

Alteration Agreement

Name:

Address:

Apt:

Telephone:

Alternate Phone:

Where will work be performed:

Total Cost of Alteration:

Detail alteration:

Name of contractor:

Address:

Telephone:

Fax:

Type of license held by contractor:

License no:

A copy of the contractor's insurance must be submitted with this application. 3131 Grand Concourse c/o Anker Management as the additional insured.

For certain work, a security deposit may be required which will be applied to reimburse the Corporation for any damage or expense it may incur in connection with the work being performed or the complete removal of debris from the premises.

Work will ONLY be performed between 9:00 a.m. and 5:00 p.m., Monday through Friday. This includes construction, plumbing electrical work (or similar activities); work that involves transportation of supplies; or any work that would otherwise disturb other residents. **Evening, Weekends, and Holidays will NOT be permitted.**

Access to the work area will be provided to the Managing Agent and/or his/her representative for inspection of the work being done — both on a periodic basis and upon completion of the work.

Shareholders will be held responsible for any and all damages done to the building's public areas (entrance, elevators, etc.) and any and all cleaning required in connection with the renovation work.

Shareholders will be assessed for any damages, cost or other expenses incurred by the Corporation in connection with alteration or repair work initiated by them or on their behalf.

The removal of all debris associated with the renovation will be the responsibility of the shareholder. Any cost entailed by the coop as a result of the debris will be charged to the shareholder.

Shareholder's Signature:

The applicant has fulfilled the required prerequisites and has been approved to make the enclosed alteration.

Authorized Signature:

SHAREHOLDER'S INDEMNIFICATION & INSURANCE AGREEMENT

Whereas _____ (“Shareholder”) is and will be performing renovation work in Unit No. _____ within _____ (“Corporation”) 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 Shareholder, Corporation and Managing Agent hereby agree:

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Shareholder agrees to indemnify, defend and hold harmless Corporation 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 Shareholder, its agents, servants, contractors, subcontractors or employees. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Corporation 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 Corporation 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 Shareholder 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 Corporation and/or Managing Agent and their respective insurers, which would have otherwise been paid by the Shareholders required insurance.

INSURANCE PROCUREMENT

Shareholder 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. Shareholder shall, by specific endorsements cause Corporation and Managing Agent to be named as additional insureds. Shareholder 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.

Corporation:

Managing Agent:

Shareholder:

Signature: _____

Signature: _____

Signature: _____

Name: _____

Name: _____

Name: _____

Date: _____

Date: _____

Date: _____

CONTRACTOR'S INDEMNIFICATION & INSURANCE AGREEMENT

Whereas _____ (“Contractor”) is and will be performing certain work for _____ (“Shareholder”) at _____ (“Corporation”) 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, Shareholder, Corporation, and Managing Agent agree as follows:

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless, Corporation, Managing Agent, and Shareholder 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 Corporation. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Corporation, Managing Agent, and Shareholder 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 Corporation, Managing Agent, and Shareholder 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 Corporation, Managing Agent, and Shareholder, 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 Shareholder, 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 Corporation, Managing Agent, and Shareholder 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 Shareholder.

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	Corporation	Managing Agent	Shareholder
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. **3131 Grand Concourse Owners Corp.**
3. ANKER MANAGEMENT CORP.

CERTIFICATE HOLDER:

3131 Grand Concourse Owners Corp.
c/o ANKER MANAGEMENT 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 #
INSURED NAMED OF INSURED (MUST MATCH SIGNED CONTRACT) FULL CURRENT ADDRESS OF CONTACT	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	GENERAL LIABILITY	X	X	\$1,000,000 / \$2,000,000 MINIMUM	CURRENT	CURRENT	EACH OCCURRENCE	\$1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person)	\$5,000
	<input checked="" type="checkbox"/> Blanket Contractual Liability						PERSONAL & ADV INJURY	\$2,000,000
	GEN' AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS-COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY	X	X	\$1,000,000 MINIMUM	CURRENT	CURRENT	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per Person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB	X	X	SEE AGREEMENT	CURRENT	CURRENT	EACH OCCURRENCE	See agreement
	<input checked="" type="checkbox"/> EXCESS LIAB						AGGREGATE	See agreement
	DED RETENTION \$							
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	\$1,000,000 MINIMUM NEW YORK STATE DISABILITY - Statutory	CURRENT	CURRENT	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER STATUTORY LIMITS	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under							
	DESCRIPTION OF OPERATIONS below							

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

<<Shareholder >>, <<Corporation >>, 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
	MUST BE SIGNED