

## Contractor Insurance and Indemnity Agreement

This agreement is made by and between \_\_\_\_\_, a New York Limited Liability Company with a principal address of 524 North Avenue, New Rochelle, New York 10801 (hereinafter “Owner”) and Owner’s Managing Agent, Pelican Management, Inc. a New York Corporation with a principal address of 524 North Avenue, New Rochelle, New York 10801 and all of Owner’s affiliates outlined in Paragraph 7 herein and \_\_\_\_\_ with a principal place of business at \_\_\_\_\_ (hereinafter “Contractor”). The parties herein agree they are simultaneously entering into a contract for the Contractor to perform certain services on behalf of the Owner (“Contract”) as well as possibly performing other work at other sites owned and operated by Owner or its affiliates in the future. This agreement shall become a part of the Contract and the regular course of business dealings for any other projects between the Owner or its affiliates, including any subsequently obtained or formed affiliates, and any conflicts between this agreement and the Contract or invoices or proposals shall be resolved in accordance with the terms of this Agreement.

1. **INSURANCE:** The Contractor agrees to maintain the minimum insurance coverage and comply with each condition set forth below during the duration of this Agreement. The Contractor shall procure and maintain, for the duration of the Contract and/or any work thereunder, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the services provided under this Contract hereunder by the Contractor, their agents, representatives, employees or subcontractors. The cost of such insurance shall be paid by the Contractor.

Contractor shall not commence any work under the Contract, or under any proposal or invoices until it has obtained insurance in the types and with the respective minimum limits of coverage set forth below:

- a. Commercial General Liability Insurance with a limit of not less than \$1,000,000 per occurrence and aggregate of at least \$2,000,000 per project. Coverage shall be written on a standard ISO “occurrence” form (or a substitute form providing equivalent coverage) and shall cover liability arising out of services performed under this agreement, personal injury (including bodily injury) and property damage.
- b. Commercial Automobile Liability with a limit of not less than \$1,000,000 for each accident. Commercial Auto Liability shall be written on a standard ISO version Commercial Automobile Liability policy form or a substitute form providing equivalent liability coverage, providing coverage for all owned, non-owned and hired automobiles.
- c. Workers Compensation Insurance with Statutory Limits and Employers Liability coverage of not less than \$1,000,000 covering all persons employed by Contractor to do the work by Contractor under this agreement.
- d. Umbrella / Excess Liability – Umbrella / Excess Liability with minimum limits of \$1,000,000.00
- e. *If applicable to the work being performed*, Contractor's Pollution Liability and / or Asbestos Pollution Liability insurance covering any pollution related claim for bodily

injury, personal injury, property damage, cleanup costs and legal defense expense applying to the work being performed, with a limit no less than \$2,000,000 per claim or occurrence and \$2,000,000 aggregate per policy period of one year. If the services involve lead-based paint or asbestos identification / remediation, the Contractors Pollution Liability shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification / remediation, the Contractors Pollution Liability shall not contain a mold exclusion and the definition of "Pollution" shall include microbial matter including mold.

## 2. OTHER INSURANCE PROVISIONS:

- a. The Insurance shall not have any exclusions for Labor Law, Worker or Employee Injury or for Contractual Liability
- b. Policy Limits - Required limits may be satisfied by a combination of primary and umbrella or excess liability policies.
- c. Subcontractors - If the Contractor's insurance does not afford coverage on behalf of any Subcontractor(s) hired by the Contractor, the Subcontractor(s) shall maintain insurance coverage equal to that required of the Contractor. Owner reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- d. Claims Made Policies - If General Liability, Contractors Pollution Liability and/or Asbestos Pollution Liability coverages are written on a claims-made form:
  - i. The retroactive date must be shown and must be before the date of the contract or the beginning of contract work.

- ii. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
  - iii. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the contract effective date, the Contractor must purchase an extended period coverage for a minimum of five (5) years after completion of contract work.
  - iv. Contractor must provide a copy of its insurance policies to Owner within seventy- two (72) hours of any request.
  - v. A copy of the claims reporting requirements must be submitted to the Owner for review.
3. Contractor shall submit to Owner written confirmation in the form of an insurance certificate that the foregoing insurance is in full force and effect, with an insurance company that has an A.M. Best rating of A-,VII or better, and that the foregoing insurance will apply on a primary non-contributory basis, prior to commencing any work as set forth or referred in this agreement and naming Owner and all of the affiliates named in paragraph 7 hereof and Pelican Management, Inc. as an additional insured and that any and all rights of subrogation against the entities listed in Paragraph 7 are waived.
4. To the fullest extent permitted by law, the Contractor and/or its Subcontractor (s), and all other tiers of Subcontractor (s) shall indemnify, defend, and hold harmless the Owner, and agents and employees of any of them from and against claims, damages, losses and expenses, liabilities, fines, penalties, professional fees, court costs, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself) including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omission of

the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Agreement. Contractor waives any and all rights of subrogation which it may have or may come to have against any of the entities set forth in Paragraph 7 hereof.

