



# 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 alteration agreement for Vincent Arms Owners Corp. Please read, sign, and return the completed application with all required documents to the attention of Rose Marie Sotero at Garthchester Realty along with the following required documents:

1. A description of the work you will be doing, for Board approval.
2. Any plumbing work and electrical work must be done by Westchester County licensed plumbers and electricians, all necessary permits must be obtained before work may begin, (certificate of insurance must be included, copy of license and signed indemnification). Contractors must be licensed in Westchester County.
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.
5. Indemnification form (must be signed by the shareholder and all contractors).
6. A deposit check in the amount of \$500.00 payable to Vincent Arms Owners Corp. is required and will be deposited and cashed and will be returned upon completion of work and submission of Certificate of Compliance from the building department.
7. Application processing fee, non-refundable check for \$300.00 payable to **Garthchester Realty**.
8. **Contractors, plumbers, and electricians must carry Contractual Liability. Attached is a list of insurance carriers that sometimes exclude this coverage. The contractor can request their carrier to add the following to their certificate: "No exclusion for contractual liability or injury to employees" in the "Description of Operations" section. Contractors will not be approved to do work in your unit if they do not have this clause written in their COI.**

Before approval may be granted, the alteration agreement must be submitted with all completed documents listed above by the shareholder. The certificate of insurance must read as follows: **Vincent Arms Owners Corp. and Garthchester Realty listed as additional insured and certificate holder, 440 Mamaroneck Avenue, Harrison, NY 10528.**

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.

Thank you for your attention to this matter.

Very Truly Yours,  
Rose Marie Sotero  
Assistant to Susan Tularko

*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.*

Please CONFIRM this is the most CURRENT list\*

## Contractual Liability \*

To avoid paying claims for large Labor Law 240 third-party law suits, some insurance companies have removed contractual liability from their policies. In this case, your "Additional Insured" status with the contractor will be meaningless, and the contractor's insurance will not back the contractor's indemnification.

Here are few methods to try to determine if your subcontractor has contractual liability:

1. Ask for a copy of the contractor's/sub-contractor's insurance policy and have your broker review it.
2. Make sure "Contractual Liability" is added to the subcontractors' certificate and request "No exclusion for contractual liability or injury to employees" in the "Description of Operations" section.
3. Request Certificate Addendum Acord 855 NY for coverage details from contractor / sub-contractor

Below is a partial list of insurance carriers that sometimes exclude this coverage:

Acceptance Indemnity Ins. Co.	Max Specialty
Alterra E&S	Maxum Indemnity Co.
American Safety	Mt. Valley Indemnity
Arch Specialty Ins. Co.	National Fire & Marine
Atlantic Casualty	National Contractors Ins. Co.
Berkley Specialty	Northfield
Burlington	North Sea
Century Surety	Nova Casualty
Colonial Co.	Penn Star
Colony	Preferred Contractors Inc.
Endurance	Ranger
Essex	RCA
Evanston	RLI / Mt. Hawley
Everest	Rockingham Insurance Company
First Century	Rutgers/American European Ins. Co.
First Mercury – Cover X	Tower Insurance
Guard Insurance Companies	Tudor
Hermitage	U. S. Liability / U.S. Underwriters / USLI
Hudson	Utica First
Kingstone Insurance	Valley Forge
	Western Heritage

We also recommend you require your subcontractors include a description of the work they plan to do. For example: roofing, excavation, residential carpentry, etc.

4/9/2019\*



**Vincent Arms Owners Corp.  
1 Vincent Road  
Yonkers, NY 10708**

---

**ALTERATION AGREEMENT FORM**

TO: **Vincent Arms Owners 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 on 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) 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 employee's 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.

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 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 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, Lien from the date hereof.
  5. No work shall be done, except bet the hours of 9:00A.M., and 5:00 P.M. Monday through Friday. No work is to be done on Saturdays, Sundays, 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 same, when requested by the Board, will result in us 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. Any and all plumbers or electricians utilized will be licensed to practice their profession, and approved by the City of Yonkers, New York, Building Department.

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

Very truly yours,

\_\_\_\_\_  
Resident

\_\_\_\_\_  
Resident

Permission Granted:  
Vincent Arms Owners Corp.

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

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



**CLIENT / MANAGING AGENT / CONTRACTOR  
INDEMNIFICATION AND INSURANCE REQUIREMENT AGREEMENT**

Whereas \_\_\_\_\_ ("Contractor") performs certain work pursuant to oral and/or written agreement and/or purchase orders for Clients of Garthchester Realty (The "Managing Agent"), as identified on the "Schedule A" (where "Clients" include "Clients" Board Members), or as identified by other documents or agreements, which may be amended as necessary, as to all such work, Managing Agent, Clients, and Contractor agree as follows:

**INDEMNIFICATION AGREEMENT**

To the fullest extent allowable by law, Contractor agrees to indemnify, defend and hold harmless Clients and/or Managing Agent from any liability, loss, or other claim, including expenses and attorneys' fees, related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work by the Contractor, its agents, servants, subcontractors or employees, except to the extent of any fault attributed to the Clients and/or Managing Agent.

**INSURANCE REQUIREMENT AGREEMENT**

While performing work for Clients or Managing Agent, Contractor shall maintain: workers compensation and employer's liability insurance with statutory limits; and commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence, which shall name Clients and Managing Agent as "Additional Insured" and which shall be primary and non-contributory to any other insurance available to the Clients and/or Managing Agent. If required by Clients or Managing Agent, Contractor shall also maintain: automobile liability insurance covering owned vehicles (if any) and hired/non-owned vehicles; and/or excess/umbrella liability insurance.

Commencement of the work by the Contractor for the Clients of the Managing Agent shall be deemed acceptance of this Indemnification and Insurance Requirement Agreement for purposes legally equivalent to full execution of same. These terms supersede any others which may be inconsistent. The term of this agreement shall be one year, commencing on the contractor Authorized Signature Date (below); and this agreement shall renew annually for subsequent one year terms until cancelled in writing by either party.

**Garthchester Realty and  
Garthchester Realty,  
as Agent for Clients**

By: \_\_\_\_\_  
Managing Agent Signature

By: \_\_\_\_\_  
Contractor Authorized Signature      \_\_\_\_\_  
Date

\_\_\_\_\_  
Managing Agent Printed Name

\_\_\_\_\_  
Contractor Printed Name