

GUARD HILL MANOR
ALTERATION AGREEMENT

Alteration Agreement dated as of _____ between the GUARD HILL HOMEOWNERS' ASSOCIATION, INC. (hereinafter referred to as the "HOA"), having an address c/o Barhite and Holzinger, Inc., 77 Pondfield Road, Bronxville, New York 10708 and _____, (hereinafter referred to as "Homeowner" or "Owner") having an address at _____ (hereinafter referred to as the "Home").

The Homeowner desires to install the equipment and/or make the alterations described in a memorandum which will be submitted to the Board of Directors of the HOA (the "Board") and is attached hereto as **Exhibit "A"** (the "Work"); and

The HOA consents to the performance of the Work upon the following conditions and agreements:

Timing of Work. The HOA's approval of the Work is conditioned upon the Work being performed

From: _____ (the expected "Work Commencement Date") to on or

Before: _____ (the expected "Work Completion Date").

Indemnification by Owner. To the fullest extent permitted by law, Owner hereby indemnifies and holds harmless the HOA, the HOA's engineer or architect, their officers and directors, employees, agents (including the HOA's Managing Agent Barhite & Holzinger, Inc.), and other homeowners/members (the "Indemnified Parties") against any damage or injury suffered to persons or property as a result of the Work, other than damage due solely from the negligence of the Indemnified Parties. Owner shall reimburse the Indemnified Parties for any damages, losses, costs, fines, fees and expenses (including reasonable attorneys' fees and disbursements) incurred as a result of the Work, any deliveries relating to the Work or Owner's or any contractor's, subcontractor(s) or consultant's failure to comply with this Agreement or any law or ordinance, and which may be incurred by the Indemnified Parties in the defense of any suit, action, claim or violation in connection with the Work or the correction or settlement thereof.

Contractors' Insurance. Owner shall procure from the Owner's contractor and/or subcontractors and deliver to the Board insurance policies or certificates evidencing the coverage described in **Exhibit C** to this agreement.

Valid Licenses. Owner shall provide the HOA with copies of current and valid licenses for all contractors and subcontractors involved with the Work.

Homeowners Insurance. Owner shall provide to the HOA a Certificate of Insurance evidencing that Owner has a Homeowner's Insurance policy in effect and shall maintain this coverage. Owner acknowledges that the performance of the Work may extend Owner's repair responsibilities under the HOA Documents and understands that Owner is required to maintain Homeowner's Insurance after the completion of the Work.

Insurance. Owner shall require and confirm that its contractor has and maintains until the Work is full and finally completed, the following insurance:

- a) Commercial General Liability Insurance against claims for personal injury, bodily injury, death and property damage occurring on, in or about the Home, and the common areas of the HOA in amounts not less than \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate plus umbrella coverage in an amount not less than \$2,000,000.
- b) Worker's Compensation and Employer's Liability Insurance covering all persons subject to the worker's compensation laws of the State of New York.

Certificate of Insurance: Is required and all such insurance shall name "Guard Hill Homeowners' Association, Inc." and "Barhite & Holzinger, Inc." as **additional insured** under all liability insurance policies.

- *In addition to above, the CoI must include: The Address, Owner Name and Unit #*
- *SEE SAMPLE CERTIFICATE: EXHIBIT B*

Governmental / Village Approvals. If required by law or Governmental regulations, before the Work is begun, the Owner will procure the approval from all governmental agencies having jurisdiction over the Work and deliver to the HOA a copy of every permit or certificate issued. If there is any doubt as to the need for such approval, the HOA shall be the sole arbiter in resolving the doubt. Owner shall also provide the HOA with proof of close-out of any such approvals or permits upon completion of the Work.

No Liability to HOA. Owner understands and agrees that any application to any Governmental Agency for a permit to perform any Work shall be executed by the Board without incurring any cost or liability on the part of the Board or any of them to any contractor, subcontractor, materialman, architect, or engineer on account of the Work, or to any person having any claim for injury to person or damage to property arising therefrom. The Owner shall defend, indemnify and hold harmless the HOA from any misrepresentation or inaccuracy contained in any application or filing made in connection with the Work. In the event any violation, lien or any other

liability or claim shall result from the Work, the Owner shall be solely liable and shall indemnify the HOA for any such claims.

Owner's Responsibility for Consequences of Work. Owner and any successors in interest assume(s) all risks which may result from, or be attributable to, the performance or existence of the Work and the maintenance and repair of any alterations and installations related to the Work. The Owner and/or their contractor(s) (rather than the HOA) shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. Any inspections by the HOA shall be solely for the purpose of confirming adherence to this agreement.

Permitted Work Hours. No Work shall be done except between the hours of 8:30 a.m. and 4:30 p.m, Monday through Friday. No Work shall be performed on Saturdays, Sundays, and legal holidays and such other days as the Board may deem appropriate on an annual basis. No Work which might be disturbing to neighboring owners shall be done before 10 a.m.

Protection of Common Areas, Landscaping and Sidewalk Areas. Owner will cause Owner's contractors to take all precautions necessary to prevent damage to the Common Areas and to any trees, tree wells, fences, sidewalks and canopies around the Home during the progress of the Work. If Owner or Owner's contractors or representatives mar or damage the HOA's property including but not limited to common areas, or any trees, tree wells, fences, sidewalks or canopies around the Home or elsewhere, Owner will repair the damage at Owner's expense. If Owner fails to make such repairs promptly, the HOA shall have the right to repair the damage and charge the Owner for the cost of the repair by assessing such cost to the Owner's HOA account.

HOA's Review of the Work. Upon the request of the Board, Owner shall provide access to the Home from time to time, to permit the HOA to observe and inspect the Work. The Owner agrees to make all changes in the Work or corrections specified by the Board as a result of such inspections provided such changes or corrections are mandated by the Board.

HOA's Right to Stop Work. If Owner or any contractor or subcontractor violates any provision of this agreement, or any of the HOA governing documents, then the Board or the Managing Agent shall have the right to order the Work to cease immediately. The Work shall not re-commence until the violation or offending condition is rectified to the satisfaction of the HOA.

Risk of Damage. Owner assumes all responsibility for the maintenance and repair of the Work as well as all area and portions of the Home, or the Common Areas affected by the Work. This responsibility covers all Work (whether or not structural), weathertightness, exterior walls or roofs, waterproofing of every part of the Home directly or indirectly affected by the Work, and maintenance of all equipment installed or altered pursuant hereto and all items below the surface of the Lot and the foundation of the Home.

Acceptance of Responsibility. Owner agrees that the responsibility for maintaining and repairing the Work remains with the Owner and his/her successor-in-interest in title to the Home, including but not limited to, the cost of removing or reinstalling all or any part of the Work. If the Work involves changes to the plumbing lines servicing the Home, the Owner agrees that the Owner and any successor-in-interest shall be fully responsible for the future repair and maintenance of those plumbing lines servicing the Home and any equipment installed as part of the Work including without limitation, any and all costs relating to leakage and/or seepage in the Home, Common Areas or items which would normally be the HOA's responsibility to maintain or repair.

Monetary Damages. In the event that Owner fails to comply with any of the provisions of this agreement and the HOA incurs any expense as a result of the Owner's failure to comply, the HOA may commence an action or proceeding against Owner to recover from Owner the expenses incurred by the HOA, including, without limitation, reasonable attorney's fees.

Lien for Unreimbursed Expenses. Owner agrees that all expenses incurred by the HOA pursuant to this agreement, including without limitation professional fees and disbursements, shall be deemed liens against the Home to the extent they remain unpaid after a request for payment of these costs is given to the Owner.

Legal Fees. In the event of a dispute relating to the terms of this Agreement, the substantially prevailing party shall be entitled to recover from the other party all legal fees and costs relating to such dispute.

Execution and Counterparts. The Proposal and this Rider may be executed in any number of counterparts; each of such counterparts shall for all purposes be deemed to be an original and all such counterparts shall together constitute but one and the same Contract. The Contract may be signed electronically and photostatic, electronic and .pdf signatures or the like shall be deemed originals.

IN WITNESS WHEREOF, this Agreement is signed on the date first appearing above.

Owner(s)

By: _____

Contractor (as to Indemnification and Insurance)

By: _____

Contractor Name: _____
(please print)

GUARD HILL HOMEOWNERS' ASSOCIATION, INC.

By: _____

EXHIBIT A

SCOPE OF WORK / CHANGES

EXHIBIT C

Owner's Contractor shall provide insurance of the types and in not less than the limits set forth below with a company or companies satisfactory to the HOA, licensed to do business in the State of New York, and all such policies shall name the Owner and the Indemnified Parties, including but not limited to the HOA and the HOA's managing agent (Barhite & Holzinger, Inc.) as an additional named insured. No diminution of limits of insurance will be permitted.

- (i) WORKER'S COMPENSATION as required by all law.
- (ii) COMPREHENSIVE GENERAL
\$1,000,000 BODILY INJURY & PROPERTY DAMAGE (combined single limit)
- (iii) COMPREHENSIVE AUTOMOBILE LIABILITY, including non-owned and hired car coverage, as well as owned vehicles:
- (iv) UMBRELLA LIABILITY, BODILY INJURY, PERSONAL INJURY AND PROPERTY DAMAGE COMBINED
\$3,000,000 (combined single limit)

All policies: (i) shall not contain any exclusion related to independent contractors, gravity related injuries, or third party over actions; (ii) shall include contractual liability; (iii) shall not exclude coverage for any residential property (iv) shall not exclude coverage for claims made pursuant to or arising out of New York's Labor Law; (v) shall not exclude claims based on scaffolding, sidewalk bridges, exterior work or for suspended or elevated work, which includes, among other work, when the foot of a worker is elevated over nine (9) feet and (vi) shall not contain any privity of contract requirement between the named or listed insured and the Indemnified Parties, or limit coverage to the additional insureds to operations performed for the additional insured by the insured.