

# KYROUS REALTY GROUP, INC.

263 West 38<sup>th</sup> Street ♦Suite 15E ♦New York, NY 10018

Phone: 212.302.1500 ♦Fax: 212.302.3855

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## 320 West 84<sup>th</sup> –Alteration Policy

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The following documents must be submitted via e-mail to [carine@kyrousrealtygroup.com](mailto:carine@kyrousrealtygroup.com).

1. Completed & Signed Alteration Agreement. A fully executed Agreement will be returned to you upon Board approval.
2. Three full sets of architectural plans plus PDF drawings.
3. Processing Fee: \$300.00 – Please make check payable to Kyrous Realty Group, Inc. (non-refundable)
4. Alteration Deposit: – Escrow deposits for construction damage and cleaning payable to 320 West 84<sup>th</sup> Corp. will be collected prior to final approval of the Alteration Agreement. Except for Limited Decorative Work (defined below), the amounts of these deposits will generally range from \$2,500 to \$5,000 and will be determined in accordance with the Alteration Policy on a case by case basis depending upon the size and complexity of the Work to be performed.

Limited Decorative Work (defined as painting, floor sanding, new kitchen cabinets with no plumbing or electrical hookups), the refundable deposit will be \$2,500.00.

Upon approval and prior to commencement of work, the following documents must be submitted.

1. Contractor's Certificate of Insurance: See Insurance Requirements.
2. Signed Contractor Procedures
3. Completed Indemnification Agreement signed by contractor(s).
4. Copy of contractor(s) license.

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### Additional Terms and Conditions

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PLEASE BE ADVISED THAT ABSOLUTELY NO RENOVATION, ALTERATION OR WORK OF ANY KIND MAY COMMENCE WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE BOARD OF DIRECTORS. YOU SHALL BE SUBJECT TO FINES AND/OR LEGAL FEES IF ANY WORK COMMENCES WITHOUT PRIOR WRITTEN APPROVAL OF THE BOARD OF DIRECTORS, AND YOU SHALL BE REQUIRED TO CEASE SUCH UNAUTHORIZED WORK IMMEDIATELY.

320 West 84<sup>th</sup> Corp.  
ALTERATION AGREEMENT

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

Board of Directors  
320 West 84<sup>th</sup> Corp.  
320 West 84<sup>th</sup> Street  
New York, NY 10024

Re: Apartment No. \_\_\_\_\_  
320 West 84<sup>th</sup> Street  
New York, New York

Dear Board Members:

Pursuant to my proprietary lease, I hereby request permission to install the fixtures and appliances and make the alterations, renovations, installations and work described in the plans and specifications annexed hereto (hereinafter collectively referred to as the "Work") in the above referenced apartment.

If such permission is granted:

1. I agree, before any Work is begun:

(a) To furnish to you (the "Corporation") a letter from a licensed engineer or architect, which letter shall certify that the electrical loads required as a result of the Work, if any, (i) will not be in excess of the present electrical capacity of my apartment, and (ii) will not adversely affect the building's electrical service.

(b) To procure from my contractor and submit for your approval my contractor's written agreement to provide waivers of the right to file any mechanic's liens, attachments or encumbrances against your property which may arise out of or in connection with the Work upon completion and payment for the Work. Proof that the contractor has obtained similar agreements from all subcontractors shall also be submitted for approval.

(c) To provide you with a complete and conformed copy of every agreement made by me or my representative with

the contractors, subcontractors, designers, architects, and suppliers relating to the Work, and all orders for appliances and fixtures.

(d) If required by law or governmental regulations, to file plans with and procure the approval of all Governmental Agencies having jurisdiction over the Work and, not more than ten days after receipt of such approval, to deliver to you a copy of every permit or certificate issued. If there be any doubt as to the need for such approval, you shall be the sole arbiter in resolving the doubt.

