

## PROCEDURES FOR OBTAINING A WAIVER OF RIGHT OF FIRST REFUSAL

### HASTINGS TERRACE CONDOMINIUM

#### SALES

Please submit the following directly to our office: Garthchester Realty

440 Mamaroneck Ave, S-512  
Harrison, NY 10528

- A letter requesting a waiver of the right of first refusal from seller
- Completed information sheet by buyer
- A check payable to Hastings Terrace Condominium as capital contribution equal to one month's common charges from buyer
- A check payable to Garthchester Realty in the amount of \$250 from the seller
- A check payable to Hastings Terrace Condominium in the amount of \$350 from the seller, as a move-out fee.
- A check payable to Hastings Terrace Condominium in the amount of \$350 from the buyer, as a move-in fee.
- Copy of executed sales contract.

# Hastings Terrace Condominium

555 & 565 Broadway Hastings-on-Hudson, NY 10706

Building: \_\_\_\_\_

Purchase Price\$ \_\_\_\_\_

Unit#: \_\_\_\_\_

Proposed Closing Date: \_\_\_\_\_

## Current Owner's Information

Name: \_\_\_\_\_

Forwarding Address: \_\_\_\_\_

## New Owner #1

Full Name: \_\_\_\_\_

Home Phone:(\_\_\_\_) \_\_\_\_\_ Cell Phone:(\_\_\_\_) \_\_\_\_\_ Email Address: \_\_\_\_\_

## New Owner #2

Full Name: \_\_\_\_\_

Home Phone:(\_\_\_\_) \_\_\_\_\_ Cell Phone:(\_\_\_\_) \_\_\_\_\_ Email Address: \_\_\_\_\_

## Emergency Contact Information:

### First Contact

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Cell Phone:(\_\_\_\_) \_\_\_\_\_ Email Address: \_\_\_\_\_

### Second Contact

Full Name: \_\_\_\_\_

Address: \_\_\_\_\_

Home Phone: (\_\_\_\_) \_\_\_\_\_ Cell Phone:(\_\_\_\_) \_\_\_\_\_ Email Address: \_\_\_\_\_

## MOVING PROCEDURES

Whether moving in or out, all current and new residents must schedule the date with the Superintendent. The procedure is as follows:

**1. *Determine a Date:***

- a. **At least one week before the move** call the Superintendent to arrange a date. (914)-478-0170. Be sure the Superintendent confirms the date is available. Moves must be completed within the hours of 9AM and 5PM, Monday through Saturday, excluding legal holidays.

**2. *Notify Management:***

- a. **At least one week before** the move, and after the moving date is confirmed, prepare a written notice to management, which should include:
  - i. Name of Resident/new resident; building; apartment number
  - ii. Contact telephone number of resident/new resident
  - iii. Name, address and telephone number of Moving Company
  - iv. Confirmed date of move
  - v. Forwarding address (Move-Outs only)

**3. *Attach Required Mover Documents***

**a. *If Hiring a Move-in Company:***

- i. It is the responsibility of the resident to send to Garthchester Realty documented proof that the moving company carries current General Liability Insurance and has current Workers Compensation Insurance certificates. **SEE ENCLOSED PAGE FOR INSTRUCTIONS**

**b. *If you are self-moving:***

- i. Please complete and sign the enclosed indemnification form.

**4. New (moving in) residents should send the required (2-4 above) in one of the following ways:**

- a. **Mail:** Garthchester Realty Attn.: Dawn Johnson-Banks, 440 Mamaroneck Avenue, S-512, Harrison, NY 10528
- b. **E-Mail:** [wteitelbaum@garthchester.com](mailto:wteitelbaum@garthchester.com)
- c. **Fax:** 914-725-6453
  - i. Deposit will still need to be either mailed in or dropped off in our office regardless of which method of delivery you choose.

## ON MOVING DAY:

1. Be sure that onsite staff installs elevator pads prior to the start of the move.
2. If, during the move, any damage is done to any part of the building, the cost of repairs will be deducted from your deposit. If the repairs exceed the amount of your deposit you will be billed

the difference as a line item on your common charge invoice.

3. ABSOLUTELY NO MOVING IS PERMITTED THROUGH THE LOBBY ENTRANCE. All moving must be through the side basement doors.
4. In order to obtain reimbursement of your move-in/move-out deposit, you must contact the managing agent, advising them that you have completed your move. If all is in order, your deposit will be returned.

#### **INFORMATION FOR THE MOVING COMPANY**

**Dear Resident,**

Please provide a copy of this page to your moving company prior to the scheduled move in/out.

Your move in/out request will not be processed if the required certificates of insurance indicated below are not provided, or is completed incorrectly.

**To the Mover:**

The Hastings Terrace Condominium 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 scheduled move in/out. Please ensure this document is faxed to 914-725-6453.

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

- a. Name of Resident/New Resident, Address and Apt #.\_\_\_\_\_
- b. Hastings Terrace Condominium C/O Garthchester Realty.
- c. Garthchester Realty

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

**Certificate Holder:**  
Hastings Terrace Condominium  
c/o Garthchester Realty  
440 Mamaroneck Avenue, S-512  
Harrison, NY 10528

**HOLD HARMLESS AGREEMENT**

Hastings Terrace Condominium

C/O Garthchester Realty

440 Mamaroneck Avenue, S-512

Harrison, NY 10528

Unit Owner/Tenant(s):

Unit# \_\_\_\_\_

To the fullest extent permitted by law, unit owner/tenant (s) agree to indemnify, defend and hold harmless the Condominium and/or 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 contractor and/or hired individuals, its agents, servants, subcontractors or employees, at premises owned by unit owner/tenant (s) and/or the common area of the Condominium

This agreement to indemnify specifically contemplates (1) full indemnity in the event of liability imposed against the Condominium and/or Managing Agent without negligence and solely by reason of statute, operation of law, or otherwise, and (2) partial indemnity in the event of any actual negligence on the part of the Condominium and/or Managing Agent causing or contributing to the underlying claim, in which 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.

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Unit Owner/Tenant

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Moving Company (If applies)

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Date