WALLACK MANAGEMENT COMPANY, INC.
441 Lexington Avenue, 4th Floor, New York, New York 10017 • (212) 753-3381 • Fax (212) 755-3942

REAL ESTATE MANAGEMENT
TOWNHOUSE DIVISION
SALES
INSURANCE
DEVELOPMENT
FINANCING

MEMORANDUM

To: **All Vendors/Contractors**

From: **Wallack Management Company, Inc.**

Re: **Insurance Requirements**

Enclosed you will find a sample certificate of insurance with the minimum limits indicated. Please first carefully review the following guidelines:

1. Each of the following entities must be specifically named on the certificate as Additional Insured:

    i. 13-21 East 22nd Street Residence Corp., 13-21 East 22nd Street New York, NY 10010
    ii. Wallack Management Company, Inc. 441 Lexington Avenue, 4th Fl., New York, NY 10017
    iii. [*Name of Shareholder*] [*Shareholder's Apt. #*] 13-21 East 22nd Street New York, NY 10010

2. Please provide a copy of each policy endorsement.

3. The signed and completed supplemental indemnification between the Shareholder and Vendor/Contractor – which you will find enclosed.

All insurance certificates should be sent to JaclynD@wallackmanagement.com at least 48-hours in advance of the scheduled appointment for review and approval.

Thank you for your cooperation.

CERTIFICATE OF LIABILITY INSURANCE

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 INSURER(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	CONTACT NAME:	
Insurance Broker for Contractor Name Address Phone Number	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A :	
INSURED	INSURER B :	
Contractor Name and Address	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

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.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY						EACH OCCURRENCE	$ 1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 1,000,000
	☐ CLAIMS-MADE ☒ OCCUR						MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$ 1,000,000
	☐ POLICY ☒ PRO-JECT ☐ LOC							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$ 1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	X ALL OWNED AUTOS ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS ☒ NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$ 1,000,000
	EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$ 1,000,000
	☐ DED ☐ RETENTION $ $10,000							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						☒ WC STATU-TORY LIMITS ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ **(Mandatory in NH)**	N / A					E.L. EACH ACCIDENT	$ 500,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 500,000
							E.L. DISEASE - POLICY LIMIT	$ 500,000
	Other:							

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

Additional Insured: Shareholder(s): Address & Apt#
13-21 East 22nd Street Residence Corp., 13-21 East 22nd Street New York, NY 10010
Wallack Management Co. Inc., 441 Lexington Avenue, 4th floor New York NY 10017

SAMPLE

CERTIFICATE HOLDER

Wallack Management Co. Inc.
441 Lexington Avenue, 4th floor
New York, NY 10017

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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SHAREHOLDER NON-ALTERATION, DELIVERY, APPLIANCE

CONTRACTOR'S INDEMINIFICATION & INSURANCE AGREEMENT

Whereas _____ ("Contractor") is and will be performing certain work for _____ ("Shareholder") in Apartment Number _____ at 13-21 East 22nd Street Residence Corp. ("Corporation") located at 13-21 East 22nd Street New York, NY 10010, pursuant to oral and/or written agreements and/or Purchase Orders. As to all such work, Corporation, Shareholder and Contractor agree as follows:

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless, Corporation, Corporation's managing agent, and Shareholder from any and all claims, suits, damages, liabilities, professional fees, including attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of the Contractor, its agents, servants, subcontractors or employees, or the use by Contractor, its agents, servants, subcontractors or employees, of facilities owned by Corporation. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Corporation, Corporation's managing agent, and Shareholder 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 Corporation, Corporation's managing agent, and Shareholder 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. If Contractor fails to procure insurance as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by Corporation, Corporation's managing agent, and Shareholder, and their respective insurers, which would have otherwise been paid by the Contractor's required insurance.

IF SOLE PROPRIETOR, Contractor Please Initial Below *(otherwise indicate "N/A" if not applicable)*:

I have no employees and I am responsible for my own safety. _____

To the fullest extent permitted by law, I personally hold the Corporation, Corporation's managing agent, and Shareholder harmless for any bodily injury claims involving myself. _____

I understand I have the right and should consult with an attorney before signing any contract. _____

INSURANCE PROCUREMENT

Contractor shall obtain and maintain at all times while performing work for or at the request of the Shareholder, at its sole cost and expense, the following insurance (a) workers compensation insurance with statutory limits and employer's liability coverage of not less than $500,000; (b) commercial general liability insurance with a minimum limit of $1,000,000 per occurrence and $2,000,000 in the aggregate, which insurance shall cover the following: premises and operations liability, products/completed operations, broad form property damage, broad form contractual liability, personal injury and independent contractor's liability; (c) automobile liability insurance covering owned, hired and non-owned vehicles, with a minimum limit of liability of $1,000,000; and (d) umbrella liability insurance with a limit of $1,000,000 per occurrence and a general aggregate of $1,000,000. Contractor shall, by specific endorsements to its primary and umbrella/excess liability policy, cause Corporation, Corporation's managing agent, and Shareholder to be named as additional insureds. Contractor shall, by specific endorsement to its primary liability policy, cause the coverage afforded to the additional insureds thereunder to be primary to and not concurrent with other valid and collectible insurance available to the additional insureds. Contractor shall, by specific endorsement to its umbrella/excess liability policy, cause the coverage afforded to the additional insureds hereunder to be first tier umbrella/excess coverage above the primary coverage afforded to the additional insureds and not concurrent with or excess to other valid and collectible insurance available to the additional insureds.

SHAREHOLDER NON-ALTERATION, DELIVERY, APPLIANCE

CONTRACTOR'S INDEMINIFICATION & INSURANCE AGREEMENT

If the terms of this Agreement directly conflict with any other written agreements and/or Purchase Orders between the parties, the term contained in this Agreement shall supersede in that instance.

Contractor _____

Signature:

Name: _____

Date: _____

Shareholder _____

Signature:

Name: _____

Date: _____

Corporation 13-21 East 22nd Street Residence Corp.

Signature:

Name: _____

Date: _____

21 East 22nd Street
HOLIDAY SCHEDULE

The Building is Closed to All Contractors

HOLIDAY LIST

New Year's Day

President's Day

Good Friday

Memorial Day

Independence Day

Labor Day

Rosh Hashanah

Yom Kippur

Thanksgiving Day

Friday after Thanksgiving

Christmas Day