

**Wesley House, Ltd
10 Old Mamaroneck Rd.
White Plains, NY 10605**

Re: Alteration Agreement

Dear Shareholder(s):

Enclosed are the Alteration Application and Agreement ("Agreement"), which must be completed before alteration work can be initiated in your apartment. The purpose of the renovation package is to ensure that licensed contractors will be used to perform critical work and that the work will be done in accordance with the building codes of the city of White Plains and that any renovation work performed in the building will cause as little disturbance as possible to other owners and tenants, as all work done in the building which requires outside labor, the use of equipment, or the movement of heavy items through the building, can cause both damage to Co-op property and a disturbance to other owners.

Owners seeking to renovate their units will be required to complete the renovation package and to obtain Management and/or Board approval prior to commencing any work which would involve demolition of walls, floors, ceilings, tiles, or the change or addition to any electrical or plumbing system or any other improvements.

The package includes forms which request specific and important information from both the shareholder and his/her contractor. Also enclosed is a shareholder Alteration Application Checklist. Please read the Application and ask the professionals and/or contractors working for you to do so as well. The procedures set forth were designed to protect you, your fellow tenants and shareholders, and the Apartment Corporation.

You must return to the Managing Agent, the original and one copy of the completed and signed Agreement, along with all required documents. You must also include two checks **one for three hundred and fifty dollars (\$350.00) made payable to Garthchester Realty** for the nonrefundable processing fee, and the **second for two-thousand five hundred dollars (\$2,500.00) made payable to Welsey House, Ltd.** for the Alteration Deposit. The Apartment Corporation may require an increased deposit based upon the scope, complexity, duration, and potential impact of the proposed work and for projects involving structural work, plumbing, electrical modifications, HVAC work, extensive demolition, or other alterations that present an elevated risk to the building. The deposit shall serve as security for compliance with the alteration agreement and for the repair of any damage to the building, common areas, building systems, or neighboring units arising from the work. Any unused portion of the Alteration Deposit shall be returned following completion of the work, final inspection by the Corporation, and satisfaction of all requirements of the alteration agreement. **Alteration Deposits will not be refunded until all Department of Buildings (DOB) permits are closed out. A full, complete alteration package must be submitted for review and approval before filing for any permits**

with the DOB. Architect self-certification is not permitted. Once approval is given by the Board of Directors and/or Managing Agent, your contractor may proceed to file for any necessary permits to begin your apartment renovation and must follow the rules for project commencement.

Please note: the Co-op's engineer and superintendent may make periodic inspections during the renovation to observe compliance with the alteration agreement and the approved plans. These engineering visits will be at the shareholder's expense.

Should you have any questions, please feel free to contact Warren Collins at wcollins@garthchester.com.

Sincerely,

Wesley House, Ltd.

SHAREHOLDERS ALTERATION PROCEDURE

1. Please note that the following procedures must be followed during your renovation project. The Alteration application must be complete and all items submitted must be marked on the enclosed checklist before it can be forwarded for review. Incomplete applications will not be processed.
2. If your Alteration Application is approved, the management office will inform the shareholder(s) and a copy of the fully executed Alteration Agreement will be forwarded to you for your files.
3. The shareholder(s) will pay the expenses if the Alteration Application is submitted to the building's Engineer/Architect and/or attorney for review.
4. Depending upon the scope of alteration work, engineering inspections may become necessary during the renovation to observe compliance with approved plans. The additional expenses for these visits will be borne by the shareholder(s).
5. If you plan to move plumbing lines or make structural changes to the walls, your architect/contractor must file with the proper division of the Department of Buildings, City of White Plains. (Please note that no building riser whether plumbing, electrical or otherwise may be relocated at any time.)
6. The contractors must inform the Superintendent about the starting date and nature of work to be done before beginning work. The Superintendent will meet with the contractors prior to commencement of work and perform a final inspection upon completion. Advance coordination with the Superintendent is required for any work that requires planned building system interruptions, including plumbing, electrical, HVAC, or other utility shutoffs.
7. All workmen must clean up daily when the day's work is done.
8. No containers for removal of materials are allowed on the premises, unless prior written approval is received from Management. They must be kept on the city streets and the contractor must have permits for their use. Contractor's garbage cannot be left at the site and use of the building's garbage containers or other methods of garbage disposal is prohibited.
9. Any plumbing work and electrical work must be done by licensed plumbers and electricians. All plumbers or electricians utilized will be licensed to practice their profession, and approved by the City of White Plains Building Department. A copy of the license must be provided. Plumbers and electricians must furnish a statement about the work and submit proof that they have filed with the Department of Buildings for plumbing/electrical work being done to the apartment.

