

WESTAGE TOWERS WEST CONDOMINIUM
25 Rockledge Avenue, White Plains, NY 10601

**RENOVATIONS, ADDITIONS, ALTERATIONS,
IMPROVEMENTS OF UNITS AND STRUCTURAL PROJECTS**
APPLICATION AND AGREEMENT

Unit Owner(s): _____ Unit #: _____

Phone #: _____ Email: _____ Date: _____

Renovation Start Date: _____ Estimated Renovation Completion Date: _____

Name & Address of Contractor/Project Mgr: _____

In accordance with the provisions of Article VI, Section 13 of the By-Laws of Westage Towers West Condominium (hereinafter referred to as "Condominium") there shall be no renovations, Additions, Alterations or Improvements, installation of equipment, or work or any kind, done in Units, balconies or terraces (hereinafter referred to as "Work") without first completing this form and receiving written approval from the Board of Managers ("Board"). It is expressly understood and agreed that a Damage Deposit of up to \$2,500.00 (plus such additional Damage Deposit(s) as described below) may be determined by the Board to be paid to the Condominium as a condition of approval of and prior to commencement of the Work. The Damage Deposit(s) will be held by the managing agent. Applicant shall also pay, upon submission of this Application, a non-refundable administrative fee of \$500.00 as follows: \$300.00 payable to Stillman Management, Inc.; and \$200.00 payable to Westage Towers West Condominium.

A. I, the Unit Owner above named, agree as follows, prior to commencement, during the conduct, and after completion of any Work:

1. Provide to the managing agent: (a) complete, signed and confirmed copy of each and every agreement with all contractors, vendors, and suppliers who are to perform Work in or about my Unit; (b) copy complete of all plans, drawings and specifications for all Work to be done and lists of equipment and appliances to be installed; (c) proof of all contractors' home improvement licenses and other licenses (eg., plumbing, electrical) as may be required; (d) proof of all contractors' insurance coverages, more particularly detailed below; (e) executed indemnity agreement for all contractors in the form annexed hereto as Exhibit A.

2. If required by law or any governmental regulation or municipal entity having jurisdiction over the Work, file all plans and other documents as they may require and obtain and deliver to the managing agent, and post on the entrance door to my Unit, copies of all permits issued by such entity(ies). If there be any doubt as to the need for such approval, the City of White Plains Building Department shall be the sole arbiter in resolving the doubt.

3. Contractors' insurance shall consist of at least the following: (a) Comprehensive commercial liability covering personal injury, death, and property damage insurance policies, of not less than \$1,000,000 (one million dollars) each, per occurrence/\$2,000,000 (two million dollars) in the aggregate and a \$5,000,000 (five million dollars) umbrella, which policies shall name, Condominium and the management company, as well as myself, as parties insured, which policies shall provide that they may not be terminated until thirty (30) days after written notice has been given to the managing agent; (b) Worker's Compensation and employees liability insurance policies, covering all employees of all contractor(s) and sub-contractors; and I shall also provide a copy of my homeowner'/condominium owner's insurance policy covering liability for personal injury, death, and property damage of not less than \$1,000,000 (one million dollars) each, per occurrence.

4. If desired by the Board and/or managing agent I will conduct a "walk through" of the area to

be renovated with such persons as they may appoint, describing in detail the proposed renovations and allowing that photographs and videos of the area and the Work to be taken. I also permit inspection and additional photographs and videos of the Work in progress at any time during the renovation period and after completion as may be reasonably requested by the Board, managing agent or any engineer or other professional.

B. If the Condominium requires or shall deem to seek legal, engineering, architectural or other professional advice or services prior to granting permission and/or at any time during the progress or completion of the Work I agree to pay any and all fees incurred by the Condominium therefor, and/or shall provide, prior to commencement of any work, and/or during the progress or completion thereof, as the case may be, a written and documented report of the findings of any such professional engaged by me.

C. I expressly understand and agree that:

1. I assume all risks of and costs to repair damage to the building, its equipment and mechanical systems, and to persons and property in and about the building which may result from or be attributable to the Work being performed hereunder and all responsibility for the maintenance, repair and replacement of any alterations and installations of the Work or in and about the building which may have been affected. This responsibility covers all Work, weathertightness of windows, exterior walls, roofs, waterproofing of every part of the building directly or indirectly affected by the Work, and all heating, plumbing, air conditioning and other equipment installed, altered or affected by the Work. If the operation of the building, or any of its equipment, is adversely affected by the Work, I shall, when so advised, promptly remove the cause of the problem or completely repair same.

2. There will be no change, other than temporary disruption in the operation of the building's heating, plumbing or electrical systems, to facilitate the Work and/or functioning of any equipment I may be installing.

