

# OLYMPIC TOWER CONDOMINIUM

## INDEMNIFICATION/INSURANCE REQUIREMENTS AND ENTRY PROTOCOL *Revised 02-11-15*

In order to gain access to the building, movers/contractors will need the following, on file with the Management Office, **PRIOR** to entering the building:

1. Proof of Liability and Worker's Compensation insurance naming the appropriate parties as additional insured (see attached sample).
2. Signed Hold Harmless Agreement Exhibit "A" (see attached).
3. Moves **MUST** be scheduled with our Package Room, in advance, by phoning 212.486.9400 x3.

### **ENTRY PROTOCOL**

- A. Movers are required to bring **Masonite** to protect the common areas of the building, from the service elevator on the unit owner's floor to the unit. Contractors may be required to do the same, depending on the scope of work. Please check with management (212.486.9400 x1).
- B. Movers/contractors are responsible for removing all boxes and debris.
- C. All moves/work is permitted on any Monday through Friday (which is not a *building observed* holiday) from 9:00AM and 4:30PM (out of the building by 5PM).
- D. The Condominium reserves the right to require movers/contractors to have photo identification and/or company identification. Those persons who do not have such identification may be refused access to the building.

### **OTHER IMPORTANT INFORMATION**

The freight entrance is located on the north side of 51st Street (next to Prime Burger), between Madison and Fifth Avenues.

The exterior entry door frame leading from 51st Street to the freight car (Car #16) measures approximately: 3' wide by 8'4" high. The interior height of Car #16 is 10.' The smallest service car (Car #14) approximate measurements are: Width of 4'8", Depth of 4'11" and Height of 9'0." Car #14 door opening is a width of 2'11½" and a height of 7'10". **MAXIMUM WEIGHT LIMIT IS 2,500lbs.**

If the item for delivery exceeds these dimensions, under no circumstances will the elevator service car emergency hatch be opened, nor will items be placed on top of the car, unless arrangements are made with the Condominium's elevator company (at your expense). Contact the Management Office, for more details.

**If you have any questions, please contact  
Olympic Tower Management Office:**

**641 Fifth Avenue, C1  
New York, New York 10022  
212.486.9400 x1  
212.935.6745 - Fax**

ACORD

**CERTIFICATE OF INSURANCE**

DATE(MM/DD/YY)

PRODUCER  
  
BROKER'S NAME AND ADDRESS

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**COMPANIES AFFORDING COVERAGE**

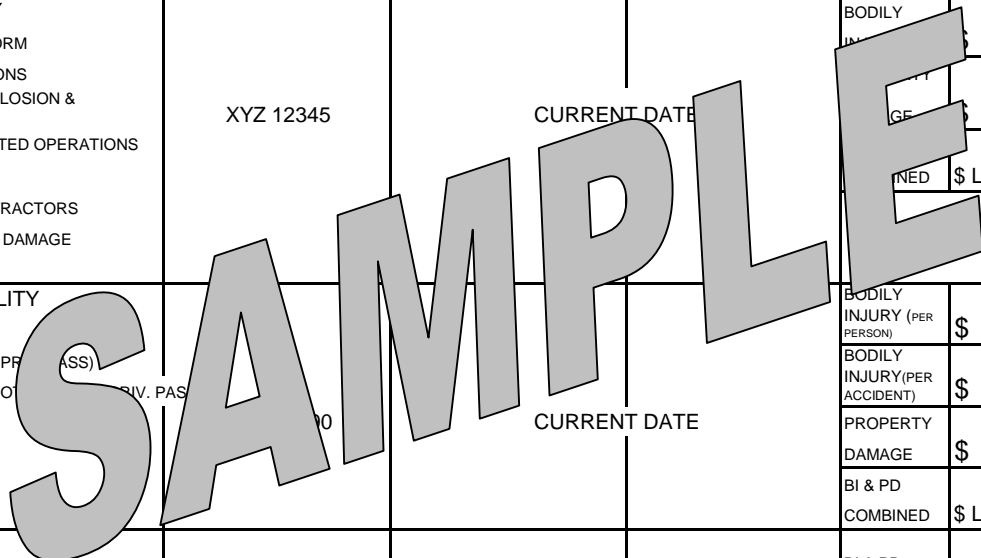
INSURED  
  
CONTRACTOR AND/OR TENANT NAME AND ADDRESS

COMPANY A	INSURANCE COMPANY NAME
COMPANY B	INSURANCE COMPANY NAME
COMPANY C	INSURANCE COMPANY NAME
COMPANY D	INSURANCE COMPANY NAME

**COVERAGES**

THIS IS TO CERTIFY THAT 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.