10. All contractors and painters must comply with the EPA requirements and provide a copy of their EPA Certificate if they will be performing work that disturbs any painted surfaces (more than 6 square feet).
11. As a courtesy, prior to starting a construction renovation project, please notify all adjacent apartments on your floor and above and below your apartment, five (5) business days before the scheduled date of work, by sending a notice that includes the nature of the alteration and approximate starting and completion dates. Please forward all copies of letters sent to your neighbors to the Managing Agent for our records.
12. Please read the Alteration Agreement thoroughly. If you or your engineer/architect/contractor have any questions, please contact the Managing Agent.
13. The contractors must have protection for the floors, walls, elevators, etc.
14. The contractors must use the service entrance only, unless otherwise approved by the Managing Agent.
15. Upon completion of all work, the shareholder(s) is responsible for closing all permits and submitting to Garthchester Realty a copy of the Certificate of Compliance from the Building Department, as well as an amended Certificate of Occupancy permitting residential occupancy of the apartment and a Certificate from the Board of Fire Underwriters, if applicable. Deposit checks will not be returned until all paperwork is completed and submitted.

SHAREHOLDER ALTERATION CHECKLIST

Please include all applicable items with your Alteration Application

- Read the complete Shareholder Alteration Application and Agreement.
- Processing fee (non-refundable): Check **in the amount of \$350.00 payable to "Garthchester Realty."**
- Alteration Deposit: Check **in the amount of \$2,500 payable to "Wesley House, Ltd."** (refundable at completion of work and closing of open DOB permits issued for your work). For more extensive applications, a larger deposit may be necessary.
- Original, plus one (1) copy, of the following documents:
(NO DOUBLE SIDED COPIES)
 - Completed and signed Alteration Agreement.
 - 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. An engineer's and/or architect's plan for the renovations must also be attached when the proposed work involves structural changes to walls, change of zoning occupancy, or additions or changes to plumbing, electrical, utility, or HVAC elements, or in other cases as required by the Apartment Corporation based on the scope of the proposed work.
 - Alteration Plans applicable for this alteration.
 - Each of your contractor's licenses, as required.
 - Each signed contractor's agreement/proposal/contract.
 - A letter from your engineer/architect/contractor stating that no load bearing walls/components are being altered.
 - A waiver of mechanic's lien from each contractor (i.e. carpenter, plumber) (see attached).
 - The Insurance/COI Requirements form (for each contractor, signed by the Shareholder and Contractor; to be signed by the Corporation and Managing Agent)(see attached).
 - A Certificate of Insurance (COI) from each contractor, in accordance with the Insurance/COI Requirements and Sample COI provided in this packet.

- The Shareholder's Indemnification and Insurance Agreement (signed by the Shareholder; to be signed by the Corporation and Managing Agent) (see attached).
- The Contractor's Indemnification and Insurance Agreement (for each contractor, signed by the Shareholder and Contractor; to be signed by the Corporation and Managing Agent) (see attached).
- The Consent to Release Insurance Policies form completed by each contractor (see attached).
- After receiving approval from the Managing Agent, copies of all building permit(s) issued by DOB must be submitted.

PART II - SHAREHOLDER(S) ALTERATION AGREEMENT

Date: _____

Name(s): _____

Tel. #: _____

Email: _____

Apt. #: _____

I/we hereby request that **Wesley House, Ltd.** (the "Apartment Corporation") provide written consent for the making of certain alteration(s) (the "Alteration") to the above referenced co-op apartment, in the premises known as **10 Old Mamaroneck Rd, White Plains, NY** (the "Building"). I/we have submitted, for approval, the plans and specifications attached hereto (the "Plans") for the Alteration, and I/we agree to the following:

A. Before any alterations shall be started:

1. I/we shall 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. I/we shall provide an engineer's and/or architect's plan for the renovations when the proposed work involves changes to walls, change of zoning occupancy, or additions or changes to plumbing, electrical, utility, or HVAC elements. I/we understand that, in other cases, the Apartment Corporation may require an engineer/architect report depending on the scope of the proposed work.
2. If required by law or Governmental/Municipal regulations, rules, or codes, I/we will file plans with and procure the approval of and permit from all Governmental/Municipal agencies having jurisdiction over the work. This includes any Governmental agency having jurisdiction over the occupancy zoning of the unit. I/we understand and agree that no plans may be submitted to the White Plains Department of Buildings (DOB) without prior approval from the Managing Agent; architect self-certification is not permitted. I/we understand and agree that if I/we plan to combine apartments, move plumbing lines, add additional plumbing fixtures, add/remove electrical wiring, or make structural changes, the licensed professional/contractor must file and obtain the appropriate approval and permit with the proper division of the Department of Buildings for the City of White Plains. Not more than ten days after receipt of any approval, I/we will notify the Managing Agent of any Building Permit Number assigned to the plans and 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. I/we will bear the entire cost of such filings, approvals, permits, and certificates.

