

Insurance Information and Requirements for Owners Odell Clark Place Condominium 1

Indemnity Requirements:

- Anyone you hire to work in your apartment must complete the Condominium's **Indemnification Agreement** before any work begins (see below). This includes all companies you hire to provide workers in your apartment such as plumbers, carpenters, movers, HVAC technicians etc. It also includes any individual person you hire to work in your apartment, such as an individual contractor, domestic workers including cleaners and nannies, and anyone else. You must provide the completed Indemnification Agreement to Management and have it approved before any work begins in your apartment.
- All companies providing workers must be insured. You must provide proof of this **insurance** to Management, and receive approval, before any work is undertaken in your apartment. Normally this proof would be a Certificate of Insurance (COI). Additional proof of adequate insurance may be requested by Management.
- Larger projects, such as renovations or remodeling, will require review of the contractor's full insurance policies (not just a COI) and may have supplementary requirements. An **Alteration Agreement** will also be required.
- All owners are required to maintain both liability and property insurance on their unit. The current minimum **liability insurance** required for each unit is \$500,000.

INDEMNIFICATION AGREEMENT
Odell Clark Place Condominium 1

CONDOMINIUM'S INFORMATION	CONTRACTOR'S INFORMATION
Name: Odell Clark Place Condominium 1	Name:
Mailing Address: c/o Merlot Management 201 West 91 St, suite 1D, NYC 10024	Mailing Address:
Building Address: 2373 Adam Clayton Powell Jr Blvd, New York, NY 10030	
Managing Agent: Merlot Management	

To the fullest extent permitted by law, the Contractor named above ("Contractor") shall indemnify, defend and hold harmless the Board of Managers of the Condominium named above ("Condo"), and the Managing Agent named above ("Condo's Managing Agent"), and their respective principals, partners, members, officers, directors, shareholders, managers, unit owners, agents, employees, servants, successors and assigns, as the case may be and in their respective capacities as such (collectively, the "Indemnified Parties"), from and against any and all claims, suits, damages, liabilities, professional fees, including but not limited to attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including the loss of use thereof) arising out of or in connection with the performance of the work of the Contractor, its agents, employees, subcontractors or servants at the Building Address indicated above, which building is the subject of a condominium regime managed under the direction of the Condo (the "Premises"). Contractor's agreement to indemnify the Condo, the Condo's Managing Agent, and the other Indemnified Parties, as set forth above, specifically contemplates (i) full indemnity in the event of liability imposed against the Condo, the Condo's Managing Agent, or any of the other Indemnified Parties without negligence and solely by reason of statute, operation of law, or otherwise, and (ii) partial indemnity in the event of any actual negligence on the part of the Condo, the Condo's Managing Agent, or any of the other Indemnified Parties causing or contributing to the underlying claim, in which event, Contractor's indemnification will be limited to any liability imposed over and above the percentage attributable to the Condo, the Condo's Managing Agent, or the other Indemnified Party's actual fault.

Date: _____

SIGNATURE OF OWNER:

SIGNATURE OF CONTRACTOR:

Print Name: _____
Apartment Number: _____

Print Name: _____
Print Title: _____

SIGNATURE FOR THE MANAGING AGENT:

Print Name: _____
Print Title: _____

Liability Insurance Requirements Odell Clark Place Condominium I

In addition to signing the Condominium's Indemnity Contract, Contractor shall, at its sole cost and expense, procure and maintain during the performance of all work at the Premises, Worker's Compensation and Disability insurance as required by law and General Commercial Liability insurance with limits not less than \$1,000,000 per occurrence, such that said insurance is sufficient to protect the Condo and the Condo's Managing Agent in the event of any loss suffered as a result of Contractor's performance of the work at the Premises. All of the insurance policies required to be maintained by Contractor pursuant to this Agreement shall (i) be maintained on a primary and non-contributory basis, regardless of any insurance available to any of the Indemnified Parties, (ii) name each of the Indemnified Parties as an additional insured and (iii) neither limit Contractor's liability to the amount of said insurance policy, nor because of any exclusion of coverage contained therein relieve Contractor of any liability hereunder.

Prior to the commencement of work at the Premises, Contractor shall provide the Condo's Managing Agent with certificates of insurance in customary form, evidencing all lines of coverage required herein and naming each of the Indemnified Parties as an additional insured.

INFORMATION REQUIRED

- 1. General Liability** – Information to be provided.
- 2. Automobile Liability** – Information to be provided (if applicable).
- 3. Workers' Compensation** – Information to be provided.

If this is under the New York State Insurance Fund, you must provide **3** different certificates naming the following:

- a. The name and address of the person to whom you are providing service.
- b. Merlot Management 201 West 91st St, Suite #1D, New York, NY 10024.
- c. Odell Clark Place Condominium I (address of Merlot Management).

- 4. Certificate Holder:** Name and address of the person to whom you are providing service.

- 5. Additional Insureds:**

Merlot Management
201 West 91st St, Suite #1D
New York, NY 10024

AND: Odell Clark Place Condominium I
c/o Merlot Management
201 West 91st St, Suite #1D
New York, NY 10024