

CERTIFICATE OF INSURANCE REQUIREMENTS

84-12 35TH AVENUE APARTMENT CORP.

84-12 35TH AVENUE

JACKSON HEIGHTS, NY 11372

Please find listed hereunder the requirements needed for an insurance certificate. Insurance coverage must, ***at minimum***, be as follows:

Insurance Requirements:

1. Liability Insurance, \$1,000,000 minimum, policy number and expiration date
2. Worker's Compensation, \$1,000,000 minimum, policy number and expiration date
3. Umbrella Liability (bodily injury, personal injury and property damage combined), \$1,000,000-\$5,000,000 minimum, policy number and expiration date (Project specific)
4. Auto Insurance (if applicable) policy number and expiration date

Certificate Holder:

84-12 35th Avenue Apartment Corp.
c/o Argo Real Estate, LLC, As Agent
50 West 17th Street
New York, NY 10011

Required Additional Insured:

- A. 84-12 35th Avenue Apartment Corp., 84-12 35th Avenue, Jackson Heights, NY 11372
- B. Argo Real Estate, LLC., 50 West 17th Avenue, New York, NY 10011
- C. Board of Directors, individually and collectively
- D. Unit Owner (please include full name and address)
- E. Certificate Holder (see above)

***** All certificates of liability must be received by the Managing Agent by e-mail at least one week in advance of all work or deliveries. *****

Please send all certificates to:

- A. Aileena Pacheco, Property Manager - AileenaP@argo.com
- B. Antonio Davis, Property Manager Associate - AntonioD@argo.com

CONTRACTOR INSURANCE AND INDEMNITY AGREEMENT

This Contractor Insurance and Indemnity Agreement (the “Agreement”) dated and effective as of _____, 2025 (the “Effective Date”), is made and entered into by and between 84-12 35th Avenue Apt. Corp, with an address at 84-12 35th Avenue, Jackson Heights, NY 11375 (“Owner”), and _____, with address at _____ (“Contractor”). Owner and Contractor are individually referred to as a “Party” and are referred to together as the “Parties” in this Agreement.

Location: 84-12 35th Avenue, Jackson Heights, NY 11372

Work: _____ (the “Work”)

Term: _____ (the “Term”)

1. Contractor shall not commence any Work and shall not permit any subcontractor to commence work until Contractor has obtained all insurance referred to herein and provided proof as set forth and has been approved by the Owner.

2. Contractor shall secure, pay for, and maintain, and shall cause all subcontractors to secure, pay for, and maintain, the following insurance policies in full force and effect during the Term of this Agreement, which will apply to all Work performed by the Contractor at the Location. All contracts, purchase orders, work orders, job orders, statements of work, and related documentation accepted by Contractor in connection with the Work shall be subject to, and incorporate the terms of, this Agreement.
 - (a) **Property Insurance** upon all tools, material and equipment (owned, borrowed or leased by the Contractor, any subcontractor, or their respective employees) to the full replacement value thereof during the full term of this Agreement. This insurance shall insure against damage or loss caused by fire and all other perils covered by a standard “all risk” insurance policy. Failure of the Contractor to secure and maintain adequate coverage shall not obligate Owner or its agents or employees to indemnify Contractor or any subcontractor for any losses.

 - (b) **Workers Compensation** insurance affording coverage under the Workers Compensation laws of the State of New York, and Employers Liability coverage subject to a limit of no less than \$1,000,000 each employee, \$1,000,000 each accident, and \$1,000,000 policy limit.

 - (c) **Commercial General Liability** insurance written on the most current ISO form CG 00 01 (or its equivalent) with limits of the greater of: (1) total limits purchased by the Contractor as of the Effective Date; or (2) \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per offense for personal and advertising injury, \$2,000,000 in the general aggregate, and \$2,000,000 in the aggregate for products-completed operations. The policy shall be written on an occurrence basis, and the limits shall apply on a per location or per project basis. The policy shall not contain exclusions or limitations relating to contractual liability, independent contractors, gravity related injuries, injuries sustained by an employee of an insured or any insured, height limitations, residential work (if applicable), cross suits, or subcontractor warranty(ies). The products-completed operations coverage required by this Section 2.(c) shall remain in effect for not less than three (3) years after completion of the Work, including coverage for Additional Insureds as defined and required by this Section 2.(c).

This policy shall not have any terms, provisions, or endorsements that purport to limit or alter the duty to defend, including but not limited to those that give the insurer the “right” but not the “duty” to defend the insured and/or additional insureds; permit the insurer to consider extrinsic evidence to determine its duty to defend; permit the insurer to offer its full available and applicable limits of coverage to extinguish its duty to defend the insured or any additional insured; or permit the insurer to seek reimbursement of the cost of defending any insured if it is ultimately determined that the insurer has no duty to defend.

A copy of the entire Commercial General Liability policy, with all endorsements, shall be provided to Owner upon request. Payment of any deductible(s) or self-insured retentions shall be the responsibility of the Contractor. Contractor is performing the Work for the benefit of Owner and as such, the Commercial General Liability Policy required by this Section 2.(c) shall be endorsed to include Owner, Argo Real Estate LLC (its managing agent), any lenders or mortgagees of Owner, and all entities Owner may reasonably require (as well as their respective officers, directors, employees, members, and trustees) as Additional Insureds using Form CG 20 10 and Form CG 20 37 or their equivalents. Such additional insured coverage shall be provided on a primary and noncontributory basis with a waiver of subrogation.