3. I/we understand and agree that all work and alterations shall be performed in a good and workmanlike manner and in compliance with all applicable laws, codes, rules, and regulations; materials and workmanship shall be consistent with the quality and character of the building; and the Corporation reserves the right to require specific construction standards and materials where deemed necessary to protect the building's infrastructure and neighboring apartments.
4. If any structural modifications are involved, I/we will submit a letter from my/our engineer/architect/contractor stating that no load-bearing components are being altered.
5. I/we understand and agree that advance coordination with the Superintendent is required for any planned building system interruptions, including plumbing, electrical, HVAC, or other utility shutoffs.
6. I/we understand and agree that all contractors must notify the Superintendent prior to commencing work, and that the Superintendent will meet with the contractors prior to commencement of work and perform a final inspection upon completion.
7. If Alteration shall include any electrical work, I/we shall furnish to the Managing Agent a letter from a licensed electrician, engineer or architect, which shall certify that the electrical loads required resulting from the Alteration will not be in excess of the present electrical capacity of the Apartment and will not adversely affect the Building's electrical service.
8. I/we understand and agree that, without limitation, garbage disposals shall be prohibited, and that PVC piping, valves, and fittings shall not be installed within concealed wall cavities unless expressly approved in writing by the Corporation. I/we understand and agree that any flooring installation shall comply with the Corporation's sound attenuation requirements and include appropriate underlayment sufficient to minimize the transmission of noise to adjoining apartments. I/we understand and agree that the Corporation may establish additional construction standards from time to time as reasonably necessary to protect the building and its residents.
9. I/we understand and agree that if the Apartment Corporation is required to or shall deem it wise to seek legal, engineering, or architectural advice prior to granting permission, I/we agree to reimburse the Apartment Corporation, on demand, for costs, expenses, and reasonable fees incurred, and if permission be granted, then, in any event, prior to commencement of any work.
10. I/we understand and will inform my/our contractor(s) that no containers for removal of materials are allowed on the premises, unless same has been approved in writing by the Managing Agent. They must be kept on the city streets and the contractor must have permits for their use.

11. I/we understand and will inform my/our contractor(s) that all workers must clean up daily when the day's work is done and protection must be provided for floors, elevators, etc.
12. I/we will take all precautions to prevent dirt and dust from permeating other parts of the building during the progress of the alteration. This includes the use of plastic sheeting/dust barriers to prevent dust and debris from exiting the unit into the hallways and common areas. I/we agree that that 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/our expense and with arrangements to be made with the superintendent and contractor. I/we 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 they were in prior to the start of said work.
13. I/we understand and agree that if the Apartment Corporation incurs additional labor or cleaning costs as a direct result of the alteration work, including but not limited to cleanup of common areas or additional services performed by the Superintendent, porter, or other building staff, the shareholder shall reimburse the Apartment Corporation for the actual cost of such labor and related expenses.
14. I/we understand and agree that after approval from the Managing Agent, as a courtesy, I/we will provide written notification to neighboring apartments of the construction work. I/we agree to forward copies of letters provided to neighbors for the Managing Agent's records.
15. I/we shall furnish the Cooperative with a copy of each and every agreement with my/our contractor(s), which shall include a description of the scope of their work. This is in addition to any engineering, architectural, plumbing, electrical or structural plans submitted.
16. I/we shall procure from my/our contractor and submit for the Apartment Corporation's approval the Contractor's written agreement waiving the right to file a Mechanic's Lien or other lien, attachment or encumbrance against the Apartment Corporation which may arise out of or in connection with the work. Subcontractors shall also file a Waivers of Mechanic's Lien with the Managing Agent before such subcontractors commence work. If I/we are unable to obtain Waivers of Mechanic's Liens, then I/we shall provide the Apartment Corporation with a Labor and Material Payment Bond from a Surety Company acceptable to the Apartment Corporation.
17. I/we agree that the contractor(s) who performs the Alteration work must obtain the insurance coverage in accordance with the Insurance/COI Requirements and Sample COI contained herein, and I/we will deliver all such policies and certificates evidencing their issuance to the Managing Agent.