(e) That the Work (if involving plumbing and/or electrical work) will be performed by licensed plumbers and electricians only. I shall furnish to you in writing the names, addresses, telephone numbers and license numbers of all plumbers and electricians involved in the Work. I will also provide you with a list of all contractors and subcontractors performing any of the Work, and copies of their contracts.

(f) To procure from my contractor, or subcontractors:

(i) Comprehensive personal liability and property damage insurance policies, each in the minimum amounts specified in the schedule of Insurance Requirements, which policies shall name 320 West 84<sup>th</sup> Corp., the Board of Directors individually and collectively, any architect or engineer engaged by you, and your Managing Agent, as well as me (as shareholder), as parties insured. Such policies shall provide that they may not be terminated without 30-days prior written notice to you at the address given above;

(ii) Worker's compensation and employee liability insurance policies, covering all employees of the contractor and subcontractors in amounts as required by statute; and

(iii) Certificates of Insurance evidencing the above requirements shall be delivered to you prior to the commencement of the Work. Further, all such policies shall cover all employees of the contractor or subcontractor.

2. If you are required or shall deem it necessary in your sole discretion to seek legal, engineering or architectural advice or services prior to, during or subsequent to granting permission for the Work, I agree to make payment directly or to reimburse you for fees incurred

by you on demand. I acknowledge that you have advised me that I shall be responsible for the direct payment of the fees of any architect or engineer engaged by you to review and inspect the Work, or the fees of any other professional you, in your sole discretion, deem necessary. All such fees are due and payable on demand and shall be deemed additional rent obligations under my proprietary lease.

3. I understand and agree that:

(a) I assume all risks of damage to the building and its mechanical systems, and to persons and property in the building which may result from or be attributable to the Work and all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all work, whether or not structural, weather-tightness of windows, exterior wall or roof, waterproofing of every part of the building directly or indirectly affected by the Work, and maintenance of all heating, plumbing, air conditioning and other equipment installed or altered pursuant hereto. If the operations or condition of the building, or any of its equipment or any other apartments, are adversely affected by the Work, I shall, when so advised, promptly remedy, if possible, or remove the cause of the problem and restore it or them to original state existing prior to inception of work at my sole cost and expense.

(b) There will be no temporary or permanent change in the building's heating or plumbing systems to facilitate or accommodate the Work.

(c) The alterations and materials used shall be of the quality in keeping with the original building quality and shall conform to any standard building requirements for alteration and any corporate resolutions and guidelines now or hereinafter in effect.

(d) If, after making any alterations or installing any equipment pursuant to, or as part of, the Work, I shall:

(i) seek to terminate my proprietary lease for any reason, I will, on your demand, but at my expense, restore the premises and equipment to the condition prior to the Work, and agree that compliance with this agreement shall be a condition precedent to the cancellation of my lease, or

(ii) seek to transfer the corporate shares allocated to my apartment and the proprietary lease

appurtenant thereto, I will, if demanded by you, either at my expense restore the premises and equipment to their condition prior to the Work or provide you with an agreement by my transferee to assume all of my obligations and understandings expressed in this Alteration Agreement, which assumption shall not relieve me of any of my obligations hereunder.

4. The Completion Date of the Work shall be \_\_\_\_\_ ( ) days (months) from the date of this Agreement, and the Demolition Completion Date shall be \_\_\_\_\_ ( ) days from the date of this Agreement. Except for unavoidable delays beyond my control, which do not include delays in performance by my contractor, 1) if the demolition phase is not completed by the Demolition Completion Date, you shall be entitled to the sum of \$200.00 per day for each additional working day (defined as any day in which the Corporation's Alterations Policy permits work to be performed) until the demolition phase is completed as liquidated damages; 2) if the Work has not been completed by the Completion Date of the Work, you shall be entitled to the sum of \$100.00 per day for each additional working day until the Work is completed as liquidated damages. In the event that the Work is not completed by the 30<sup>th</sup> day after the Completion Date, you shall be entitled to the sum of \$200.00 per day for each additional day until the Work is completed as liquidated damages. These sums are liquidated damages, and not a penalty, to compensate you and your shareholders for the costs and inconvenience of the continuation of the Work beyond the period specified herein, which costs and expenses are impossible to ascertain. Any sums so imposed shall be deemed additional rent obligations under the Proprietary Lease, and the Corporation shall have the right to deduct such penalties from any escrow deposits it is holding in connection with the Work, as set forth below. I understand, accept and agree that the determination of the Demolition Completion Date and the Completion Date of the Work shall be made by the managing agent for the Corporation.

5. Alterations are permitted on Monday through Friday only during the hours of 9:00 a.m. until 4:30 p.m. No work is permitted on holidays.

6. I agree to give written notice to you and all shareholders and residents with units abutting the unit in which the Work is to be performed laterally on either side, across the hall, as well as those units one floor above and below, no later than ten (10) days prior to the commencement of said Work.

7. All precautions will be taken to prevent dirt and dust from permeating other parts of the building during the progress of the Work and to insure that other portions of the Building, its equipment and systems and the property of all shareholders or residents are not damaged. The full cost of any necessary cleanup or repairs shall be my responsibility. I understand and agree that all openings of any sort, including, but not limited to doors, windows and exhaust grilles must be thoroughly sealed to prevent dust and dirt from permeating the public hallways or other apartments. During the progress of the Work I will take all precautions necessary to prevent damage to the building's hallways and to other common areas. I agree that all portions of the public areas from the entrance to the Building to the elevator and from the elevator to my apartment must be at all times adequately protected from the movement of materials and equipment or the removal of materials, equipment or debris. I agree that should any damage be caused to such areas or should such areas be required to be cleaned, I shall do so promptly, at my sole cost and expense. Materials and rubbish will be placed in barrels or bags, before being taken out of the apartment. All such barrels or bags, rubbish, rubble, discarded equipment, empty packing cartons and other materials will be taken out of the building and removed from the premises at my expense. If you are obligated to pay building staff overtime as a result of the Work, or if extra staffing is needed during demolition, we shall reimburse you the cost so incurred. Such costs shall be deemed additional rent under the terms of the proprietary lease.

8. I will bear the entire cost of the Work and pay all bills incurred in connection therewith not later than thirty days after completion of the Work. If any mechanic's liens are filed for work claimed to have been done or materials alleged to have been supplied, I shall cause such lien to be discharged within thirty days after such filing. If I fail to do so, you may exercise any or all of your rights and remedies under the proprietary lease or this agreement.

9. At the completion of the Work, I will deliver to you proof as may be necessary or required by law to indicate that the Work has been done in accordance with all applicable laws, ordinances and Government regulations.

10. I recognize that by granting consent to the Work, you do not profess to express any opinion or make any representations as to the design, feasibility or sufficiency of the Work or whether I will be able to obtain the required permits and certificates.

11. My failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of my proprietary lease, pursuant to which your consent has been granted, and, in addition to all other rights, you may suspend the Work, prevent workers from entering my apartment other than to remove their tools or equipment, and revoke your permission for me to undertake or to continue the Work.

12. You may designate an architect or engineer to review plans and specifications for the Work and to observe the Work as it is performed, to insure that the Work conforms to plans and specifications and is otherwise in conformity with the requirements of this agreement. I agree to provide access to such architect or engineer as well as to you and your agents (including, without limitation, the building's superintendent) to observe the Work from time to time and undertake to make all corrections specified by you as a result thereof. I will provide you with at least three working days' written notice of the following events to insure that such architect or engineer may inspect the Work if desired by you:

(a) Inspections, testing or approvals required by any public authority having jurisdiction over any portion of the Work.

(b) The enclosure or obstruction of any concealed or inaccessible portions of the Work.

