

32 Gramercy Park Owners Corp.
INDEMNIFICATION AND INSURANCE REQUIREMENT AGREEMENT/CONTRACT

Whereas _____ (“Contractor”) will perform work for **32 Gramercy Park Owners Corporation**, (the “Owner”), at 32 Gramercy Park South, New York, New York (the “Location”), the “Contractor” hereby agrees:

INDEMNIFICATION AGREEMENT

Owner shall not be liable for any loss or casualty incurred by or to the Contractor except as expressly set forth below. The contractor assumes all risk of loss for all of its work regardless of whether the Contractor had previously been paid for it. The Owner is not responsible to provide any protective or other service for the Contractor’s benefit. To the fullest extent allowable by law, Contractor shall indemnify, defend, and hold harmless the Owner its members, managers, employees and anyone directly or indirectly associated with the Owner, and First Service Residential, from any and all direct and third-party claims, causes of action, suits, damages, liabilities, losses, and expenses, including but not limited to attorney’ fees, costs, court costs and expenses, of whatever nature, arising from or in connection with the Contractor’s work, including all claims relating to its subcontractors, suppliers or employees, or by reason of any claim or dispute of any person or entity for damages from any cause directly or indirectly relating to any action or failure to act by the Contractor, its representatives, employees, subcontractors, suppliers or other persons engaged by any of them to perform the work. Expenses recoverable as part of this indemnification shall include, but not be limited to, all attorneys’ fees, court costs and expenses incurred in enforcing Contractor’s indemnity obligations hereunder. The Contractor acknowledges that specific consideration has been received by it for this Indemnification. These obligations to defend, indemnify, and hold harmless shall be valid and binding regardless of any claims, allegations or findings of negligence against any indemnified party, including but not limited to the Owner, but shall not apply if the claim results solely from the negligence of an indemnified party. Notwithstanding anything to the contrary contained in the foregoing, it is intended that this Indemnification be constructed to be limited by provision of Section 5-322.1 of the General Obligations Law of the State of New York, but only to the extent this Indemnification is inconsistent with the provisions of said Section 5-322.1. Furthermore, this Indemnification shall not be limited by a limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor (or any subcontractor) under worker’s compensation acts, disability benefits acts, or other employee benefits acts. Contractor shall keep the Location free of all liens representing claims which purport to be based on any services or material allegedly provided at the request or on the authority of the Contractor or any of its subcontractors.

INSURANCE PROCUREMENT

The Contractor shall maintain insurance, as described herein, until final acceptance of the work unless a longer period is hereinafter set forth and/or required under any agreement between the Contractor and the Owner. As required by this Agreement/Contract, and evidenced by a certificate of insurance and endorsements to its policies, copies of which are herewith attached, contractor shall name Owner, its members, managers, employees and anyone directly or indirectly associated with the Owner and First Service Residential as Additional Insureds, on a “primary/non-contributory” basis, with limits of no less than \$1,000,000 per Occurrence/\$2,000,000 Aggregate on a “per project” basis (covering premises and operations liability, products/completed operations (for at least 12 months after acceptance of the work), broad form property damage, broad form contractual liability, personal injury, and independent contractor’s liability) and Umbrella Liability policy, with limits of no less than **\$5,000,000** per Occurrence/Aggregate, (and Pollution Liability and Professional Liability policies, if applicable). Contractor further agrees to maintain workers compensation and disability insurance in accordance with the laws of the State of New York, and to maintain automobile liability insurance covering owned, and hired and non-owned vehicles, with limits of no less than \$1,000,000. All deductibles and self-insured retention amounts shall be assumed by, for the account of, and at the Contractor’s sole risk and expense. The Contractor’s obligation to obtain coverage for the parties identified above as Additional Insureds is intended to and shall constitute a binding promise made by the Contractor directly to the Owner and such other identified parties and, upon the execution of this Agreement/Contract by the Contractor, shall constitute a binding contractual obligation signed by the party against whom enforcement is sought enforceable by Owner and each such identified parties under Section 5-701 of the General Obligation Law of the State of New York irrespective of whether all or any of such parties have executed this Agreement/Contract.