18. I/we understand and agree that the Apartment Corporation will have its Insurance Broker examine and verify my/our contractors' insurance policies prior to the commencement of any work to ensure that they comply with the Insurance/COI Requirements and Sample COI, and that no work may begin until such verification has been conducted and insurance coverage has been approved. I/we understand that all contractors must complete the Consent to Release Insurance Policies form, which shall be returned to the Managing Agent with the contractor's proposal, COI, and Contractor's Indemnification and Insurance Agreement.
19. I/we agree to submit a copy of the license for all plumbers, electricians and trades people. All plumbers and electricians utilized will be licensed to practice their profession, and approved by the City of White Plains Building Department.

B. Guarantees/Commitments:

20. At completion of the Alteration, I/we shall deliver to you an amended Certificate of Occupancy permitting residential occupancy of the apartment and a Certificate from 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 laws, ordinances, rules and Government/Municipal regulations. Failure to obtain the same, when requested by the Board, will result in my having to remove the alterations, and restore the property to its original condition.
21. I/we shall assume all responsibility for the Alteration and agree that neither the Apartment Corporation nor the Managing Agent will be responsible for the failure of efficient performance of building services to the apartment resulting from the Alteration.
22. I/we agree to assume all responsibility for the weather-tightness of any work affecting the exterior walls or roof; the waterproofing of any portion of the Building's structure directly or indirectly affected by the Alteration; and for the maintenance and performance of all heating, plumbing, air-conditioning and other requirements installed or altered by me/us. I/we shall allow the waterproofing work to be inspected by the building staff/managing agent or other such experts to confirm the waterproofing work performed is satisfactory to the Apartment Corporation. I/we understand that the Apartment Corporation and its representatives shall be the sole arbiter in determining if the waterproofing is acceptable. If the Apartment Corporation's representatives do not deem the work to be satisfactory, I/we agree that I/we shall perform the work that has been requested by the Apartment Corporation's Representatives.
23. I/we hereby agree and understand that I/we will be responsible for informing my/our contractor(s) that they are responsible for complying with the lead-based paint regulations when scraping and sanding of painted surfaces greater than six (6) square feet is performed either in my/our apartment or in the common areas of the building outside my/our apartment. I/we hereby agree to hold the Apartment Corporation and Managing Agent harmless from any

responsibility, cost and expense associated with the compliance of the lead-based paint regulations and to indemnify the Apartment Corporation and Managing Agent from any lawsuit or legal cost and expense due to my/our failure to comply with such regulations.

24. Should the Alteration involve the enclosure of any heat or water pipes, or in any other way limit access to these pipes and if in the future, the Apartment Corporation has cause to damage or remove these impediments for the purpose of repair to said pipes or for any other purpose, I/we agree to pay for any extraordinary expenses the Apartment Corporation may incur in removing these impediments, and I/we shall assume all costs in restoring such.
25. I/we agree to take all precautions to prevent any/all damage to the Building, and I/we 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. I/we agree to take all responsibility for the maintenance and repair of any alterations and installations after completion. This responsibility covers all work, whether or not 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. If the operations of the Building, or any of its equipment, is adversely affected by the work, I/we shall, when so advised by the Apartment Corporation or Managing Agent, promptly remove the cause of the problem at my/our sole cost and expense.
26. I/we recognize that there will be no change in the operation of the building's heating system or air-conditioning system to facilitate the functioning of any heating or air-conditioning units I/we may be installing.
27. No work shall be done, except between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday. 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.
28. If for any reason, any Mechanic's Liens are filed for work claimed to have been done or materials alleged to have been furnished in connection with the Alteration, I/we agree, at my/our sole expense, to cause such Mechanic's Lien(s) to be discharged within 30 days after such filing, whether or not I am ultimately responsible or liable for payment of same. The Apartment Corporation may exercise all rights and remedies reserved to it in my/our Proprietary Lease to cause satisfaction of said Lien(s).
29. I/we shall provide insurance and indemnification as required in the "Shareholder's Indemnification & Insurance Agreement." By executing this Agreement, I/we undertake to indemnify and hold harmless the Apartment Corporation, the other Shareholders, the Managing Agent and the Tenants and Occupants of the Building, against any claims for damages to persons and property suffered as a result of the Alteration, whether or not caused by negligence, and any expenses (including, without limitation, attorney's fees and disbursements) incurred by the Apartment Corporation in connection therewith.

30. In granting the consent requested, I/we understand that the Apartment Corporation makes no representation as to the design, feasibility or efficiency of the Alteration or whether I/we will be able to obtain the required permits and certificates.
31. I/we acknowledge and agree that the Apartment Corporation 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.
32. I/we acknowledge and agree that all demolition work must be completed within (10) days after commencement. I/we acknowledge that the time periods contained herein are of essence of this agreement, and that the time periods may be extended only if the Apartment Corporation requests that no work be performed on specific dates; in such event the time for which completion is required hereunder will be extended by the number of days which the Apartment Corporation prohibits work from being performed.
33. I/we acknowledge and agree that if the work is not completed within the approved time period, the Board of Directors and/or the Managing Agent have the right to suspend all work and/or impose the following monetary damages. I/we agree to pay the Cooperative the following monetary damages:
 - a. If the work continues from one (1) to thirty (30) days after the date of the required completion, damages of \$250.00 for each working day will be payable.
 - b. If the work continues for more than thirty (30) days after the date of the required completion, additional damages of \$250.00 (for a total of \$500.00 per day) for each working day beyond the 30th day will be payable.
34. I/we acknowledge and agree that 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, within 90 days from the date of commencement, unless prior written approval for an extension of time is received.
35. If, after making any alterations or installing any equipment referred to herein, I/we shall seek to exercise my right to terminate my Proprietary Lease pursuant to paragraph 35 thereof, I/we 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.
36. I/we agree that this agreement **MAY NOT** be changed orally, and that this agreement shall be binding on you, me/us, and our personal representatives and authorized assigns.
37. I/we understand and agree that my/our 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

38. I/we agree that by entering into this Alteration Agreement and in consideration for the Apartment Corporation's consent to the requested Alteration, I/we hereby release the Apartment Corporation from its responsibilities under the Proprietary Lease in connection with work performed in the Apartment. I/we and all future owners of the shares allocated to the Apartment, shall henceforth be deemed responsible for all future maintenance, repairs and replacements that may be required in connection with or related to the requested Alteration, as well as any unauthorized alterations or other construction performed in the Apartment including, but not limited to, any maintenance, repairs, and/or replacements of or to any portion of the Building affected by the requested Alteration, any unauthorized alterations or other construction performed in the Apartment. I/we agree that whenever a contract or other agreement shall be entered into for the sale, transfer or assignment of the shares allocated to the Apartment, whether by operation of law or otherwise, each such subsequent shareholder shall, as part of such contract or other agreement, be informed in writing of my/our obligations hereunder, shall be provided a copy of the Plans and this Agreement, shall be required to assume all of my/our obligations hereunder as a condition to such sale, transfer or assignment, and shall be required to execute such documentation as may be required by the Apartment Corporation in connection therewith at or prior to closing. I/we shall, in addition, be responsible to provide copies of the Plans and this Agreement to the Purchaser.
39. I/we agree that I/we will bear the entire cost of alterations, renovations, and installations and pay all bills incurred in connection therewith not later than thirty days after completion of the work. This includes, but is not limited to, any and all costs, expenses, fees and professional engineer fees, and reasonable legal fees associated with the work.
40. I/we agree that this Alteration Agreement applies to the requested Alteration, any unauthorized alterations and any other construction performed in, to or affecting the Apartment, including but not limited to, any electrical work, plumbing work, structural changes, exterior work and any work performed to windows, window frames, sashes or sills.
41. All parties hereto shall be deemed to have participated in the review and/or preparation of this Agreement. Any rule of construction to the effect that ambiguities are to be resolved against the drafting party shall not apply in interpreting this Agreement. The language in this Agreement shall in all instances be interpreted as to its fair meaning and to strictly for or against any party.
42. I/we hereby warrant and represent that: I/we have carefully read this Alteration Agreement in its entirety; have had an adequate opportunity to consider it; have either consulted with an attorney of my/our own choosing or have had adequate opportunity to do so and have chosen

not to. I/we further warrant and represent that I/we understand all of its terms; fully understand my/our rights, obligations and responsibilities hereunder; voluntarily assent to all of the terms and conditions contained herein and are signing this Agreement voluntarily and without coercion, force or duress of any kind; and warrant and represent that I/we are not acting under any mental incapacity or emotional disability.