3. To the fullest extent permitted by law, I hereby indemnify, defend and hold harmless the Condominium, the Board, the managing agent, the Unit Owners of the Condominium and all persons lawfully upon the premises of the Condominium from and against any and all suits, claims, actions, injuries, damages, costs and expenses, (whether or not litigation be commenced) of whatever nature or type, including reasonable attorneys' fees, which may arise out of the design and performance of the Work, the Work itself, and each and every part thereof, whether or not such cause results from negligence or intention or willful act or omission on my part or that of any contractor or person associated with the Work.

4. Only the Work expressly permitted by this Application may be performed and no other or additional work or activities relating thereto or otherwise. Any additions or changes shall require a new application and approval. Final Completion of the Work shall take place on a date that is not later than fifteen (15) days after the Estimated Renovation Completion Date set forth above. Final Completion of the Work is defined as final stoppage of all activities in my Unit and the building relating to the Work, removal of all equipment, unused materials, and trash from the building, complete clean-up of all hallways and affected areas, and proof of proper operation of all building systems which have been or are affected by the Work. If Final Completion of the Work is not achieved by such date, each day thereafter shall constitute a separate violation of the Condominium's governing documents, for which the Board may levy a fine against my Unit in the amount of \$100.00 for each violation/day until Final Completion of the Work is achieved, which I agree to promptly pay. If it appears that the Work will not be completed as required herein I may bring such circumstances concerning this to the Board's attention and apply for an extension of time to complete the Work. I expressly understand that the Board is not required to extend the time. I also understand and agree that I may be required to pay an additional Damage Deposit for each extension.

5. Within fifteen (15) days after Final Completion of the Work as set forth above, I shall deliver to the managing agent a copy of the amended Certificate of Occupancy for my Unit, proof of close-outs and discharges of all permits issued by any municipal entity for the Work, and a certificate of final inspection and approval for any and all electrical Work done, if same is required by such entities for close-outs for the type of

Work. Upon my failure to timely provide such certificates, or proof that none is required, each day thereafter shall constitute a separate violation of the Condominium's governing documents, for which the Board may levy a fine against my Unit in the amount of \$100.00 for each violation/day until the certificates or proof of non-requirement is given to the managing agent. In addition, upon such failure to provide such certificates, or proof that none is required, the Board may require me to remove all of the alterations and restore my Unit to its original condition prior to the commencement of the Work.

6. Provided that the Work is properly and timely completed as set forth above, the managing agent, building engineer, and/or any professionals deemed appropriate by the Board shall inspect the common areas for damage and the building systems for operability. Provided that all is in order and all certificates described above have been delivered to the managing agent, the Damage Deposit(s) will be returned within thirty (30) days thereafter, minus any outstanding charges for fines, costs, expenses and legal and professional fees described which have been incurred, and any other cost or charge incurred by the Condominium by reason of anything relating to the Work herein. If any such costs, expenses, fines, legal and professional fees shall exceed the amount of the Damage Deposit(s) I agree to promptly pay same. Upon my failure to timely pay such sums, the charges will be added to my common charge account and will be collectable as such.

7. Work may be done and materials may be delivered only between the hours of 8:00AM and 5:00PM on Mondays through Fridays.

8. All precautions will be taken to prevent dirt and dust from permeating parts of the building outside of my Unit. Debris, waste and trash shall be removed from the building and grounds of the Westage complex daily in secure bags and containers at my sole cost and expense. There shall be no dumping of debris, waste, trash or materials of any kind relating to the Work, including packing materials in the Condominium's or Westage complex's receptacles. All discarded equipment, appliances, cartons and the like shall likewise be removed. Requests to use trash container, scaffolding, winches, pulleys, refuse disposal chutes or other attachments to or equipment of the building or belonging to the Condominium or the Westage complex shall be made in writing to the Board and shall be done only with Board approval. I understand that if approval is granted, I may be required to pay an additional Damage Deposit or fee.

9. I will bear the entire cost of all of the Work and all parts thereof and will pay all invoices and costs in connection therewith. If any lien is filed against my Unit or the building relating to the Work I shall cause such lien to be discharged within thirty (30) days of filing, whether or not I am ultimately responsible or liable for payment of same. If I fail to do so, the Board and Condominium may exercise any and all rights and remedies against me under the governing documents of the Condominium or at law or in equity and I shall be responsible for and shall pay all of the costs, expenses and legal fees incurred by the Condominium therefor.

10. All hazardous material shall be handled in accordance with the relevant legal requirements and I shall provide notice thereof to the managing agent.

11. I assume full responsibility that all persons engaged for performance of the Work shall maintain the security of the building and will comply with all of the parking rules and regulations of the Westage complex.