13. If any portion of the Work should be covered and hidden from view contrary to the request of any architect or engineer engaged by you pursuant to the terms hereof or to requirements specifically expressed in this agreement, it must, if required in writing by any architect or engineer engaged by you, be uncovered at my expense for its observation and thereafter replaced at my expense.

14. I shall promptly correct all work rejected by you as defective or as failing to conform to this agreement whether or not fabricated, installed or completed. I shall bear the costs of correcting such rejected work, including compensation for the additional services of any architect or engineer engaged by you pursuant to the terms hereof made necessary thereby.

15. I agree to place with the Corporation a Construction and Damage escrow deposit of \$ \_\_\_\_\_ (established in accordance with the Alteration Policy) to be held for the purpose of defraying any damages suffered by you during the progress of the Work. Upon certification by

the superintendent and the managing agent and approval by the Board that there is no damage, the escrow deposit will be returned to me in full. If there is damage, the escrow deposit shall be applied against the cost of any repairs. If the repairs exceed the amount of the escrow deposit, I agree to pay any balance remaining as additional rent under the proprietary lease. Additionally, you may hold this sum as security for my delivery of any amended Certificate of Occupancy, governmental signoffs, testing certificates and other approvals and proof that the Work has been completed as required by law and this agreement, and as security against my payment on demand of any fees incurred by you pursuant to paragraph 2 or the liquidated damages set forth in paragraph 4 above. If the escrow is depleted as a result of the provisions of paragraph 4 we agree to replenish the escrow on demand. If I fail to obtain any such approvals, proofs or an Amended Certificate of Occupancy, you may apply the escrow deposit against the cost of obtaining such approvals, etc. and in payment of any professional fees incurred therewith. If the cost to obtain such approvals, etc. exceeds the sum held in escrow, then I agree to pay such costs as additional rent under the terms of the proprietary lease.

16. All fixtures and appliances proposed to be installed in the apartment have been labeled on plans and specifications therefor submitted herewith.

17. I acknowledge that you grant me permission to install only those appliances and perform only those alterations described in the Work set forth in the plans and list of fixtures and appliances annexed hereto, and that you do not permit the installation of any other appliances or alterations. (a) the enlargement of existing bathrooms or kitchens or the installation of additional bathing facilities or plumbing fixtures over dry areas, or (b) any alterations which would entail cutting into the floor or ceiling slab of the apartment for electrical or plumbing work or for any other purpose, in each case without your express separate consent, and I expressly agree not to cause or permit any such installation or alterations. I further expressly agree not to cause or permit the installation of any other appliance or fixture whatsoever unless the same shall have been labeled on the plans and specifications submitted to you herewith and approved by you in writing.

18. I acknowledge that I have been advised that no workers will be permitted in the building without the express, prior authorization of the Corporation.

19. Any claim or controversy arising out of or relating to this agreement, or any breach or alleged breach

hereof, may, at the discretion of the Corporation, be resolved by arbitration, in the City of New York, by one arbitrator in accordance with the rules of the American Arbitration Association, and judgment upon the arbitrator's award may be entered in any court having jurisdiction thereof. I acknowledge that I have been advised that in the event the arbitrator's award is against me and in favor of the Corporation, I shall be responsible for all legal fees incurred by the Corporation in the defense or prosecution of such claim.

20. I undertake to indemnify you, your Board of Directors individually and collectively, your managing agent, shareholders, employees, residents of the Building, engineers, architects, and attorneys retained by you against any and all loss, damage, claim, cost, expense or liability to persons or property suffered as a result of the Work performed hereunder, including, without limitation, any loss, cost, damage, expense or liability suffered by you as a result of any claim by any shareholder, tenant, occupant, or any governmental agency or department having jurisdiction over the Work, arising at any time from or in connection with the Work, whether or not caused by negligence, and to reimburse you and/or your managing agent for any expenses (including, without limitation, attorneys' fees and disbursements) incurred as a result of such Work.