SUBCONTRACTORS

Contractor agrees to require its subcontractors, if any, to indemnify Owner in accordance with the Indemnification Section of this Agreement/Contract, and to require its subcontractors to adhere to the Insurance Requirements Section of this Agreement/Contract.

Agreed by, **Contractor**

Owner

Authorized Signature

Dated

Authorized Signature

Dated

Printed Name

Title

Printed Name

Title

Contractor Insurance Endorsement

ADDITIONAL INSURED – CONTRACTORS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization, Building Name, & Mgmt company:

1. **Your Name**
2. **32 Gramercy Park South Owners Corp.**
3. **First Service Residential, Inc.**

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of “your work” for that insured by or for you.

It is further agreed that such insurance as is afforded by this policy for the benefit of the Additional Insured shown shall be primary insurance, and any other insurance maintained by the Additional Insured shall be excess and non-contributory, but only as respects any claim, loss or liability arising out of the operations of the Named Insured, and only if such claim, loss or liability is determined to be solely the negligence or responsibility of the Named Insured.



CERTIFICATE OF LIABILITY INSURANCE

SAMPLE
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 INSURERS(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: FULL NAME OF CONTACT
	PHONE (A/C, No, Ext): PHONE OF CONTACT FAX (A/C, No): FAX OF CONTACT
	E-MAIL ADDRESS: EMAIL ADDRESS OF CONTACT
	INSURER(S) AFFORDING COVERAGE
	INSURER A: CARRIER 1 - AM BEST (A-) OR BETTER NAIC # INSURER B: INSURER C: INSURER D: INSURER E:

INSURED

NAMED OF INSURED
(MUST MATCH SIGNED CONTRACT)
FULL CURRENT ADDRESS OF CONTACT

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.

INSURER	TYPE OF INSURANCE	ADDL INSUR	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	GENERAL LIABILITY	X	X	\$2,000,000 / \$2,000,000 MINIMUM	CURRENT	CURRENT	EACH OCCURRENCE \$2,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea Occurrence) \$100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						MED EXP (Any one person) \$5,000
	<input checked="" type="checkbox"/> Blanket Contractual Liability						PERSONAL & ADV INJURY \$2,000,000
	GEN' AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE \$2,000,000
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input checked="" type="checkbox"/> LOC						PRODUCTS-COMP/OP AGG \$2,000,000
A	AUTOMOBILE LIABILITY	X	X	\$1,000,000 MINIMUM	CURRENT	CURRENT	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per Person) \$
	<input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS						BODILY INJURY (Per accident) \$
	<input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident) \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR			SEE AGREEMENT MINIMUM	CURRENT	CURRENT	EACH OCCURRENCE See agreement
	<input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE						AGGREGATE See agreement
	DED RETENTION \$						
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	N/A	X	\$1,000,000 MINIMUM NEW YORK STATE DISABILITY - Statutory	CURRENT	CURRENT	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER STATUTORY LIMITS
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. EACH ACCIDENT \$1,000,000
							E.L. EACH ACCIDENT - EA EMPLOYEE \$1,000,000
							E.L. DISEASE - POLICY LIMIT \$1,000,000

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

32 Gramercy Park Owners Corporation and First Service Residential, Inc. are named as additional insureds (policy form CG201011/85 or equivalent) for ALL operations by Contractor or by 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, their agents and employees. Liability policies shall have NO Limitation or exclusions for injuries to employees, subcontractor employees, location or type of work performed.

CERTIFICATE HOLDER:

32 Gramercy Park Owners Corporation c/o First Service Residential, Inc. 575 Fifth Ave. New York, NY 10017	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	MUST BE SIGNED AUTHORIZED REPRESENTATIVE