

# Carolyn Court Owners Inc.

## 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.]*

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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 **\$350.00 application processing fee made payable to Stillman Management Realty Corp. 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 Carolyn Court Owners Inc. and Stillman Management Realty Corp. 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 (Stillman Management Realty Corp.).

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

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

Whereas \_\_\_\_\_ (“Unit Owner”) is and will be performing renovation work in Unit No. \_\_\_\_\_ within \_\_\_\_\_ (“Condominium”) 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, Condominium and Managing Agent hereby agree:

**INDEMNIFICATION AGREEMENT**

To the fullest extent permitted by law, Unit Owner agrees to indemnify, defend and hold harmless Condominium 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 Condominium 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 Condominium 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 Condominium 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 Condominium 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.

**Condominium:**

**Managing Agent:**

**Unit Owner:**

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

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

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

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

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

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

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**CONTRACTOR'S INDEMNIFICATION & INSURANCE AGREEMENT**

Whereas \_\_\_\_\_ (“Contractor”) is and will be performing certain work for \_\_\_\_\_ (“Unit Owner”) at \_\_\_\_\_ (“Condominium”) 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, Condominium, and Managing Agent agree as follows:

**INDEMNIFICATION AGREEMENT**

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless, Condominium, 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 Condominium. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Condominium, 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 Condominium, 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 Condominium, 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 Condominium, 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>Condominium</b>	<b>Managing Agent</b>	<b>Unit Owner</b>
Name_____	Name_____	Name_____	Name_____
Signature_____	Signature_____	Signature_____	Signature_____
Date_____	Date_____	Date_____	Date_____



**\*COI MUST BE WRITTEN AS FOLLOWS:**

**DESCRIPTION of OPERATIONS/ADDITIONAL INSURED:**

1. Name of Resident, Address & Apt. #
2. **CAROLYN COURT OWNERS INC.**
3. **STILLMAN MANAGEMENT REALTY CORP.**

**CERTIFICATE HOLDER:**

**CAROLYN COURT OWNERS INC.**

c/o STILLMAN MANAGEMENT REALTY  
CORP.

440 Mamaroneck Ave., S-512  
Harrison, NY 10528



# 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.

INS R LTR	TYPE OF INSURANCE	ADD L INS R	SU BR WVD	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' 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) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	\$1,000,000 MINIMUM NEW YORK STATE DISABILITY - Statutory	CURRENT	CURRENT	<table border="1"> <tr> <td>X</td> <td>WC STATUTORY LIMITS</td> <td>OTH-ER</td> <td>STATUTORY LIMITS</td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. EACH ACCIDENT - EA EMPLOYEE</td> <td></td> <td>\$1,000,000</td> </tr> <tr> <td></td> <td>E.L. DISEASE - POLICY LIMIT</td> <td></td> <td>\$1,000,000</td> </tr> </table>	X	WC STATUTORY LIMITS	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
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DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)  
 <<Unit Owner >>, <<Condominium >>, 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>