5. In claims against any person or entity indemnified under this agreement by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this agreement shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.
6. In the event Contractor's work includes any welding, soldering, torch applied roofing, torch applied piping, grinding, cutting, open flame operations or other operations which can produce sparks or heat ("Hot Work"), Contractor shall provide Owner at least 48 hours advance notice and must take all necessary steps to safely administer this work to avoid a casualty. These steps should include but not be limited to (i) ensuring any automatic fire sprinkler systems are on-line and ready, (ii) ensuring that any fire extinguishers are charged and ready (iii) engaging Fire-watch to be present during work, (iv) making sure all combustibles within a 10 meter area of the Hot Work are cleared which include any and all combustible materials, flammable liquids, explosive atmospheres, floors swept, floors and wall openings covered, fire resistant sheets are used to cover all combustibles and ducts and conveyors are shut down. Owner may require the Contractor to follow a particular permitting procedure as it pertains to Hot Work.

7. Contractor acknowledges the following companies are all affiliates of Owner and any work performed by Contractor at any of the properties owned and operated by the entities shall be covered by the terms and conditions of this agreement:

**151 West, LLC 628 West 151st Street, New York, NY 10031**  
**Beach 25th Street Corp. 118 Beach 24th Street, Far Rockaway, NY 11691**  
**COD, LLC 151 East 80th Street, New York, NY 10075**  
**Fifth Avenue Development Company, LLC 1160 Fifth Avenue, New York, NY 10029**  
**RSD 920, LLC· 920 Riverside Drive, New York, NY 10032**  
**Park Towers South Company, LLC· 315 West 57th Street, New York, NY 10019 & 330 West 58th Street, New York, NY 10019**  
**Adile Realty Company, LLC 138-02 Queens Blvd, Briarwood, NY 11435**  
**480 Court Development, LLC· 480 North Avenue, New Rochelle, NY !0801**  
**Drake One Company, LLC· 197,207,217 Drake Avenue, New Rochelle, NY 10805**  
**Goldfarb Waterview Associates, LLC Davenport Avenue, New Rochelle, NY 10805**  
**Harbor One Company. LLC 3,7,15,21,25,29,33,35,39,43 Davenport Avenue, New Rochelle, NY 10805**  
**North One Company, LLC· 524 North Avenue, New Rochelle, NY 10801**  
**White Plains Company, LLC- 345 Main Street, White Plains, NY 10601**  
**Cedar Two Company, LLC 2175 Cedar Avenue, Bronx, NY 10468**  
**Concourse One Company LLC 1780 Grand Concourse, Bronx, NY 10457**  
**Deegan Two Company, LLC 2101 Cedar Avenue, Bronx, NY 10457**  
**Fordham One Company LLC· 2121 Cedar Avenue, Bronx, NY 10468**  
**GC 1700 LLC 1700 Grand Concourse, Bronx, NY 10457**  
**GC 1770, LLC 1170 Grand Concourse, Bronx, NY 10457**  
**GC 1940 LLC - 1940 Grand Concourse, Bronx, NY 10457**  
**Matthews 2160, LLC 2160 Matthews Avenue, Bronx, NY 10462**  
**Morris Heights, LLC 1981,1983,1985,1991,1995 Sedgwick Avenue, Bronx, NY 10453**  
**Mount Eden Development LLC 231, 235, 239 Mount Eden Parkway, Bronx NY 10457**  
**Noonan Towers Company LLC 939 Woodycrest Avenue, Bronx, NY 10452,& 930 Ogden Avenue, Bronx NY 10457**  
**Pelham 1130, LLC 1130 Pelham Parkway South, Bronx, NY 10469**  
**Pelham 1135, LLC 1135 Pelham Parkway South, Bronx, NY 10469**  
**Pelham 1540, LLC- 1540 Pelham Parkway South, Bronx, NY 10461**  
**Revite One Company, LLC 153 East 165th Street, Bronx, NY 10452**  
**Sheridan One Company LLC 930 Sheridan Avenue, Bronx, NY 10457**  
**Webb Avenue Company, LLC 2400 Webb Avenue, Bronx. NY 10468**  
**Parkway Associates, LLC 1,3,10,12,14,16,18,20 Marshall Street, Irvington, NJ 07111**  
**Philrock Company, LLC 220 Beach 201 Street, Far Rockaway, NY 11691**  
**Rockaway One Company, LLC· 20-02 Thru 20-57 Seagirt Blvd, Far Rockaway, NY 11691**  
**ROC DEV CO, LLC Beach 25th St., Far Rockaway, NY 11691**  
**Oceanview Associates, LLC- 146 Beach 24th Street, Far Rockaway, NY 11691**  
**Grace Gold Design, LLC 524North Avenue New Rochelle, NY 10801**

8. Deductibles, Coinsurance Penalties & Self-Insured Retention - Contractor may maintain reasonable and customary deductibles, Contractor shall agree to be fully and solely responsible for any costs or expenses.
  
9. All insurance policies required of Contractor hereunder shall not be canceled, non-renewed or changed without thirty (30) days prior notice to written notice via certified mail to Pelican Management, Inc. 524 North Avenue New Rochelle NY 10801 Att Michael R. Koenig, Esq. General Counsel.
  
10. The parties agree that scanned or facsimile copies of signatures in this agreement shall be deemed originals for all purposes.
  
11. This Agreement may be signed in two or more counterparts, each of which will be deemed an original. Counterparts may be delivered via facsimile,, electronic mail (including pdf or any electronic signature complying with the U.S. Federal ESIGN Act of 2000 e.g. [www.docusign.com](http://www.docusign.com)) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be effective for all purposes.

Dated:

OWNER

CONTRACTOR

\_\_\_\_\_  
Owner

By:

\_\_\_\_\_

By: