

INSURANCE/COI REQUIREMENTS
and
HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

As a condition of doing business with _____ (“Unit Owner” OR “Building Owner”), every Contractor or Vendor (Including any Subcontractors) performing work on the premises of _____ (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. Contractors or Subcontractors insurance coverage is primary and non-contributory to Building Owner, Unit Owner and Property Manager, and grants such parties a waiver of subrogation; and no diminution of limits of insurance will be permitted. 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 using an industry standard unmodified coverage form including contractual liability with minimum limits of \$2,000,000 each occurrence, \$4,000,000 aggregate with either per project or per location endorsement for property damage and bodily injury
 - 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 on an occurrence basis following the form of the primary coverage or coverage as broad as or no less restrictive than the primary commercial general liability policy. The minimum limits shall be Five Million (\$5,000,000) per occurrence and in the policy aggregate. 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:
 - a. Unit Owner (If Any): _____
 - b. Building Owner (MUST BE COMPLETED: _____ its officers, directors and unit owners or shareholders, its engineer, the managing agent and the occupants of the building (the “Indemnified Persons”)
 - c. Property Manager (MUST BE COMPLETED: _____ its officers, directors and unit owners or shareholders, its engineer, the managing agent and the occupants of the building (the “Indemnified Persons”)
- III. on each occasion prior to the commencement of work at the Location on behalf of Apartment Owner or Building Owner, 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 Hold Harmless and Indemnification Agreement; and any additional documentation requested by Property Manager.

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Contractor or Vendor or Subcontractor warrants that:

- II. its insurance coverage is primary and non-contributory to Building Owner, Unit Owner and Property Manager, and grants such parties a waiver of subrogation; and
- III. the commercial general liability insurance and excess insurance procured by Contractor or Vendor or Subcontractors do not contain any Third-Party Action Over exclusion clauses.
- IV. 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 condominium or corporation.
- V. The contractor shall promptly furnish the condominium or corporation with copies of any endorsements subsequently issued amending insurance coverage or limits.
- VI. The Completed Operations Coverage is to extend for a period of one year following termination of the Work and Contractual Indemnity Coverage is also to extend for one year following termination of the Work

In the event of the failure of the contractor to furnish and maintain such insurance, the condominium or 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 condominium or corporation, and, in such a case, the unit owner or shareholder agrees to pay the cost thereof and to furnish all information and consents necessary to permit the condominium or corporation to take out and maintain such insurance for and in the name of the condominium or corporation.

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

Further, contractor agrees that, to the fullest extent permitted by law, it will indemnify, hold harmless and defend, at its expense, the building owner, the condominium or corporation, the unit owner or shareholder and the managing agent, tenants/occupants ("indemnitees") against all losses, lawsuits, actions, proceedings, costs, liabilities, expenses and damages, including, without limitation, reasonable attorney's fees and disbursements relating to death, personal injuries or property damage (including the loss of use thereof) arising out of or in connection with any acts or omissions of contractor or subcontractors its agents or employees, including any judgment, award or settlement and any and all costs and expenses related thereto, including, without limitation, court costs and fees, and the costs and expenses of defending and monitoring the foregoing, using counsel reasonably acceptable to the condominium or cooperative and the unit owner or shareholder. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Indemnitees 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 Indemnitees 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.

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.

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

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Apartment Owner (If Any):

Print Name

Name/Title of Authorized Signatory

Signature of Authorized Signatory
Signatory

Date

Contractor or Vendor:

Print Contractor Name

Name/Title of Authorized Signatory

Signature of Authorized Signatory

Date

Building Owner:

Print Building Owner Name

Name/Title of Authorized Signatory

Signature of Authorized

Date

Property Manager

Print Property Manager Name

Name/Title of Authorized Signatory

Signature of Authorized Signatory
Signatory

Date

OTHER (If Any)

Print Name

Name/Title of Authorized Signatory

Signature of Authorized Signatory

Date

OTHER (If Any)

Print Name

Name/Title of Authorized Signatory

Signature of Authorized

Date