- (d) **Automobile Liability** insurance, if applicable, for bodily injury and property damage with a combined single limit of \$1,000,000 per accident covering all owned, non-owned and hired vehicles, naming Owner and all other parties required of the Contractor as additional insured.
 - (e) **Umbrella Liability** insurance in the amount of \$10,000,000 per occurrence and in the aggregate, or the total limit purchased by Contractor, whichever is greater, providing excess coverage over all limits and coverages noted in paragraph 2.(b), 2.(c), and 2.(d), above. This policy shall be written on an “occurrence” basis and shall follow form to the underlying Commercial General Liability policy. The umbrella liability policy must include as additional insureds all entities that are designated as additional insureds on the commercial general liability policy required in Section 2.(c), above. Umbrella coverage for additional insureds shall apply on a primary and non-contributory basis. Umbrella coverage shall not be more restrictive than the underlying CGL.
 - (f) **Contractors Pollution Legal Liability** insurance, if applicable, with limits of at least \$2,000,000 each incident and \$4,000,000 aggregate providing coverage for clean-up, removal, and treatment of any environmental hazard on and away from insured’s premises. This policy shall include Owner, its managing agent, any lenders or mortgagees of Owner, and all entities Owner may reasonably require as additional insured(s) and include a three (3) years extension beyond completion of the project.
 - (g) **Professional Liability** (errors & omissions) insurance, if applicable, covering the Contractor’s Work with limits of no less than \$2,000,000 per claim and \$2,000,000 in the aggregate. Coverage shall be maintained for no less than six (6) years after completion of the Work.
3. **Waiver of Subrogation.** All policies required by Contractor (except automobile) shall provide for a waiver of subrogation. Contractor agrees to waive its right of recovery and/or subrogation against Owner and all Additional Insureds.
4. Compliance with the foregoing provisions set forth in this Section 2 of this Agreement with respect to insurance policies and associated limits of coverage will not in and of itself be construed to be a limitation of the liability of the Contractor, its directors, officers, employees, or any subcontractors.

4. All insurance policies required by this Agreement shall be issued by insurance companies authorized to do business in the State of New York and rated no lower than A- VIII in the most current edition of A.M. Best's Property-Casualty Key Rating Guide.
5. **Evidence (Notices) of Compliance.** All policies shall be endorsed to provide that in the event of cancellation, non-renewal or material modification, Owner shall receive thirty (30) days prior written notice thereof. Contractor shall furnish Owner with Certificates of Insurance, together with copies of the additional insured endorsements that satisfy the requirements of this Agreement, no later than five (5) days prior to commencement of Work. Upon Owner's request, Contractor shall provide Owner with complete copies of the all policies required by this Agreement, including all endorsements attached thereto, evidencing compliance with all insurance provisions above. All Certificates and policy termination notices should be delivered via certified mail to:

[Insert Owner contact person here]

FAILURE TO COMPLY WITH ANY OF THE REQUIREMENTS OF THIS SECTION 5 WILL RESULT IN A BREACH OF THIS AGREEMENT BY THE CONTRACTOR.

6. **Indemnification / Hold Harmless.** It is understood and agreed that to the fullest extent permitted by law, the Contractor shall be solely responsible for, and shall indemnify, defend and hold harmless Owner, property manager, and Additional Insureds and each of their agents, affiliates, employees, tenants, partners, members, parent companies, subsidiaries and related entities (collectively Owner as used herein throughout), from and against any and all claims, suits, damages, losses, costs, liabilities, damages, injuries or death, of any nature whatsoever (collectively "Claims") actually or allegedly arising out of or relating to Contractor's Work or the work of any subcontractor retained by Contractor. Contractor's indemnity, defense and hold harmless obligations hereunder are triggered regardless of whether such "Claims" are attributable in part to any fault or negligence on the part of the Owner.

Contractor shall, on demand, immediately defend Owner in any lawsuit commenced against Owner which actually or allegedly arises out of Contractor's Work or the work of any subcontractor. Contractor shall reimburse Owner for any and all such Claims, including any costs or expenses Owner incurs in defending a Claim, pursuing indemnification and enforcing the terms of this Agreement. Contractor shall ensure that no work is performed by a subcontractor unless that subcontractor is bound by written agreement containing indemnity language favoring the Owner at least as broad as that contained in this Agreement.

In addition, Contractor agrees that the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for the Contractor under Workers Compensation acts, disability benefit acts or other employee benefit acts. The indemnity and hold harmless obligations of the Contractor to the Owner shall survive the completion of Work performed and termination of this Agreement.

7. This Agreement shall be deemed to be a contract made under the laws of the State of New York, and for all purposes shall be construed in accordance with the laws of the State of New York. The Parties agree that any and all disputes between the Parties under or relating to the terms and conditions of this Agreement shall be fully and completely adjudicated in the federal or state courts of the State of New York.

- 8. If any provision of this Agreement shall contravene or be invalid under any applicable law, it is agreed that such provision shall not invalidate the whole Agreement, but this Agreement shall instead be construed as if not containing the particular provision or provisions held to be invalid.
- 9. No amendment to any provision of this Agreement shall be binding and enforceable unless in writing and signed by both Parties and specifically referencing this Agreement.
- 10. Each of the Parties agrees that no failure or delay by the other Party in exercising any right or remedy hereunder will operate as a waiver thereof, nor will any single or partial exercise thereof preclude any other or further exercise of any right or remedy hereunder.
- 11. This Agreement may be executed in counterparts.

[Owner]

[Contractor]

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____