CO. LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIABILITY LIMITS IN THOUSANDS	
					OCCURANCE	AGGREGATE
A	GENERAL LIABILITY	XYZ 12345	CURRENT DATE		BODILY INJURY (PER PERSON)	\$
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM					
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				\$	
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS					
	<input checked="" type="checkbox"/> CONTRACTUAL				\$ LIMIT	
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS				\$ LIMIT	
	<input checked="" type="checkbox"/> BROAD FORM PROP. DAMAGE					
B	AUTOMOBILE LIABILITY	0	CURRENT DATE		BODILY INJURY (PER PERSON)	\$
	<input checked="" type="checkbox"/> ANY AUTO					
	<input type="checkbox"/> ALL OWNED AUTOS (PERSONAL AND BUSINESS)				\$	
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PERSONAL AND BUSINESS)				\$	
	<input type="checkbox"/> HIRED AUTOS					
	<input type="checkbox"/> NON-OWNED AUTOS					
C	EXCESS LIABILITY	JKL 12345	CURRENT DATE		BI & PD COMBINED	\$ LIMIT
	<input checked="" type="checkbox"/> UMBRELLA FORM				\$ LIMIT	
D	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	FAC 4432	CURRENT DATE		STATUTORY X	
					\$ (EACH ACCIDENT)	
					\$ (DISEASE POLICY LIMIT)	
	OTHER				\$ (DISEASE EACH EMPLOYED)	



DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS  
 The following are included as Additional Insured with respects to liability: **Unit Owner's Name/Unit**, Olympic Tower Condominium and their respective employees, Oxford 1 Asset Management (USA) Inc., ARVIC Realty Corp, Olympic Tower LLC, Olympic Tower Associates Inc., Williston S.A., Victory Real Estate Development Corp., Wells Fargo Bank, N.A., Douglas Elliman Property Management and their respective employees and Olympic Gold LLC.

CERTIFICATE HOLDER  
 Attn: Jacklyn Auerbach, Asst. To the Gen. Mgr.  
 Olympic Tower Condominium  
 641 Fifth Avenue, C1  
 New York, NY 10022

CANCELLATION  
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL TO MAIL **30 DAYS** WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.  
  
 AUTHORIZED REPRESENTATIVE

**EXHIBIT A**

**Olympic Tower Contractors Indemnification/Insurance Agreement  
(Please complete all applicable sections colored red)**

The execution of Exhibit “A” represents an agreement between Olympic Tower Condominium (“OTC”) and \_\_\_\_\_ (**Contractor/Mover**) requiring that the contractor agrees to indemnify and hold the Additional Insured harmless in accordance with the below provision and to provide all of the insurance coverages required as attached. Specifically, during the time work is being completed, the contractor will include the below listed Additional Insured and any unit owner or specific representative requested as an Additional Insured under their General Liability/Umbrella policies during the time work is being performed.

**Hold Harmless/Indemnification Provision**

Contractor, its sub-contractors, and/or Moving Company shall, to the fullest extent permitted by law at its own cost and expense, defend, indemnify and hold the Insured, its directors, officers, employees, agents and representatives harmless from and against any and all claims, loss (including attorney fees, witness fees and all court course costs) damages, expenses and liability resulting from injury and or death of any person, or damage to or loss of an property arising out of any negligent or wrongful act, error, omission or breach in connection with the operations of Contractor, sub-contractor, and/or Moving Company, its employees, agents and representatives. The foregoing indemnity shall include injury or death of any employee, associate, independent contractor of the Company and shall not be limited in any way by the amount or type of damages, compensation or benefits payable under any applicable workers’ compensation, disability benefits or other similar employee similar benefits acts. This provision shall survive the termination or expiration of this agreement.

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**Name of Authorized Representative of Company**

AGREED: \_\_\_\_\_ AGREED: *John Lindstrom, Gen Mgr/Asst Sec.*  
**Signature of Authorized Representative of Company** Authorized Representative for OTC

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**As applicable, Contractor's NYC Department of Consumer Affairs License Number**

**Additional Insured:**

Olympic Tower Condominium and their respective employees, Oxford 1 Asset Management (USA) Inc., ARVIC Realty Corp, Olympic Tower LLC, Olympic Tower Associates Inc., Williston S.A., Victory Real Estate Development Corp., Wells Fargo Bank, N.A., Douglas Elliman Property Management and their respective employees and Olympic Gold LLC.

