

# 426 WEST BROADWAY HOUSE CONDOMINIUM SIMPLE FORM FOR APARTMENT ALTERATIONS

(Short form may be used for painting and plastering, sanding and refinishing of floors, shelving, light fixture installation, sink faucet replacement, and redoing interior of closets)

\*Note: If you are doing any other type of renovation, you will need to obtain the regular alteration package by contacting The Lovett Company, LLC at 212-736-3440, Ext. 210.

THIS COMPLETED FORM SHOULD BE MAILED TO US AT 450 SEVENTH AVENUE, SUITE 2107, NEW YORK, NY 10123 OR FAXED TO 212-736-1445.

TO: Board of Managers, 426 W. Broadway House Condominium

FROM: \_\_\_\_\_ APT. \_\_\_\_\_

I/we of the above referenced apartment request permission from the Board of Managers of the condominium to perform the following minor apartment alterations consisting of:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I, we agree to use a contractor licensed in the State of New York and who carries a minimum of between \$500,000 and \$1,000,000 liability and a minimum of between \$500,000 and \$1,000,000 in property damage insurance. The contractor will have worker's compensation insurance covering all their employees and subcontractors in amounts as required by statute.

A Certificate of Insurance will be provided to the Condominium, which will name both 426 West Broadway House Condominium and The Lovett Company, LLC as additionally insured. I/we understand that a Certificate of Insurance must be provided in advance of any work.

AGREED TO BY:

\_\_\_\_\_  
SIGNATURE OF UNIT OWNER(S)

\_\_\_\_\_  
Date

APPROVED BY:

\_\_\_\_\_  
426 West Broadway House Condominium

\_\_\_\_\_  
Date

# ADDENDUM TO ALL ALTERATION AGREEMENTS

Effective April 22, 2010, a new EPA rule regarding lead-based paint renovation, repair and painting went into effect. All contractors or their company must be certified to deal with these issues and the Federal EPA lead dust laws, and will be required to show proof of certification. All contractors, electricians, plumbers, painters, etc. who are unable to provide a copy of their certification will be prohibited from performing any work which requires this until such time when proof has been satisfactorily provided.

## CONTRACTORS INSURANCE REQUIREMENTS

Contractor and its subcontractors shall not commence work until it has obtained all insurance referred to herein and provided proof as set forth and has been approved by 426 West Broadway House Condominium hereinafter referred to as "Owner").

Contractor and its subcontractors shall secure, pay for and maintain the following insurance policies in full force and effect during the term of the agreement:

- (1) Property Insurance upon all tools, material and equipment (owned, borrowed or leased by the contractor or their employees) to the full replacement value thereof during the full term of this contract. This insurance shall insure against damage or loss caused by fire and all other perils covered by a standard "All Risk" insurance policy. Contractors agree to waive their right of subrogation against Owner. The Property policy shall allow for a Waiver of Subrogation in favor of Owner. Failure of the contractor to secure and maintain adequate coverage shall not obligate the Owner or its agents or employees for any losses.
- (2) Workers Compensation affording coverage under the Workers Compensation laws of the State of New York and Employers Liability coverage subject to a limit of no less than \$1,000,000 each employee, \$1,000,000 each accident, and \$1,000,000 policy limit.
- (3) Commercial General Liability Insurance with limits of \$1,000,000 per occurrence Bodily Injury and Property Damage Combined, \$1,000,000 per occurrence Personal & Advertising Injury, \$1,000,000 aggregate Products and Completed Operations Liability and \$2,000,000 General (per project) Aggregate. The policy shall be written on an occurrence basis with no deductible.

The policy shall not contain exclusions relating to:

- (a) contractual liability
- (b) independent contractors
- (c) gravity related injuries
- (d) injuries sustained by employee of an insured or an insured rather than "the insured"

Policy shall be endorsed to 426 West Broadway House Condominium, The Lovett Company, LLC, and \_\_\_\_\_ (Unit Owner) as "additional insured."

Definition of Additional Insured shall include all Officers, Directors and Employees of the named entity. Further, coverage for the "additional insured" shall apply on a primary basis irrespective of any other insurance, whether collectible or not.

- (4) Automobile; Liability Insurance for Bodily Injury and Property Damage in the amount of \$1,000,000 combined and covering all owned, non-owned and hired vehicles.
- (5) Umbrella Liability Insurance for the total limit purchased by Contractor but, not less than a \$5,000,000 limit providing excess coverage over all limits and coverages noted in paragraph 2, 3, and 4 above. This policy shall be written on an "occurrence" basis.

All policies noted in above shall be written with insurance companies licensed to do business in the State of New York and rated no lower than A-8 in the most current edition of A.M. Best's Property-Casualty Key Rating Guide.

## CONTRACTORS INSURANCE REQUIREMENTS

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(6) EVIDENCE (NOTICES) OF COMPLIANCE

All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification, Owner shall receive thirty (30) days written notice thereof.

Contractor shall furnish Owner with Certificates of Insurance no later than (5) days prior to commencement of work and upon Owners request, complete copies of all policies including all endorsements attached thereto evidencing compliance with all insurance provisions noted above. All Certificates or policy termination notices should be delivered to:

The Lovett Company, LLC  
450 Seventh Avenue, Suite 2107  
New York, NY 10123  
Fax # 212-736-1445

FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS NOTED ABOVE WILL RESULT IN A BREACH OF THIS CONTRACT BY THE CONTRACTOR.

(7) INDEMNIFICATION/HOLD HARMLESS

The contractor shall, to the fullest extent permitted by law and at its own cost and expense, defend, indemnify and hold Owner, its partners, directors, officers, employees, servants, representatives and agents harmless from and against any and all claims, loss, (including attorneys' fees, witnesses' fees and all court costs), damages, expense and liability (including statutory liability), resulting from injury and/or death of any person or damage to or loss of any property arising out of any negligent or wrongful act, error or omission or breach of contract, in connection with the operations of the contractor or its subcontractors. The foregoing indemnity shall include injury or death of any employee of the contractor or subcontractor and shall not be limited in any way by an amount or type of damages, compensation or benefits payable under any applicable Workers Compensation, Disability Benefits or other similar employee benefits acts. The contractor agrees to waive its right of subrogation against the owner, its partners, directors, officers, employees, servants, representatives and agents applicable to any claims brought by the contractor's employees.

Agreed to:

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date