12. I recognize and agree that by granting approval of this Work the Condominium, the Board and managing agent do not express any opinion as to the design, feasibility or efficacy of the Work and has no responsibility or liability therefor. I hereby release and forever discharge the Condominium, the Board and managing agent, the individual members and employees thereof, their heirs, successors and assigns from any and all suits, claims, demands, obligations, damages, injuries and liabilities of any kind or nature arising, directly or indirectly out of or related to the Work and any components thereof.

13. I agree that my failure to comply with any of the provisions of this Agreement shall be deemed to be a breach of the By-Laws and other governing documents of the Condominium and, in addition to all other rights set forth

herein and at law and in equity, you may also suspend all Work and prevent workmen from entering the building or my Unit for any purpose other than to remove their tools and equipment.

D. Attached hereto are all of the documents relating to the Work as described herein (plans, specifications, drawings, contracts, insurance certificates and/or policies, licenses, permits, and photographs) and as otherwise required or necessary and are made a part of this Agreement. Upon payment of the initial Damage Deposit in the amount of \$2,500.00 by check made payable to Westage Towers West Condominium, and the administrative fee of \$500.00 as follows: \$300.00 payable to Stillman Management, Inc.; and \$200.00 payable to Westage Towers West Condominium, this Application shall be submitted to the Board at its next regularly scheduled meeting for consideration. Upon approval of the Application the managing agent shall provide the Unit Owner/Applicant with a signed copy and Work may commence.

E. This Agreement contains the entire understanding and agreement of the parties hereto with respect to the subject matter hereof and shall not be modified or changed except in a writing signed by the parties. So long as this Agreement is in effect, it shall inure to the benefit of the parties, their heirs, successors and/or assigns, and shall be enforceable in accordance with the laws of, and in the courts of, the State of New York. If any portion of this Agreement is deemed to be unenforceable such portion shall be deemed to be severed from this Agreement and the balance of the Agreement shall remain in full force and effect. Capitalized words and terms not defined herein shall have the same meanings as set forth in the governing documents of the Condominium.

F. This Agreement may be executed by the parties in counterpart, and the signatures hereon may be present in original, facsimile, electronic, photocopy or other means, and taken together, shall have the same force and effect as if each signature was an original on a single document.

_____	_____	_____	_____
<i>Signature of Unit Owner</i>	<i>Date</i>	<i>Signature of Unit Owner</i>	<i>Date</i>
_____	_____	_____	_____
<i>Signature of Contractor/Project Mgr.</i>	<i>email address and phone number</i>		<i>Date</i>

Permission Granted for Work as Herein Submitted:
By: Board of Managers, Westage Towers West Condominium

_____	_____
<i>Signature of President</i>	<i>Date</i>

EXHIBIT A

WESTAGE TOWERS WEST CONDOMINIUM
CONTRACTOR CONTRACTUAL
INDEMNIFICATION AND INSURANCE REQUIREMENT AGREEMENT

In consideration of the Board of Managers of the Westage Towers West Condominium granting approval to _____ ("Unit Owner") to perform work in Unit # _____ at 25 Rockledge Avenue, White Plains, NY as described in the Application to which this Agreement is attached ("Work"), the contractor described below hereby agrees to the following:

INDEMNIFICATION AGREEMENT

To the fullest extent allowable by law, Contractor named below agrees to indemnify, defend and hold harmless Westage Towers West Condominium ("Condominium"), its Board of Managers ("Board"), and all Unit Owners and residents of the Condominium and its managing agent, Stillman Management, Inc., from and against any and all liability, loss, damage, injury or other claim, including costs, expenses and attorneys' fees, 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 or any activities on the premises of the Condominium or in the Unit or at the Westage complex (collectively, "Premises") by Contractor, its agents, servants, subcontractors or employees.

INSURANCE REQUIREMENT AGREEMENT

While performing the Work or any activities or while upon the Premises, Contractor shall maintain: workers compensation and employer's liability insurance with statutory limits; and commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence/\$2,000,000 in the aggregate with a \$5,000,000 umbrella, which shall name the Unit Owner, Westage Towers West Condominium and Stillman Management, Inc. as "Additional Insureds" and which shall be primary and non-contributory to any other insurance available to the Condominium and/or its managing agent. If required by the Condominium or its managing agent, Contractor shall also maintain: automobile liability insurance covering owned vehicles (if any) and hired/non-owned vehicles; and/or excess/umbrella liability insurance in such amounts as may then be required. Any and all subcontractors shall provide and maintain the foregoing insurance and shall sign an Indemnification and Insurance Agreement.

Name and Address of Contractor: _____

Contractor's email: _____ Phone: _____

Signed by: _____ *print name*

_____ *signature*

Date: _____