



# Garthchester Realty

www.GarthchesterRealty.com

440 Mamaroneck Ave., Suite S512  
Harrison, New York 10528  
(914) 725-3600 F:(914) 725-6453

98-20 Metropolitan Ave., Suite 1  
Forest Hills, New York 11375  
(718) 544-0800

Dear Shareholder:

Enclosed please find the Capital Improvement agreement for Hastings House Tenants Corp. Please read, sign and return this form to the attention of David Guerrero at Garthchester Realty along with the following required documents:

1. A detailed description of the work you will be doing, for Board approval.
2. Any plumbing work and electrical work must be done by licensed plumbers and electricians, all necessary permits must be obtained before work may begin, (certificate of insurance must be included).
3. Contractors and/or painters must be **EPA certified** if they will be performing work that disturbs any painted surfaces (more than 6 square feet). A copy of this new rule is attached.
4. General contractor's certificate of insurance, license and signed indemnification form. Plumbers and/or electricians must supply the insurance, license and signed indemnification form.
5. Deposit check for partial renovations is \$1,000.00 and Total renovations involving removal of walls, etc. the deposit is \$1,500.00 - Payable to Hastings House Tenants Corp.
6. Application processing fee of \$350.00 payable to **Garthchester Realty**.
7. Indemnification form (must be signed by the shareholder and all contractors).

**Note: All kitchens, bathrooms and any structural work requires a permit from the Village of Hastings on Hudson. Renovation work must be completed within 90 days after governmental approval is obtained.**

Before approval may be granted, the alteration agreement must be submitted with **all the applicable documents listed above**. Incomplete applications will not be reviewed and will be returned to the applicant for resubmission.

Thank you for your attention to this matter.

Sincerely,

Garthchester Realty  
Managing Agent for  
Hastings House Tenants Corp  
By, David Guerrero

Enclosure

## CAPTIAL IMPROVEMENT SUBMISSION CHECK LIST

Resident \_\_\_\_\_

Building \_\_\_\_\_ Apt # \_\_\_\_\_

Phone \_\_\_\_\_ Alt Phone \_\_\_\_\_

### CERTIFICATE OF INSURANCE (LIABILITY & WORKERS COMPENSATION)

\_\_\_\_\_ General Contractor

\_\_\_\_\_ Electrician

\_\_\_\_\_ Plumber

### COPY OF LICENSE

\_\_\_\_\_ General Contractor

\_\_\_\_\_ Electrician

\_\_\_\_\_ Plumber

### DESCRIPTION OF WORK, PLANS

\_\_\_\_\_ General Contractor

\_\_\_\_\_ Electrician

\_\_\_\_\_ Plumber

### OTHER

\_\_\_\_\_ Alteration Agreement

\_\_\_\_\_ Indemnification Form

\_\_\_\_\_ EPA Certification

\_\_\_\_\_ Permit (if applicable)

\_\_\_\_\_ Check

### NOTES:

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**Hastings House Tenants Corp.**  
**765 North Broadway**  
**Hastings – On – Hudson, NY 10706**

**ALTERATION AGREEMENT**

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TO: Hastings House Tenants Corp.	Date: _____
RE: Resident: _____	
Apartment No.: _____	
Building: _____	

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Dear 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 an scope of the alteration and/or renovation.
- (b) If required by law or Governmental regulations, to file plans with an 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 be any doubt as to the need for such approval, the Apartment Corporation shall be the sole arbiter in resolving the doubt.
- (c) To procure from my contractor, or contractors:
  - (i) Comprehensive personal liability and property damage insurance policies, satisfactory to the Board of Directors, which policies name the Apartment Corporation and its Managing Agent, as well as myself, as parties insured. Such policies shall provide that they may not be terminated until at least ten days after written notice to the Apartment Corporation; and
  - (ii) Workmen’s compensation and employees liability insurance policies, covering all employees of the contractor, contractors or subcontractors.

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.

**Hastings House Tenants Corp.**  
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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 not structural, weathertightness 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 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 undertake to indemnify the Apartment Corporation, the Managing Agent and tenants or occupants of the building for any damages suffered to person or property as a result of the work performed hereunder, whether or not caused by negligence, and to reimburse the Apartment Corporation and its Managing Agent for any expenses (including, without limitation, attorneys' fees and disbursements) incurred as a result of the such work.

(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 expressed 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, then from the start date hereof. Renovations that exceed 90 will result in the renovation deposit being forfeited. At that time, an additional deposit must be posted. In the event an additional deposit is not posted, it will be charged as a line item on the maintenance invoice.

5. No work shall be done, except between the hours of 9:00 A.M. and 5:00 P.M. during the week (not including legal holidays). All work will be done in such a manner as to minimize any unusual noises which might disturb other residents.

