



370 WESTCHESTER AVE. CORP.
PORT CHESTER, NY 10573

ALTERATION / RENOVATION APPLICATION PACKET

See House Rules section
"Alterations and Renovations"
for renovation procedures

ALTERATION / RENOVATION APPLICATION

Shareholder's Name: _____ Apt. No. _____

Address: _____

(if different from building location)

Telephone No. (Home/Cell): _____ (Work): _____

Project Start-up Date: _____ Expected Completion Date: _____

Enter the information requested for each contractor that will be engaged in the project for which approval is requested:

Name of Contractor:	
Address:	
Contractor Type:	<input type="checkbox"/> Plumbing <input type="checkbox"/> Electrical <input type="checkbox"/> Other (specify)
License No.	
Indicate Insurance Coverage:	<input type="checkbox"/> Contractor Liability <input type="checkbox"/> Workers Compensation <input type="checkbox"/> Other (specify)

Name of Contractor:	
Address:	
Contractor Type:	<input type="checkbox"/> Plumbing <input type="checkbox"/> Electrical <input type="checkbox"/> Other (specify)
License No.	
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License No.	
Indicate Insurance Coverage:	<input type="checkbox"/> Contractor Liability <input type="checkbox"/> Workers Compensation <input type="checkbox"/> Other (specify)

This application must be accompanied by documents listed on next page in "Documents required for alteration / renovation approval" section.

ALTERATION / RENOVATION APPLICATION INSTRUCTIONS

Introduction:

Any shareholder that is planning a renovation within his/her apartment unit must complete this application packet. It has been developed to facilitate shareholder's compliance with House Rules relating to alteration / renovation procedures. The completed application and documentation must be filed with Management at least 30 business days (4 full weeks) prior to the intended renovation date. This will give ample time to review, clarify, and obtain adequate documentation required by the Co-op.

The Board will consider reviewing a request for renovation only when a complete application packet is submitted with required supporting documentation. If deemed necessary, the Board may request more documentation before granting approval.

Shareholders may not start alteration / renovation within their units without proper authorization.

Apartment components that are Co-op property, e.g., windows, entry door and saddle, inside-the-wall plumbing or heating elements, may not be altered in any way without a written authorization from the Board. The Co-op will prepare a release statement for the shareholder to sign when alterations or replacement of Co-op property are involved. The shareholder becomes responsible for any damages caused to other apartments by such alterations or replacements. The shareholder is then responsible for maintaining such alterations/replacements in good repair. This responsibility will be passed to buyers of the unit since they will take possession of the apartment "as is" and thereafter will assume responsibility for any future problems caused by the renovation.

Shareholders wishing to use a hired dumpster for disposal must include this need in their application before starting the work as the approval will include a restriction on the duration that the dumpster may remain in the parking lot and the charges imposed for use of the parking lot.

Documents required for alteration / renovation approval:

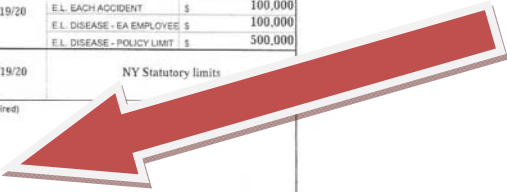
1. A completed Alteration / Renovation Application.
2. A detailed description of the scope of work intended in the apartment attached to the completed application. The contractor's proposal signed by contractor and shareholder may be used.
3. Drawing(s), if necessary, to explain any alterations to closets, access doors relocations or partial or total wall demolitions.
4. Work scope for each contractor listed on the application (e.g." carpenter, electrician, plumber, etc.).
5. Deposit in the amount of \$250 to be used toward any damage to the common area or for any violations of the Renovation Rules. The posted amount of \$250 is not a limit on resident's responsibility. If no damage is caused during renovations and renovation rules were followed, the deposit will be returned after completed renovation is inspected and approved by the Managing Agent/Co-op.
6. Certificates of Insurance for each contractor and any subcontractor he hires naming as additional insured or certificate holders: 1) **370 Westchester Ave. Corp.**, 2) **Gramatan Management Inc.** and 3) **the specific shareholder** by name (see sample on next page).

Required Insurance:

- Commercial (Contractor) Liability.
- Worker's compensation.