21. I acknowledge that the Board of Directors retains the right to impose any requirements on the Work to be performed hereunder as it may deem proper and necessary to protect the health, safety and welfare of the Corporation and its shareholders, including but not limited to performance bonds, capital contributions, supervision by building staff and payment of increases in real estate taxes, insurance premiums, or utilities caused by and attributable to the Work.

22. This agreement may not be changed orally. This agreement shall be binding on you, me, and our personal representatives and authorized assigns. This agreement is entered into and governed by the laws of the State of New York.

23. The terms "I", "me" and "my" shall be read as "we", "us" and "our" if more than one (1) shareholder shall execute this Agreement, in which case the obligations hereunder shall be deemed joint and several.

24. Wherever herein the term "contractor" is used, it shall also mean any "subcontractor" and vice versa.

25. Annexed hereto are the Work documents and a rider of \_\_\_\_\_ pages which is made a part of this agreement.

Yours very truly,

\_\_\_\_\_  
Shareholder

\_\_\_\_\_  
Shareholder

PERMISSION GRANTED

320 West 84<sup>th</sup> Corp.

By: \_\_\_\_\_

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

Dated: \_\_\_\_\_

**ANY DEVIATION FROM THE WORK APPROVED IN THIS ALTERATION AGREEMENT WITHOUT YOUR PRIOR WRITTEN APPROVAL SHALL VOID IN ITS ENTIRETY THE PERMISSION GRANTED HEREIN.**

320 WEST 84<sup>TH</sup> CORP.  
CONTRACTOR PROCEDURES

- Work hours: Monday through Friday, 9:00 a.m.- 4:30 p.m., except for Labor Day, Rosh Hashanah, Yom Kippur, Thanksgiving and the day after, December 15 through January 3, Martin Luther King Day, Presidents Day, Memorial Day and the Fourth of July.
- Check-in: Contractors/workers must check in and out with building superintendent at the start of the job and at the completion of the entire job.
- Security: The shareholder is responsible for the coming and going of their contractors/workers. All entrance/exit doors to the building must be kept locked at all times. If entrance/exit doors are left open, the Corporation will charge the shareholder \$25.00 per occurrence and may stop the work. Workers shall not use the common areas or facilities of the building. Workers are limited to the apartment in which work is being performed.
- Noise/nuisance control: While work is in progress, contractors must keep apartment doors closed at all times. No smoking permitted in the building or in the apartment. In any room where work is done, all holes (under radiators, sinks, etc.) or cracks (along baseboards) must be completely sealed.
- Debris removal: All construction debris must be removed from the building each day; it cannot be stored in any of the public areas.
- Hall protection: Contractors must install masonite or similar material on the hallway floor from the elevator to the apartment door.
- Clean up: All contractors must clean the public areas on a daily basis, using their own cleaning supplies. If they do not keep these areas clean, the building staff will clean them, and the shareholder will be charged. In addition, any food and other refuse created by contractors/workers within the apartment must be cleaned up and properly discarded at the end of each day.
- Communication: Communication with building management and employees and the shareholders is extremely important, and providing as much notice as possible of noisy or disruptive work is critical. Prior written notice must be given to all adjacent apartments at least 24 hours before the commencement of any noisy or disruptive work (i.e. hammering, use of machinery, demolition). A failure to provide such notice may cause the work to be stopped.

I hereby certify that I have read and understand the foregoing and agree to comply therewith:

Contractor: \_\_\_\_\_ (print name and title)

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

PLEASE BE ADVISED THAT ABSOLUTELY NO RENOVATION, ALTERATION OR WORK OF ANY KIND MAY COMMENCE WITHOUT THE PRIOR WRITTEN APPROVAL FROM THE BOARD OF DIRECTORS. YOU SHALL BE SUBJECT TO FINES AND/OR LEGAL FEES IF ANY WORK COMMENCES WITHOUT PRIOR WRITTEN APPROVAL OF THE BOARD OF DIRECTORS, AND YOU SHALL BE REQUIRED TO CEASE SUCH UNAUTHORIZED WORK IMMEDIATELY.