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**Unit Owner’s Name and Unit Number**

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**Date**

## **Insurance Coverage Amounts As Required in Exhibit "A"**

Contractor and its Subcontractors shall not commence work until it has obtained all required coverages and limits referred to herein and provide evidence of coverage set forth, which has been reviewed and approved by Olympic Tower Condominium ("OTC").

Contractors and its Subcontractors shall obtain and maintain at its own cost and expense throughout the term of this agreement the following coverages and limits:

1. **PROPERTY INSURANCE** upon all tools, material and equipment (owned, borrowed or leased by the contractor or their employees) to the full replacement value thereof during the full term of this contract. The insurance shall insure against damage or loss caused by fire and all other perils covered by a standard Special Causes of Loss ("All Risk") insurance policy. Contractors agree to waive any and all rights of subrogation against OTC for loss or damage to any property required to be covered under this provision.
2. **WORKERS COMPENSATION AND EMPLOYERS LIABILITY** 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 Five Hundred Thousand Dollars (\$500,000) each employee, Five Hundred Thousand Dollars (\$500,000) each accident, Five Hundred Thousand Dollars (\$500,000) policy limit. The policy shall be endorsed to include a "waiver of subrogation" endorsement in favor of OTC.
3. **COMMERCIAL GENERAL LIABILITY (2007 FORM OR EQUIVALENT)** - This policy shall provide a One Million Dollar (\$1,000,000) combined single limit for Bodily Injury and Property Damage with a Two Million Dollar (\$2,000,000) general aggregate limit (per project) and be written on an "occurrence form". The policy shall provide Products/Completed Operations coverage with a Two Million Dollar (\$2,000,000) limit and Personal Injury Liability with a One Million Dollar (\$1,000,000) limit. The policy will include coverage for Independent Contractors performing services on behalf of the contractor, Broad Form Property Damage and Contractual Liability (specifically covering the indemnity found under this agreement). The policy shall be endorsed to include OTC as an ***Additional Insured***. Definition of Additional Insured shall include all Officers, Employees and Agents representing OTC – See Certificate of Insurance sample for other entities that must also be listed as ***Additional Insured***.

The coverages for an ***Additional Insured*** shall apply on a Primary and Non-Contributory basis irrespective of any other insurance, whether collectible or not and specifically include "Completed Operations" coverage for each Additional Insured. The policy shall contain a waiver of subrogation endorsement in favor of OTC. The policy cannot include any exclusion relating to an "injury to an insured employee (action over)" that negates the contractual liability exception under this policy.

4. **AUTOMOBILE LIABILITY (if applicable)** - The policy shall provide Liability insurance under Symbol "1", providing a One Million Dollar (\$1,000,000) combined single limit for Bodily Injury and Property Damage and covering all owned, non-owned and hired vehicles of the contractors/subcontractors.
5. **UMBRELLA LIABILITY** - An Umbrella policy must be purchased with a limit of not less than \*Five Million Dollars (\$5,000,000), providing excess coverage over all limits and coverages noted in Paragraphs 2, 3 and 4 above without exception. These limits can be obtained by a combination of Primary and Excess Umbrella policies, provided that all layers follow form with the underlying policies. The policies shall be endorsed to include OTC as an *Additional Insured* as defined under Paragraph 3 above.

All policies discussed above shall be written with insurance companies licensed and admitted 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 Rating Guide, and "BBB" in Standard & Poor's. All policies discussed above shall be endorsed to provide that in the event of a cancellation, non-renewal or material modification, OTC shall receive thirty (30) days prior written notice by certified mail, return receipt requested. The coverage required under paragraph 3 (Commercial General Liability) cannot be subject to a deductible or self-insured retention without owners prior approval.

6. **COMPLIANCE DOCUMENTATION** – The Contractor shall furnish OTC with Certificates of Insurance evidencing compliance with all insurance provisions noted above no later than seven (7) days prior to commencement of work. The contractor is also required to furnish a copy of the actual endorsements including OTC as an Additional Insured(s) under this agreement and any non-standard exclusion endorsement attached to the Commercial General Liability Policy. All certificates, endorsements and policy termination notices shall be delivered to:

**ASSISTANT TO THE GENERAL MANAGER  
OLYMPIC TOWER CONDOMINIUM  
641 5<sup>TH</sup> AVENUE, C1  
NEW YORK, NEW YORK 10022**

\* Umbrella limit subject to negotiation based on scope & type of work.

**FAILURE TO COMPLY WITH ANY OF THE INSURANCE PROVISIONS NOTED ABOVE WILL RESULT IN A  
BREACH OF THIS AGREEMENT BY THE CONTRACTOR/SUBCONTRACTOR.**