**370 WESTCHESTER AVE. CORP.
PORT CHESTER, NY 10573**

	CERTIFICATE OF LIABILITY INSURANCE	DATE (MM/DD/YYYY) 03/12/2012																																																																																																																																																		
<p>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.</p>																																																																																																																																																				
<p>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).</p>																																																																																																																																																				
PRODUCER Insurance Brokerage, Inc.	CONTACT NAME: Phone: _____ FAX: (718) 386-4293 E-MAIL: insurance@ellaholding.com ADDRESS: _____	INSURER(S) AFFORDING COVERAGE INSURER A: Preferred Contractors Ins Co RRG L.L.C. INSURER B: NorGuard Insurance Company INSURER C: The First Rehabilitation Life Insurance INSURER D: _____ INSURER E: _____ INSURER F: _____																																																																																																																																																		
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7. Waiver of Subrogation Endorsement (if page 2 is attached to any Certificate of Insurance).
8. Each Contractor must execute a Contractors Indemnity Agreement with the Co-op.
9. A copy of each contractor's Westchester County license must accompany the application.

Approval and information shareholders must share with contractors:

1. The Board will review the request and provide a written authorization of the work scope.
2. Any exceptions to the submitted proposal will be noted on the written authorization.
3. Shareholders are responsible for informing contractors about the work hours and work rules that they must observe during renovations as per Co-op House Rules.
4. Shareholders must ensure that contractors, including painters, are registered with the building staff on the first day when they come to work and before any work is performed in their apartment.

Questions and other changes to the proposed plan:

1. Questions regarding this process must be directed to Management.
2. Changes to the approved plan involving additional renovation, substitution of contractors, or added contractors will require the completion of another application to specify the additional work and to provide information on the new contractors. New contractors must provide proof of insurance and any license as listed above.

CONTRACTOR'S WORK RULES

(SHAREHOLDERS TO PROVIDE RULES TO CONTRACTORS)

1. All contractors/workers must register with building staff on the first day of work and before any work is performed in the unit.
2. Work is permitted from **8:00am to 5pm** Monday – Saturday. **It is prohibited all day on Sundays and legal holidays.**
3. The parking lot entrance in the rear of the building must be used to gain access to and exit from the building at all times. The shareholder should provide an access key to the contractor so that the access doors are not blocked and kept open during the alteration / construction.
4. Contractor's vehicles must park in the rear of the parking lot facing the retaining wall. Use the rear door access area and/or adjacent area to discharge materials only.
5. If it becomes necessary to shut off the water, gas supply, or electricity for the building or for any part of the building during the renovation work, arrangements must be made with the Managing Agent and/or building staff at least five (5) days in advance so that any affected residents and commercial tenants may be notified of the hours during which the utilities will be shut off.
6. All rubble and rubbish must be carted away from the building. Construction debris may never be deposited in the building dumpster, placed down the compactor chute or left anywhere on the property.
7. The use of elevators for transporting materials or for removal of construction debris from the apartment must be previously arranged with the building staff so that it will not interfere with other building needs. Padding of the elevator will be required to protect the cabins.
8. Contractors must use drop cloths or masonite boards to protect hallways from dirt and debris.
9. Contractors are responsible for any cleanup needed in the common areas, i.e., elevators, hallways and/or stairways, relating to the disposal of construction debris. The Co-op will charge the shareholder for the cost of any cleanup relating to construction debris in common areas.
10. Contractors may not install equipment which will overload the existing wiring or plumbing in the building. Contractors may not make use of electrical outlets available in the building hallways.
11. If bulk items, e.g., appliances, kitchen cabinets, rugs, or bathroom fixtures, are to be disposed utilizing the Village pickup services, such items must be placed at curbside on the designated night unless there is a holiday that week (in which case Village bulk removal is suspended). Do not use the dumpster in the rear of the building to dispose of construction debris or carpeting. Do not place bulk items (appliances, kitchen cabinets, rugs or bathroom fixtures) adjacent to the dumpster. **Consult with the Building Staff to make sure pickup services will be available and that the quantity to be placed at curbside will be acceptable to the Village.**

370 WESTCHESTER AVE. CORP.
PORT CHESTER, NY 10573

CONTRACTOR'S INDEMNITY

THIS AGREEMENT made this _____ day of _____ 20_____, by and between 370 Westchester Ave. Corp., with offices located at c/o Gramatan Management, Inc., 2 Hamilton Avenue, New Rochelle, NY 10801 ("Owner") and _____, with offices located at _____ ("Contractor").