## EXHIBIT A

Shareholder's Contractor shall provide insurance of the types and in not less than the limits set forth below with a company or companies satisfactory to the Corporation, licensed to do business in the State of New York, and all such policies shall name the Corporation, the Shareholder and the Corporation's managing agent (the "Managing Agent") as additional insured. No diminution of limits of insurance will be permitted.

- i. **Worker's Compensation** as required by all applicable Federal, State, or other laws including Employers Liability in accordance with the statutory requirements of the State of New York, together with Disability Benefits Insurance required by the State of New York. This coverage to be a minimum of \$5,000,000. Employer's liability coverage to be not less than \$500,000.
- ii. **Commercial General Liability** coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate including Contractor's Liability and Blanket Contractual Liability (oral or written), all on an occurrence basis with Personal Injury Coverage, which shall include mental anguish as well as standard conditions, and Broad Form Property Damage, without any exclusion relating to Explosion, Collapse and Underground Property Damage. Insurance shall also 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.
- iii. **Commercial General Liability** coverage to extend for a period of one year following termination of the Work and Contractual Indemnity Coverage is also to extend for one year following termination of the Work. The policy is also to include (a) Owners Protective Liability Coverage, (b) Knowledge of Occurrence and Notice of Occurrence endorsements and (c) Unintentional Errors and Omissions clause. The policy shall also include coverage with respect to asbestos exposure if the Work involves any asbestos-containing material.
- iv. **Commercial General Liability** coverage - \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit).
- v. **Comprehensive Automobile Liability**, including non-ownership and hired vehicle coverage, as well as owned vehicles: \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit).
- vi. **Umbrella Liability** for BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE COMBINED. It will have a limit of \$3,000,000 per occurrence and a general aggregate of \$3,000,000.

If umbrellas are written in more than one company any layers above the first one shall follow the form of the primary umbrella.

Prior to the commencement of any work hereunder, detailed certificates of insurance shall be furnished to the Corporation showing that such insurance is in full force and the premiums due there under have been paid. Such certificates shall provide that the said insurance may not be canceled, terminated or modified without thirty (30) days written advance notice thereof to the Corporation. The Contractor shall promptly furnish the Corporation with copies of any endorsements subsequently issued amending insurance coverage or limits. In the event of the failure of the Contractor to furnish and maintain such insurance, the Corporation shall have the right, at its option, at any time, to revoke permission to perform the work and to deny entry into the Building to all workers.

Amounts of insurance required may be higher for major renovations as designated by the Board of Directors.

The Contractor's insurance policy shall also contain in substance the following endorsement:

"This insurance shall not be invalidated should the insured waive, in writing, prior to a loss, any or all right of recovery against any party for the loss occurring to the property described herein."

Nothing in this Exhibit "A" shall constitute a waiver of or limitation of any other rights or remedies the Corporation may have for consequential damages or otherwise.

## INDEMNIFICATION AGREEMENT

Whereas, \_\_\_\_\_ ("Contractor") is and will be performing certain work for \_\_\_\_\_ ("Owner") pursuant to an agreement for \_\_\_\_\_, the Contractor and Owner hereby agree:

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Owner and/or Managing Agent from any and all claims, suits, damages, liabilities, professional fees, including attorney's 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 of the Contractor, its agents, servants, subcontractors or employees, of facilities owned by Owner. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Owner and/ or 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 Owner 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, whether by statute, by operation of law or otherwise.

