

440 Mamaroneck Avenue, Suite S 512 Harrison, NY 10528 T: 914.813.1900 F: 914.813.1919 www.stillmanmanagement.com



Dear Unit Owners:

Enclosed please find the alteration agreement for **Parkview Station Condominium I.** Please read, sign, and return this form to the attention: **Renovation Coordinator** at Stillman Management Realty Corp. along with the following required documents:

- **1.** The scope of the alteration/renovation detailing the specific work to be performed.
- 2. Shareholders 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 <u>www.stillmanmanagement.com</u>. 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.

- **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).
- A deposit check in the amount of \$500.00 payable to <u>PARKVIEW STATION</u>
   <u>CONDOMINIUM I.</u> 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 Stillman Management Realty Corp.

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: **Parkview Station Condominium I.** and **Stillman Management Realty Corp.** listed as additional insured and certificate holder.

Upon completion of all work, the shareholder is responsible for closing all permits and submitting to Stillman Management Realty Corp. 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,

Renovation Coordinator Stillman Management Realty Corp.

### **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 of	certain work for ("Unit
Owner") at	("Condominium") located at	, managed by
("Ma	naging Agent"), pursuant to oral and/or written a	greements and/or Purchase Orders, and/or
the contract/proposal dated	, now therefore, as to all such work, Cont	tractor, Unit Owner, Condominium, and
Managing Agent agree as follow	7S:	

### **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, or the use by Contractor, its agents, servants, subcontractors or employees, or 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.

Contractor	Condominium	Managing Agent	Unit Owner
Name	Name	Name	Name
Signature	Signature	Signature	Signature
Date	Date	Date	Date

Stillman Management Realty Corp

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# \*COI MUST BE WRITTEN AS FOLLOWS:

# <u>DESCRIPTION of</u> OPERATIONS/ADDITIONAL INSURED:

1. Name of Resident, Address & Apt. #

## 2. Parkview Station Condominium I

3. STILLMAN MANAGEMENT REALTY CORP.

## **CERTIFICATE HOLDER:**

### Parkview Station Condominium I

c/o STILLMAN MANAGEMENT REALTY CORP. 440 Mamaroneck Ave., S-512 Harrison, NY 10528

### SAMPLE

DATE (MM/DD/YYYY)



CERTIFICATE OF LIABILITY INSURANCE

THE	CERTIFICATE IS ISSUED AS A MATTER OF INFORM	MATIO	ON C	NLY AND CONFERS NO RIGH	ITS UPON	THE CERTIFIC	CATE HOLDER.	THIS CERTIFICATE DOES NOT AFF	IRMATIVELY OR
ISS	GATIVELY AMEND, EXTEND OR ALTER THE COVERAG UING INSURERS(S), AUTHORIZED REPRESENTATIVE ( PORTANT: If the certificate holder is an ADDITIONAL II	or Pi	ROD	JCER, AND THE CERTIFICATE	HOLDER.				
	icies may require an endorsement. A statement on this								,, ,
PR	ODUCER				CONTACT NAME:	FULL I	NAME OF CONT	ACT	
Insi	urance Agency Name				PHONE (A/C, No, Ext): PHONE OF CONT			FAX	
Insi	urance Agency Address						ADDRESS OF (	onnor	
					ADDRESS				NAIC #
								ST (A-) OR BETTER	NAIC #
INS	SURED				INSURER				101101120
NAMED OF INSURED (MUST MATCH SIGNED CONTRACT)					INSURER C :				1
	FULL CURRENT ADDRESS OF COM		Т		INSURER				
					INSURER	E:			
_	OVERAGES CERTIFICATE	-					ISION NUN		
NO <sup>.</sup> PEF MA	IS IS TO CERTIFY THAT THE POLICIES OF INSU TWITHSTANDING ANY REQUIREMENT, TERM OR CC RTAIN, THE INSURANCE AFFORDED BY THE POLICII Y HAVE BEEN REDUCED BY PAID CLAIMS.	DNDIT ES DI	TION	OF ANY CONTRACT OR OTH RIBED HEREIN IS SUBJECT TO	IER DOCL	JMENT WITH F	RESPECT TO W	HICH THIS CERTIFICATE MAY BE I	SSUED OR MAY
INS R LT R	TYPE OF INSURANCE	ADD L INS R	BR WV D	POLICY NUMBER		POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY							EACH OCCURRENCE	\$1,000,000
	X COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED	\$100,000
	CLAIMS-MADE X OCCUR			\$1,000,000 / \$2,000,000				PREMISES (Ea Occurrence) MED EXP (Any one person)	\$5,000
	X Blanket Contractual Liability	х	х	MINIMUM		CURRENT	CURRENT	PERSONAL & ADV INJURY	\$2,000,000
	GEN' LAGGREGATE <u>LIMI</u> T APPLI <u>ES PE</u> R:							GENERAL AGGREGATE	\$2,000,000
	X PRO- X							PRODUCTS-COMP/OP AGG	\$2,000,000
		-							
A	AUTOMOBILE LIABILITY ANY AUTO							COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	ALL OWNED SCHEDULED AUTOS AUTOS	x	x	\$1,000,000		CURRENT	CURRENT	BODILY INJURY (Per Person)	\$
	X NON-OWNED	l^	ſ^	MINIMUM		CORRENT	CORRENT	BODILY INJURY (Per accident)	\$
	A HIRED AUTOS							PROPERTY DAMAGE	\$
		_						(Per accident) EACH OCCURRENCE	See
A	X	~	~					LACH OCCORRENCE	agreement
	X EXCESS LIAB CLAIMS-MADE	Х	^	SEE AGREEMENT		CURRENT	CURRENT	AGGREGATE	See
	DED RETENTION \$							WC STATU- OTH- STAT	agreement
A	AND EMPLOYERS' LIABILITY			\$1,000,000				X TORY LIMITS ER STAT	UTORY LIMITS \$1,000,000
	ANY PROPRIETOR/PARTNER/EXECUTIVE	N/A × MINIMUM NEW YORK STAT		MINIMUM		CURRENT	CURRENT	E.L. EACH ACCIDENT – EA EMPLOYEE	\$1,000,000
	(Mandatory in NH) If yes, describe under			NEW YORK STATE DISABILITY Statutory	E DISABILITY -	CURRENT CURR	CURRENT	E.L. DISEASE – POLICY LIMIT	\$1,000,000
	DESCRIPTION OF OPERATIONS below			,					φ1,000,000
	SCRIPTION OF OPERATIONS / LOCATIONS / VEHICL	ES (A	ttac	h ACORD 101, Additional Rem	narks Sch	edule, if more	space is requir	red)	
i i	< <unit owner="">&gt;, &lt;<condominium>&gt; operations by Contractor or by any of its subcontrac in favor of the Additional Insureds, their agents and location or type of work performed.</condominium></unit>	>, ar tors o	nd < or ag	<< Managing Agent>> jents. Liability policies include	are name a Prima	ed as addition y/Non-Contrib	al insureds (po putory endorse	blicy form CG201011/85 or equival ment and a waiver of subrogation e	endorsement
	Loc. < <unit address="">&gt; ERTIFICATE HOLDER:</unit>								
								POLICIES BE CANCELLED BEFORE THE ACCORDANCE WITH THE POLICY PROVIS	
						IZED REPRES			
						BE SIGN			
AC	CORD 25 The ACORD name and	d loa	o are	registered marks of ACORD				RD CORPORATION. All rights reserve	ved.