WHEREAS, Contractor has been hired by _____ ("Shareholder") shareholder and owner of Apt. _____ at 370 Westchester Avenue, Port Chester, NY 10573 ("Premises") to make certain repairs and improvements in the Premises, particularly described and set forth as "Work"; and

WHEREAS, Contractor desires to obtain authorization from Owner to perform the Work in the Premises.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree that:

1. Contractor has delivered to Owner and Shareholder copies of all insurance policies and/or certificates of insurance in form and substance as requested by them.
2. Contractor represents to Owner and Shareholder that it is a licensed home improvement contractor as required by Article XVI (Licensing of Persons Engaged in Home Improvement Business) of the Westchester County Consumer Protection Code.
3. Contractor agrees to and hereby does indemnify and hold harmless Owner and Shareholder, their agents, servants and employees, from and against any and all claims, damages, injuries, causes of action and the like, including costs, expenses and attorney's fees, by itself, its agents, servants and employees, and any of its subcontractors and vendors, whether employed by Contractor or otherwise, arising out of any act, omission, accident or event relating to the Work, unless such act, omission, accident is due solely to the negligence of Owner or Shareholder.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the year and date first above stated.

Contractor

370 Westchester Ave. Corp.

CONTRACTOR - SHAREHOLDER AGREEMENT

WHEREAS, Contractor has been hired by _____ ("Shareholder") shareholder and owner of Apt. _____ at 370 Westchester Avenue, Port Chester, NY 10573 ("Premises") to make certain repairs and improvements in the Premises, particularly described and set forth as 'Work'; and

WHEREAS, Contractor desires to obtain authorization from Owner to perform the Work in the Premises.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto agree to the following:

1. CONTRACTOR has sought appropriate professional advice, as he feels necessary, regarding CONTRACTOR'S obligations and rights under any and all local, state and federal laws and enters into this agreement voluntarily.
2. Contractor represents to Owner and Shareholder that it is a licensed home improvement contractor as required by Article XVI (Licensing of Persons Engaged in Home Improvement Business) of the Westchester County Consumer Protection Code.
3. CONTRACTOR is an independent contractor and not an employee of 370 Westchester Ave. Corp.
4. If CONTRACTOR has any employees, CONTRACTOR certifies that Worker's Compensation Insurance has been purchased, will maintain Worker's Compensation insurance, and CONTRACTOR will provide 370 Westchester Ave. Corp. with appropriate documentation as required. If this business has any other owners, partners and/ or executive officers they are either insured or have themselves executed a copy of this document.
5. CONTRACTOR acknowledges that CONTRACTOR may purchase a Worker's Compensation plan, insurance or otherwise, insuring any of the owners, partners and/ or executive officers but has elected NOT to do so as allowed by law, and CONTRACTOR assumes all risks, as a result of this decision.
6. CONTRACTOR certifies that it has complied with all local, state and/ or federal laws and regulations, as well as all requirements under any Worker's Compensation policies that CONTRACTOR purchases including any jurisdictional filings, notices and/ or other actions that are necessary.
7. In consideration for 370 Westchester Ave. Corp. suspending its requirements that CONTRACTOR provides Worker's Compensation coverage for the owners, partners and/ or executive officers, CONTRACTOR waives any and all rights that it may have under statute or common law, court interpretation or decision, administrative rule or any other legal theory available to claim to be an employee of 370 Westchester Ave. Corp. for the purpose of collecting any benefits including but not limited to, Worker's Compensation benefits.
8. I and my company will indemnify, defend and hold 370 Westchester Ave. Corp. harmless from any and all claims, demands and / or actions arising out of or in any way relating to (1) any work performed for _____, 2) my failure to comply with any law or regulation or (3) CONTRACTOR'S election not to purchase Worker's Compensation for CONTRACTOR or any partners, executive officers, etc. CONTRACTOR represents that it has full and complete authority to agree on behalf of CONTRACTOR, partners, executive officers or company, to this provision requiring indemnification of 370 Westchester Ave. Corp. by CONTRACTOR. In the event behalf of CONTRACTOR, partners, executive officers or company, breaches this or any other provision of this agreement, CONTRACTOR agrees to pay all of 370 Westchester Ave. Corp. attorney's fees and costs in any action by 370 Westchester Ave. Corp. to enforce the terms of this agreement.
9. I acknowledge that 370 Westchester Ave. Corp. may withdraw the suspension of its requirement of Worker's Compensation insurance for Owners, Partners and/ or Executive Officers at any time, at its sole discretion, and can require me to obtain such insurance. If I fail to do so, 370 Westchester Ave. Corp. has the right to declare any contracts in default and cancel any work under these agreements without compensation.

For Contractor / Vendor:

Name: _____ Signature: _____ Date: _____

Company: _____ Witness: _____ Date: _____