otherwise, is permitted only under the direct supervision of the building Superintendent or Managing Agent. Access to all building valves are by appointment only, and after appropriate notices have been posted apprising other occupants.
5. All debris created by the Work and any discarded appliances, equipment, rugs, furnishings, etc. must be removed from building and property daily. Workman and suppliers shall not park their vehicles on Building property. The Unit Owner shall provide sanitary facilities for all workers on the job.
6. The undersigned assumes all risk of damage to the building, any part thereof, any system in or servicing the building, the grounds and the premises; and the undersigned assumes and agrees to pay any and all costs incurred to repair or replace any damage caused by the proposed Work or by the Unit Owner's workmen
7. No liens of any type (mechanic's lien or other) may be filed against any property other than the Owner's Unit. If any lien is filed against the building common elements relating to Work done in a Unit, the Unit Owner shall cause the lien to be discharged of the record within Ten (10) days of such filing. If such lien is not timely discharged of record, the building shall have the right, but not the obligation, to satisfy the lien and to bill the Unit Owner for all costs and expenses relating thereto, including attorney's fees, all of which shall be deemed to be additional common charges due and owing by the Unit Owner
8. No Work that is not first approved in writing by the Board shall be undertaken. Any Work done that is beyond the scope of the Board's approval and consent is subject to removal or correction at the sole expense of the Unit Owner upon written notification by the Board to the Unit Owner. If any Work is done beyond the scope of the Board's approval and consent, the Unit Owner may be fined in such amounts as the Board deems appropriate and the Unit Owner shall be responsible for payment of all costs, expenses and the attorney's fees incurred by the Cooperative, all of which shall be deemed additional common charges due and owing by the Unit Owner.
9. Work shall **ONLY** be done between the hours of 9:00 A.M. and 4:00 P.M., Monday through Friday, but excluding holidays. All Work shall be done in such manner

as will minimize any unusual noise which might disturb other Unit Owners. Further, workmen shall **NOT** use any public area (Hallways, Stairways, Elevators, Basement, Lobby or any other common areas) for cutting or working on materials to be used in proposed Work, or for storage of materials. Any use of the elevator by workmen or for moving materials, supplies, tools and the like shall first be approved by the building Superintendent or Managing Agent, and Padding or other protection of the elevator shall be applied prior to any such use.

10. The Unit Owner also agrees that the proposed Work will be fully performed and shall be performed and completed in full compliance with any and all applicable provisions of the Offering Plan, the Cooperative's rules and regulations, and any applicable governmental codes, rules, laws, ordinances and regulations. The Unit Owner shall provide the Board with the certificate of completion/compliance/occupancy from the Town and any other municipal authority having jurisdiction thereof, upon completion of the Work. No deposit hereunder shall be released until all such certificates are properly filed and delivered to the Managing Agent (Benchmark LM Management Services LLC).

11. Failure to comply with any of the provisions herein or of the Board's consent shall be deemed a material breach of the provisions of the Offering Plan, and in addition to all available remedies, the Board may require the Unit Owner to suspend all further Work and may exclude any other workmen from the building for any purpose other than the removal of tools or equipment; and the Board may levy fines in such amounts as it deems appropriate against the Unit Owner and which shall be due and owing as additional common charges and shall be collected as such.

12. This application and the Board's consent, if given, may not be changed orally, but only in writing.

**13. 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 a few methods to try to determine if your subcontractor has contractual liability**

- **Ask for a copy of the contractor's/subcontractor's insurance policy and have your broker review it.**
- **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.**
- **Request certificate Addendum Accord 855 NY for coverage details from contractor/sub-contractor.**

**Contractors, Plumbers, Electricians, Etc.**

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

Title: \_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

**Have you submitted:**

Copy of Insurance                      Yes    or    No

Copy of License                        Yes    or    No

**Contractors, Plumbers, Electricians, Etc.**

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

Title: \_\_\_\_\_

Address:  
\_\_\_\_\_  
\_\_\_\_\_

Telephone: \_\_\_\_\_

**Have you submitted:**

Copy of Insurance                      Yes    or    No

Copy of License                        Yes    or    No

Below is a partial list of insurance carriers that may sometimes exclude contractual liability 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

**ACORD CERTIFICATE OF LIABILITY INSURANCE** DATE (MM/DD/YY)  
00/00/0000

PRODUCER FAX  * NAME AND ADDRESS OF INSURANCE CARRIER	THIS CERTIFICATE ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.  <b>INSURERS AFFORDING COVERAGE</b>  INSURER A: XXXXXXXXXXXX INSURER B: XXXXXXXXXXXX INSURER C: INSURER D: INSURER E:
INSURED  * NAME AND ADDRESS OF INSURED	

**COVERAGES**  
 THE POLICES 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. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INS LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXP DATE (MM/DD/YY)	LIMITS	
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> <input type="checkbox"/> GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC	XXXXXXXXXX	00/00/00	00/00/00	EACH OCCURRENCE	\$ 1,000,000
					DAMAGE TO RENTED PREMISES	\$ 1,000,000
SAMPLE						
B	<b>AUTOMOBILE LIABILITY</b> <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 <input type="checkbox"/> _____ <input type="checkbox"/> _____	XXXXXXXXXX	00/00/00	00/00/00	COMBINED SINGLE LIMIT (Ea Accident)	\$
					BODILY INJURY (per person)	\$
					BODILY INJURY (per accident)	\$
					PROPERTY DAMAGE (Per accident)	\$
	<b>GARAGE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> _____				AUTO ONLY - EA ACCIDENT	\$
					OTHER THAN AUTO ONLY	EA ACC: \$ AGG: \$
B	<b>EXCESS LIABILITY</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE  <input type="checkbox"/> DEDUCTIBLE <input type="checkbox"/> RETENTION \$				EACH OCCURRENCE	\$
					AGGREGATE	\$
						\$
						\$
X	<b>WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?	XXXXXXXXXX	00/00/00	00/00/00	<input type="checkbox"/> WC Statutory Limits <input type="checkbox"/> Other	
					E.L. EACH ACCIDENT	\$
					E.L. DISEASE -EA EMPLOYEE	\$
	OTHER				E.L. DISEASE -POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/EXCLUSIONS ADDED BY ENDORSEMENT/SPECIAL PROVISIONS:  
 a) Broadlawn Apartments  
 b) Benchmark LM Management Svcs, LLC, 440 Mamaroneck Ave, Suite 512, Harrison NY 10528  
 c) Resident Name, Apt # (20 N Broadway, White Plains NY 10601)

<b>CERTIFICATE HOLDER / Additional Insured</b> Broadlawn Apartments c/o Benchmark LM Management Svcs, LLC Attn: Eric Schmidt E-mail: <a href="mailto:Eschmidt@benchmarkmet.com">Eschmidt@benchmarkmet.com</a>	<b>CANCELLATION</b> SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.  AUTHORIZED REPRESENTATIVE
---	---

**\*IF WORKERS COMP IS NOT ON THIS CERTIFICATE - YOU MUST PROVIDE (3) CERTIFICATES FROM STATE INSURANCE FUND (ONE FOR EACH ADDITIONAL INSURED)**