43. I/we hereby further agree to waive any and all claims that I/we might have against the Apartment Corporation that may arise as a result of or in connection with (a) the Apartment Corporation's advice to a potential Purchaser of the provisions of this Agreement and/or (b) the Apartment Corporation's refusal to consent to the transfer of the Apartment to a potential Purchaser unless and until such potential Purchaser has executed and delivered to the Apartment Corporation or its agent such documentation as the Apartment Corporation may require regarding the assignment and/or assumption of the obligations contained herein.

Read, understood and agreed to:

By: _____

By: _____

Date: _____

Approved Approved with Modification (see instruction) Not Approved

By: _____

Date: _____

MECHANIC'S LIEN WAIVER FORM
(To be completed by each contractor)

Dated: _____

Attention: Managing Agent of **10 Old Mamaroneck Rd., White Plains, NY 10605**

Re: Apartment# _____

Dear Sir/Madam:

The undersigned agrees that it will not make any claim against, or seek to recover from (a) _____ (the "Shareholder") or (b) Wesley House, Ltd. ("Apartment Corporation") or the Apartment Corporation's other shareholders, servants, agents, partners, guests, licensees, invites, tenants or employees (collectively, the "Indemnified Parties") for any damage to persons or property by the perils within the scope of the policies described in that certain alteration agreement between the Apartment Corporation and the Shareholder dated _____ unless the loss or damage is due to the carelessness or negligence of the Indemnified Party. The Indemnified Parties and all other occupants of the building shall be indemnified and held harmless against any and all liability, including legal costs and expenses, on account of loss of life or injury to any person or damage to property which occurs during or results from the performance of the work, unless such injury or loss or damage to the property is caused by carelessness or negligence of that indemnified Party. Sincerely,

(Name of Contractor)

Signature: _____

Print Name: _____

Title: _____

License# _____

A copy of my New York State License is attached.

INSURANCE/COI REQUIREMENTS

As a condition of doing business with/in Wesley House, Ltd. ("Apartment Corporation"), every Contractor or Vendor (including any Subcontractors) performing work on the premises of 10 Old Mamaroneck Rd., White Plains, NY 10605 (the "Location") MUST:

- I. provide insurance of the types and in not less than the limits set forth below (or in a greater amount if requested by the condominium or corporation). If the Contractor or Subcontractor is carrying higher limits than those limits set forth below, then those higher limits shall be deemed to be required. Each of the contractors and subcontractors shall maintain the insurance throughout the duration of its portion of the Work (and any warranty period given to the unit owner or shareholder by the contractor or the subcontractor)
 - a. 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.
 - b. Comprehensive Automobile Liability insurance with minimum limits of \$1,000,000 combined single limit each accident, including bodily injury and property damage liability for any owned, hired/borrowed and non-owned autos.
 - c. Workers' Compensation Employers Liability Insurance and any statutory state disability benefits law insurance including Occupational Disease in the minimum amounts as required by the jurisdiction where the work is performed.
 - d. Umbrella/Excess Liability insurance with a limit of \$5,000,000 per occurrence and a general aggregate of \$5,000,000. LOWER OR HIGHER LIMITS MAY BE REQUIRED OR APPROVED ON CASE BY CASE BASIS BY APPROVAL OF PROPERTY MANAGER.
- II. have the following entities named as Additional Insured in the Contractor's or Vendor's Commercial General Liability, Automobile and Umbrella/Excess Insurances. (For CGL on an Ongoing and Completed Operations basis using forms CG 2010/2037 or CG2037/CG2038) [CG2033 NOT ACCEPTABLE].

[the unit shareholder(s)], Wesley House, Ltd., its Board of Directors/Officers, and Managing Agent, inclusive of their directors, officers, agents, managing agent, managers, consultants, licensees, invitees, unit owners, shareholders, residents, tenants, staff and employees.
- III. 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.
- IV. by specific endorsement to its umbrella/excess liability policy, cause the coverage afforded to the Additional Insureds thereunder to be first tier umbrella/excess coverage above the primary

INSURANCE/COI REQUIREMENTS

coverage afforded to Additional Insureds and not concurrent with or excess to other valid and collectible insurance available to Additional Insureds.