**Hastings House Tenants Corp.**  
**765 North Broadway**  
**Hastings – On – Hudson, NY 10706**

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.

6.1 I will be responsible for notifying management whenever there will be prolonged levels of noise at least 48 hours before the expected noise. Such notice will contain an approximate start and end date, which will be shared with my neighbors.

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. I authorize the Board of Directors or its agents to conduct unannounced inspections of the work.

9. 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 same, when requested to by the Board, will result in my having to remove the alterations, and restore the property to its original condition.

10. 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.

11. 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.

12 This agreement may not be changed orally. This agreement shall be binding on you, me, and our personal representatives and authorized assigns.

13. Any and all plumbers or electricians utilized will be licensed to practice their profession, and approved by the village of Hastings Building Department.

Annexed hereto is the written statement describing the work required by paragraph 1 (a).

14. I have posted a

\$1,000 deposit for partial renovations\_\_\_\_\_

\$1,500.00 deposit for a full renovation\_\_\_\_\_

**Hastings House Tenants Corp.**  
**765 North Broadway**  
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with Hastings House Tenants Corp., C/O Garthchester Realty. I understand that should there be any damage to the common areas of the building, as a result of this work, the cost to repair this damage will be deducted from the aforementioned deposit.

15. All contractors must be advised that the hallway carpeting must be covered while work is in progress, and must remove said covering at the end of the workday. Hallways must be left free of any and all debris daily.

16. I understand that any exceptions or deviations from the aforementioned rules must be approved in advance by the Board of Directors.

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Resident

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Resident

Permission Granted:

Hastings House Tenants Corp.

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



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## Insurance Requirement

**Dear Resident,**

Please provide a copy of this page to your contractor prior to the scheduled renovation. Your renovations application **will not be processed** if the required certificates of insurance indicated below are not provided, or are completed incorrectly.

### **To the Contractor:**

Hastings House Tenants Corp requires that you provide documents to serve as proof that you hold current General Liability Insurance and Workers Compensation Insurance Certificates covering all employees, contractors or subcontractors engaged in the renovation.

On your **Certificate of Liability Insurance**, please list the following additional insured under "Description of Operations"

1. Name of Resident/New Resident, Address and Apt #.\_\_\_\_\_,
2. Hastings House Tenants Corp C/O Garthchester Realty

The **Certificate Holder of your Liability insurance and Worker's Compensation insurance** should be as follows:

### **Certificate Holder:**

Hastings House Tenants  
c/o GARTHCHESTER REALTY  
440 Mamaroneck Ave Ste 512  
Harrison NY 10528

## **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.

<b>Contractor</b>	<b>Corporation</b>	<b>Managing Agent</b>	<b>Shareholder</b>
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).

<b>PRODUCER</b> Insurance Agency Name Insurance Agency Address		<b>CONTACT NAME:</b> FULL NAME OF CONTACT	
		<b>PHONE (A/C, No, Ext):</b> PHONE OF CONTACT	<b>FAX (A/C, No):</b> FAX OF CONTACT
		<b>E-MAIL ADDRESS:</b> EMAIL ADDRESS OF CONTACT	
		<b>INSURER(S) AFFORDING COVERAGE</b>	
		<b>NAIC #</b>	
<b>INSURED</b> NAMED OF INSURED (MUST MATCH SIGNED CONTRACT) FULL CURRENT ADDRESS OF CONTACT		<b>INSURER A:</b> CARRIER 1 - AM BEST (A-) OR BETTER	
		<b>NAIC REQ</b>	
		<b>INSURER B:</b>	
		<b>INSURER C:</b>	
		<b>INSURER D:</b>	
		<b>INSURER E:</b>	

**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	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> Blanket Contractual Liability GEN' L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO- <input checked="" type="checkbox"/> LOC	X	X	\$1,000,000 / \$2,000,000 MINIMUM	CURRENT	CURRENT	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea Occurrence) \$100,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS-COMP/OP AGG \$2,000,000
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	X	X	\$1,000,000 MINIMUM	CURRENT	CURRENT	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per Person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	X	X	SEE AGREEMENT	CURRENT	CURRENT	EACH OCCURRENCE See agreement AGGREGATE See agreement
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	X	\$1,000,000 MINIMUM NEW YORK STATE DISABILITY - Statutory	CURRENT CURRENT	CURRENT CURRENT	<input checked="" type="checkbox"/> WC STATU- TORY LIMITS <input type="checkbox"/> OTH- ER STATUTORY LIMITS E.L. EACH ACCIDENT \$1,000,000 E.L. EACH ACCIDENT - EA EMPLOYEE \$1,000,000 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 <b>MUST BE SIGNED</b>