**INSURANCE PROCUREMENT**

Contractor shall obtain and maintain at all times during the term of this agreement, at its sole cost and expense, the following insurance:

- a) **Worker's Compensation** as required by all applicable Federal, State, or other laws including Employers Liability in accordance with the statutory requirements of the State of New York, together with Disability Benefits Insurance required by the State of New York. This coverage to be a minimum of \$5,000,000. Employer's liability coverage to be not less than \$500,000.
- b) **Commercial General Liability** coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate including Contractor's Liability and Blanket Contractual Liability (oral or written), all on an occurrence basis with Personal Injury Coverage, which shall include mental anguish as well as standard conditions, and Broad Form Property Damage, without any exclusion relating to Explosion, Collapse and Underground Property Damage. Insurance shall also 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) **Commercial General Liability** coverage to extend for a period of one year following termination of the Work and Contractual Indemnity Coverage is also to extend for one year following termination of the Work. The policy is also to include (a) Owners Protective Liability Coverage, (b) Knowledge of Occurrence and Notice of Occurrence endorsements and (c) Unintentional Errors and Omissions clause. The policy shall also include coverage with respect to asbestos exposure if the Work involves any asbestos-containing material.
- d) **Commercial General Liability** coverage - \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit).
- e) **Comprehensive Automobile Liability**, including non-ownership and hired vehicle coverage, as well as owned vehicles: \$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit).
- f) **Umbrella Liability** for BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE COMBINED. It will have a limit of \$3,000,000 per occurrence and a general aggregate of \$3,000,000. If umbrellas are written in more than one company any layers above the first one shall follow the form of the primary umbrella.

Contractor shall, by specific endorsements to its primary and umbrella/ excess liability policy, cause Owner and Managing Agent to be named as Additional Insured. Contractor shall, by specific endorsement to its primary liability policy, cause the coverage afforded to the additional insured there under to be primary to and not concurrent with other valid and collectible insurance available to Owner and Managing Agent. Contractor shall, by specific endorsement to its umbrella/ excess liability policy, cause the coverage afforded to Owner and Managing Agent there under to be first tier umbrella/ excess coverage above the primary coverage afforded to Owner and Managing Agent and not concurrent with or excess to other valid and collectible insurance available to Owner and Managing Agent.

Dated: \_\_\_\_\_

Owner

Contractor

By: \_\_\_\_\_

By: \_\_\_\_\_

# Contractor Checklist

Follow list before contractors start work

1- Obtain signed hold harmless/insurance procurement agreement

*Manager's initials* \_\_\_\_\_ *date* \_\_\_\_\_

2- Obtain contractors insurance certificate liability policies  
Primary and umbrella

*Manager's initials* \_\_\_\_\_ *date* \_\_\_\_\_

3- Have insurance broker review and approve contractor's  
general liability and umbrella policies.

*Manager's initials* \_\_\_\_\_ *date* \_\_\_\_\_

Whereas \_\_\_\_\_ ("Contractor") is and will be performing certain work for \_\_\_\_\_ ("Owner") pursuant to an agreement for \_\_\_\_\_, the Contractor and Owner hereby agree:

#### INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless Owner and/or 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 Contractor, its agents, servants, subcontractors or employees, or the use by Contractor, its agents, servants, subcontractors or employees, of facilities owned by Owner. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Owner and/or 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 Owner 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.

#### INSURANCE PROCUREMENT

Contractor shall obtain and maintain at all times during the term of this agreement, 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, 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 \$5,000,000 per occurrence and a general aggregate of \$5,000,000. Contractor shall, by specific endorsements to its primary and umbrella/excess liability policy, cause Owner and Managing Agent 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 Owner and Managing Agent. Contractor shall, by specific endorsement to its umbrella/excess liability policy, cause the coverage afforded to the Owner and Managing Agent thereunder to be first tier umbrella/excess coverage above the primary coverage afforded to Owner and Managing Agent and not concurrent with or excess to other valid and collectible insurance available to Owner and Managing Agent.

Dated: \_\_\_\_\_

Contractor

By: \_\_\_\_\_

Owner/Manager

By: \_\_\_\_\_