- V. ensure that Contractor's insurance policies required herein contain a waiver of subrogation in favor of the Additional Insureds.
- VI. ensure that Contractor's insurance policies provide coverage including labor law, employer liability and action over coverage/contractual liability, without limitations or restrictions as to the scope of work, height of building, number of stories or gravity related injuries.
- VII. on each occasion prior to the commencement of work at the Location, provide Property Manager with, at a minimum:
 - a. a then-current Certificate of Insurance meeting the requirements set forth above and as indicated on the sample Certificate of Insurance provided; each insurance policy or certificate of insurance rejected by the condominium or corporation shall be corrected as necessary and shall be resubmitted until approved. Failure to reject a certificate or a policy shall not relieve the contractor of the obligation to provide insurance in accordance with this agreement.
 - b. a completed Acord 855-NY;
 - c. a fully-executed copy of this Insurance/COI Requirements and Contractor Indemnification and Insurance Agreement; and any additional documentation requested by Property Manager.
- VIII. **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 at www.garthchesterrealty.com. (This list is not exhaustive.) 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.

Contractor or Vendor or Subcontractor warrants that:

- I. Its insurance coverage is primary and non-contributory to the Additional Insureds and grants such parties a waiver of subrogation;
- II. the commercial general liability insurance and umbrella/excess insurance procured by Contractor or Vendor or Subcontractors do not contain any Action Over exclusion clauses;
- III. the insurance certificates shall provide that the said insurance may not be canceled, terminated or modified without ten (10) days' written advance notice thereof to the Apartment Corporation;
- IV. the contractor shall promptly furnish the Apartment Corporation with copies of any endorsements subsequently issued amending insurance coverage or limits;

INSURANCE/COI REQUIREMENTS

- V. the Completed Operations Coverage is to extend for a period of at least one year following termination of the Work and Contractual Indemnity Coverage is also to extend for at least one year following termination of the Work.

In the event of the failure of the contractor to furnish and maintain such insurance, the Apartment Corporation shall have the right, at its option, at any time:

- (a) to revoke permission to perform the work and to deny entry into the Building of all workers, except that if such workers are escorted by a member of the Building's staff, they shall be permitted to remove their tools and supplies, or
- (b) to take out and maintain the said insurance for and in the name of the Apartment Corporation, and, in such a case, the unit shareholder agrees to pay the cost thereof and to furnish all information and consents necessary to permit the Apartment Corporation to take out and maintain such insurance for and in the name of the Apartment Corporation.

Compliance with the foregoing requirements to carry insurance and furnish certificates shall not relieve the unit shareholder from liability assumed under any provisions of this Agreement.

The contractor's insurance policy shall also contain in substance the following endorsement:

This insurance shall not be invalidated should the insured waive, in writing, prior to a loss, any or all right of recovery against any party for the loss occurring to the property described herein.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

INSURANCE/COI REQUIREMENTS

Nothing in this Rider shall constitute a waiver of or limitation of any other rights or remedies the Apartment Corporation may have for consequential damages or otherwise.

Apartment Shareholder:

Print Name

Name/Title of Authorized Signatory

Signature of Authorized Signatory

Date

Contractor or Vendor:

Print Contractor Name

Name/Title of Authorized

Signature of Authorized Signatory

Date

Property Manager:

Print Property Manager Name

Name/Title of Authorized Signatory

Signature of Authorized Signatory

Date

Apartment Corporation:

Print Name

Name/Title of Authorized Signatory

Signature of Authorized Signatory

Date

SHAREHOLDER'S INDEMNIFICATION & INSURANCE AGREEMENT

Whereas _____ ("Shareholder") is and will be performing renovation work in Unit No. _____ within at Wesley House, Ltd. ("Corporation") located at 10 Old Mamaroneck Rd., White Plains, NY 10605, managed by Garthchester Realty ("Managing Agent"), pursuant to 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 the Corporation, its Board of Directors, Officers, Staff, Residents, Other Shareholders 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 injury 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 individuals, their agents, servants, subcontractors or employees, hired or employed by Shareholder at premises owned by Shareholder and/or the common areas of the Corporation. This agreement to indemnify specifically contemplates (1) full indemnity in the event of liability imposed against the Corporation, its Board of Directors, Officers, Staff, Residents, Other Shareholders, 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 Cooperative, its Board of Directors, Officers, Staff, Residents, Other Shareholders 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. 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 the Corporation, its Board of Directors, Officers, Staff, Residents, Other Shareholders, and/or Managing Agent and their respective insurers, which would have otherwise been paid by the Shareholder's 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, its Board of Directors/Officers, and Managing Agent, inclusive of their directors, officers, agents, managing agent, managers, consultants, licensees, invitees, other shareholders, residents, tenants, staff and employees, 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 and to contain a waiver of subrogation in favor of 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 in Unit No. _____ for _____ ("Shareholder") at Wesley House, Ltd. ("Corporation") located at 10 Old Mamaroneck Rd., White Plains, NY 10605, managed by Garthchester Realty ("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 \$1,000,000; (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/excess liability insurance with a limit of \$5,000,000 per occurrence and a general aggregate of \$5,000,000. Contractor shall, by specific endorsements to its primary and umbrella/excess liability policy, cause Shareholder, Corporation, its Board of Directors/Officers, and Managing Agent, inclusive of their directors, officers, agents, managing agent, managers, consultants, licensees, invitees, unit owners, shareholders, residents, tenants, staff and employees, to be named as Additional Insureds for both ongoing and completed operations by Contractor or any of its subcontractors or agents. 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 thereunder to be first tier umbrella/excess coverage above the primary coverage afforded to additional insureds and not concurrent with or excess to other valid and collectible insurance available to additional insureds. Contractor's insurance policies required herein shall contain a waiver of subrogation in favor of the additional insureds and shall provide insurance for the Project with coverage including labor law, employer liability and action over coverage/contractual liability, without limitations or restrictions as to the scope of work, height of building, number of stories or gravity related injuries.

