



Garthchester Realty

www.GarthchesterRealty.com

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Harrison, New York 10528
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Forest Hills, New York 11375
(718) 544-0800

Dear Shareholder:

Enclosed please find the alteration agreement for 281 Scarsdale Corp. Please read, sign, and return this form to the attention of Rose Sotero at Garthchester Realty along with the following required documents:

1. The scope of the alteration/renovation detailing the specific work to be performed.
2. Shareholder 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 tab www.garthchesterrealty.com. 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.**

The information and forms provided on this website are subject to change and may, therefore, not be the most current versions. Accordingly, users of this site are advised to check the date of the forms to make sure it is the most current. Garthchester Realty hereby disclaims responsibility for the reliance by any users of this site on the information contained herein without independent verification of its accuracy.

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).
8. A deposit check in the amount of **\$1,000.00** payable to 281 Scarsdale Corp. 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 **Garthchester Realty**.

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: 281 Scarsdale Corp. and Garthchester Realty listed as additional insured and certificate holder.

Upon completion of all work, the shareholder is responsible for closing all permits and submitting to Garthchester Realty 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,

Rose Sotero

Renovation Coordinator

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

CERTIFICATE HOLDER:

281 Scarsdale Corp.

c/o GARTHCHESTER REALTY
440 Mamaroneck Ave., S-512
Harrison, NY 10528

DESCRIPTION of OPERATIONS/ADDITIONAL INSURED:

1. Name of Resident, Address & Apt.#
2. **281 Scarsdale Corp.**
3. GARTHCHESTER REALTY

**281 Scarsdale Corp.
281 Garth Road
Scarsdale, NY 10583**

ALTERATION AGREEMENT FORM

TO: **281 Scarsdale Corp.** Date: ____/____/____

RE: Resident: _____

Apartment No: _____

Resident:

Pursuant to paragraph 21 of my Proprietary Lease, I hereby request permission to install the equipment and make the alterations described in the annexed document (hereafter collectively referred to as the "work") in the above apartment.

If such permission be granted:

1. I agree, before any work is begun:
 - (a) To provide a written statement detailing the specific work to be performed in the premises as well as indicating the manner, design, and scope of the alteration and/or renovation.
 - (b) 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 the Apartment Corporation a copy of every permit or certificate issued. If there is any doubt as to the need for such approval, the Apartment Corporation shall be the sole arbiter in resolving the doubt.
 - (c) Contractor's indemnification and insurance, as required in the "Contractors Indemnification & Insurance Agreement":

All such policies, or certificates evidencing their issuance, shall be delivered to the Apartment Corporation.
2. If the Apartment Corporation is required to or shall deem it wise to seek legal, engineering, or architectural advice prior to granting permission, I agree to reimburse you, on demand, for reasonable fees incurred, and if permission be granted, then, in any event, prior to commencement of any work.
3. It is understood 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 being performed hereunder and all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all work, whether or no structural, weather tightness of windows, exterior walls, or roofs, 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 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.

(b) I recognize that there will be no change in the operation of the building's heating system (or air—conditioning system, if any) to facilitate the functioning of any heating or air—conditioning units I may be installing.

(c) The Board of Directors has the right to approve the type and quality of work and to compel the removal of any work which creates a risk of loss or constitutes a dangerous, hazardous, or unsafe condition.

(d) I shall provide insurance and indemnification as required in the "Unit Owner's Indemnification & Insurance Agreement".

(e) If, after making any alterations or installing any equipment referred to herein, I shall:

- (i) seek to exercise my right to terminate my Proprietary Lease pursuant to paragraph 35 thereof, I will, on your demand, but at my expense, restore the premises and equipment to their condition prior hereto, agreeing 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 the apartment and the Proprietary Lease appurtenant thereto, I will, if requested by you, either restore the premises and equipment to their condition prior hereto or provide you with an agreement by my transferee to assume all of my obligations hereunder, including my continuing obligations and understanding exp in subparagraphs (a) through (d) of this paragraph 3.

4. All permitted work shall be completed within 90 days after Governmental approval thereof has been granted or, if no such approval is required by law or regulations, Lien from the date hereof.

5. No work shall be done, except bet the hours of 8:30 a.m. and 5:00 p.m. during the week. No work is to be done on weekends or holidays. All work will be done in such a manner as to minimize any unusual noises which might disturb other residents.
6. All precautions will be taken to prevent dirt and dust from permeating other parts of the building during the progress of the alteration. Materials and rubbish will be placed in barrels or bags, before being taken out of the apartment. All such barrels or bags, rubbish, discarded equipment, empty packing cartons and other materials will be taken out of the building and removed from the premises at my expense and with arrangements to be made with the superintendent and contractor. I shall be strictly responsible to make sure that upon completion of the work, the premises will be free from dirt, implements, surplus materials and the like, and that the common areas will be left in the status it was in prior to the start of said work.
7. I will bear the entire cost of alterations and installations and pay all bills incurred in connection therewith, not later than thirty days after completion of the work. If any mechanic's liens be filed for work claimed to have been done or materials alleged to have been supplied, I shall cause such liens to be discharged within 30 days after such filing, whether or not I am ultimately responsible or liable for payment of same. If I fail so to do, you may exercise any and all your rights and remedies under the Proprietary Lease or this agreement.
8. At the completion of the work, I will deliver to you an amended Certificate of Occupancy and a certificate of the Board of Fire Underwriters, if either be required and such other proof as may be necessary to indicate all work has been done in accordance with all applicable law, ordinances, and Government regulations. Failure to obtain the same, when requested to by the Board, will result in my having to remove the alterations, and restore the property to its original condition.
9. I recognize that by granting consent to the work, you do not profess to express any opinion as to the design, feasibility, or efficiency of the work.
10. My failure to comply with any of the provisions hereof shall be deemed a breach of the provisions of the Proprietary Lease pursuant to which your consent has been granted, and, in addition to all other rights, you may also suspend all work and prevent workmen from entering my apartment for any purpose other than to remove their tools or equipment.
11. This agreement may not be changed orally. This agreement shall be binding on you, me, and our personal representatives and authorized assigns.