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_____

CONSENT TO RELEASE INSURANCE POLICIES

Contractor Name: _____

Contractor's Insurance Broker Information:

Company Name: _____

Contact Name: _____

Contact Phone: _____

Contact Email: _____

I am the Contractor listed above. Contractor is and/or will be performing Work for Shareholder _____ at 10 Old Mamaroneck Rd, White Plains, NY 10605, Unit _____. The Apartment Corporation's insurance broker will be reviewing the insurance policies purchased by the Contractor. The review will be completed by Christopher Scotto and PF Northeast Brokerage.

Contractor has purchased and/or will purchase Insurance Policies ("Insurance Policies") from the Insurance Broker listed above.

This is a consent for release of all Insurance Policies, including subsequent renewals, that have been placed by Contractor's Insurance Broker for the benefit of Contractor. I hereby authorize my Insurance Broker to release and discuss my Insurance Policies with Christopher Scotto and PF Northeast Brokerage. I understand the requested or provided information is needed to determine my eligibility to work in the building and I am giving permission to my insurance broker to disclose my Insurance Policies, including any relevant information.

These Insurance Policies may be released via mail, fax, written correspondence, telephone, email, or in-person communication. I also understand that I have the right to revoke this consent, but that my revocation is not effective until delivered in writing to Christopher Scotto (christopher.p.scotto@gmail.com).

CONTRACTOR:

Signature: _____

Name: _____

Title: _____

Date: _____

Email: _____



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 INSURER(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: BROKER CONTACT	
	PHONE (A/C, No, Ext): BROKER PHONE	FAX (A/C, No): BROKER FAX
	E-MAIL ADDRESS: BROKER EMAIL	
	INSURER(S) AFFORDING COVERAGE	
INSURED NAME OF INSURED (MUST MATCH SIGNED CONTRACT) FULL ADDRESS OF INSURED	INSURER A : AUTHORIZED INSURANCE COMPANY	NAIC #
	INSURER B : [AM BEST (A-) OR BETTER]	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR ☒ CONTRACTUAL LIABILITY GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	GL 12345	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 \$
	AUTOMOBILE LIABILITY ☒ ANY AUTO ALL OWNED AUTOS ☒ HIRED AUTOS ☒ SCHEDULED AUTOS NON-OWNED AUTOS	Y	Y	AUTO 12345	CURRENT	CURRENT	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☒ EXCESS LIAB ☒ DED ☐ RETENTION \$ ☐	Y	Y	UMBRELLA 12345	CURRENT	CURRENT	EACH OCCURRENCE \$5,000,000 AGGREGATE \$ 5,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A	Y	WC12345	CURRENT	CURRENT	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Shareholder, Wesley House Ltd., its Board of Directors/Officers and Garthchester Realty, Ltd., inclusive of their directors, officers, unit owners, shareholders, residents, tenants, staff and employees are named as Additional Insureds for both ongoing and completed operations by contractor and/or 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. Liability policies shall have NO limitation or exclusions for injuries to employees, subcontractor employees, location or type of work performed.

CERTIFICATE HOLDER

CANCELLATION

WESLEY HOUSE, LTD c/o GARTHCHESTER REALTY, LTD 440 MAMARONECK AVENUE HARRISON, NY 10528	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

© 1988-2014 ACORD CORPORATION. All rights reserved.