12. All plumbers or electricians utilized will be licensed to practice their profession, and approved by the Town of Eastchester Building Department. Annexed hereto is the written statement describing the work required by paragraph 1(a).

Very truly yours,

Resident

Resident

Permission Granted:

281 Scarsdale Corp.

By: _____

August __, 2008

To All Residents of 281 Garth Road:

Re: Capital Improvements/
Move-In/Out Deposits/
Deliveries

Recently, there have been a series of incidents in which third-party contractors have caused damage to the building, including one incident that required the replacement of an entire floor of carpeting. As a result, the Board of Directors has instructed Garthchester Realty to advise you of the following changes in policy regarding apartment renovations, move-in/move-out deposits, and furniture/appliance deliveries. The intention of the Board is neither to be punitive nor needlessly create new rules, but rather to ensure that the common areas are best protected so that they may continue to be enjoyed by all shareholders. Please review this letter carefully.

Effective immediately, all shareholders doing renovation work in their apartments through third-party contractors are required to post a \$1,000 refundable deposit with management. The deposit will be used to cover the cost of repairing any damage caused to the common areas of the cooperative by the contractor during the course of the renovation work. Following completion of the renovation work, shareholders should notify management to arrange for the return of the remaining balance, if any. Moreover, shareholders need to provide the building superintendent with at least two business days' notice prior to the start of any renovation work.

Please note that it is a shareholder's responsibility to ensure that, while doing renovation work in their apartment, any contractor brought onto the premises takes whatever precautions are necessary to protect all affected common areas of the cooperative. In particular, where needed, contractors must put down boards or runners (or other suitable protective covering) over the carpeting to protect it from damage. A contractor who refuses to abide by these rules will not be permitted to do work in the building. If building staff learn that a contractor is not following these rules, that contractor will be barred from the premises and will not be permitted to return until it is in compliance with the rules.

Further, move-in/move-out deposits will be increased to \$1,000. Shareholders will also be required to provide the building superintendent with at least two business days' notice prior to the moving date, so that building staff will have sufficient time to pad the elevators. However, it is the shareholder's responsibility to ensure that their movers put down runners in the hallway to protect the carpeting. Should the movers not be willing to

protect the carpeting with runners, the shareholder must notify the building superintendent. At such time, the staff will put runners in the hallways, for which the shareholder will be charged \$100.

For similar reasons, shareholders must provide the building superintendent with at least two prior business days' notice before accepting any deliveries of heavy furniture or appliances. At this point in time, there will be no requirement for any deposit, and, if the superintendent determines that carpet protection is required, it will be handled by building staff without cost to the shareholder.

Finally, we ask residents to be extremely careful when carrying groceries, laundry detergent, bleach and other chemicals in the hallways. Everyone's cooperation is needed to help protect the new carpeting. If something drops on the carpeting, please do not try to clean the stain. Instead, please notify building staff as soon as possible.

Thank you for your cooperation in these matters.

Very truly yours,

Garthchester Realty Ltd.
Managing Agent for
281 Scarsdale Corp.
By, Oscar Szomor

OS/ca

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_____

SAMPLE



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	
INSURED NAMED OF INSURED (MUST MATCH SIGNED CONTRACT) FULL CURRENT ADDRESS OF CONTACT		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 LT R	TYPE OF INSURANCE			ADD L INS R	SU BR WD	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		
	X	COMMERCIAL GENERAL LIABILITY							DAMAGE TO RENTED PREMISES (Ea Occurrence)	\$100,000		
		CLAIMS-MADE	X OCCUR						MED EXP (Any one person)	\$5,000		
	X	Blanket Contractual Liability							PERSONAL & ADV INJURY	\$2,000,000		
	GEN' L AGGREGATE LIMIT APPLIES PER:								GENERAL AGGREGATE	\$2,000,000		
		X PRO-	X LOC						PRODUCTS-COMP/OP AGG	\$2,000,000		
		POLICY	JECT									
A	AUTOMOBILE LIABILITY			X	X	\$1,000,000 MINIMUM	CURRENT	CURRENT	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000		
	X	ANY AUTO							BODILY INJURY (Per Person)	\$		
		ALL OWNED AUTOS	SCHEDULED AUTOS						BODILY INJURY (Per accident)	\$		
	X	HIRED AUTOS	X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	\$		
A	X	UMBRELLA LIAB	X OCCUR	X	X	SEE AGREEMENT	CURRENT	CURRENT	EACH OCCURRENCE	See agreement		
	X	EXCESS LIAB	CLAIMS-MADE						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	X	WC STATU- TORY LIMITS	OTH- ER	STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? <div>Y/N</div>								E.L. EACH ACCIDENT		\$1,000,000	
	(Mandatory in NH) If yes, describe under								E.L. EACH ACCIDENT – EA EMPLOYEE		\$1,000,000	
	DESCRIPTION OF OPERATIONS below								E.L. DISEASE – POLICY LIMIT		\$1,000,000	

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