

## WIMBLEDON VILLAGE HOA APPLICATION FOR APPROVAL OF ARCHITECTURAL CHANGE

UNIT OWNER \_\_\_\_\_ DATE \_\_\_\_\_

ADDRESS \_\_\_\_\_ E-MAIL \_\_\_\_\_

HOME PHONE \_\_\_\_\_ WORK PHONE \_\_\_\_\_ CELL PHONE \_\_\_\_\_

NATURE OF PROPOSED ALTERATION OR ADDITION \_\_\_\_\_

PROPOSED STARTING DATE \_\_\_\_\_ COMPLETION DATE \_\_\_\_\_

WORK TO BE PERFORMED BY \_\_\_\_\_

ADDRESS \_\_\_\_\_ PHONE \_\_\_\_\_

LIST OF MATERIALS TO BE USED (be specific) \_\_\_\_\_

FURNISH ONE DRAWING DONE TO SCALE SHOWING THE FOLLOWING Plan(s), Elevation(s), Cross Section(s). DRAWING MAY BE SUBMITTED ON THE REVERSE SIDE OF THIS FORM OR ON A SEPARATE SHEET ATTACHED TO THIS FORM. ALSO, PLEASE INCLUDE A PHOTOGRAPH, IF AVAILABLE.

**PLEASE ENCLOSE A COPY OF YOUR CONTRACTORS INSURANCE CERTIFICATES SHOWING LIABILITY AND WORKERS COMPENSATION INSURANCES. HOLD HARMLESS FORM NEEDS TO BE COMPLETED BY YOUR CONTRATOR.**

### UNIT OWNER PLEASE READ CAREFULLY AND SIGN BELOW

I, as the Unit Owner, understand that I will be held responsible for any damage that may occur currently during installation and/or remodeling or in the future due to the architectural change made. This includes any damage made to the Common Areas.

I, as the Unit Owner, understand it is my responsibility to contact the management office upon completion of the alteration or addition for a final inspection. ALL approved architectural changes are subject to final inspection by Wimbledon Village HOA.

Application/Unit Owner's Signature \_\_\_\_\_

Date \_\_\_\_\_

**PLEASE RETAIN A COPY OF THIS FORM FOR YOUR RECORDS & MAIL OR E-MAIL ONE COPY TO:**

**Mail to:** WIMBLEDON VILLAGE HOA  
P.O. BOX 448  
GETZVILLE, NEW YORK 14068-0448

**E-Mail:** [info@andruschat.com](mailto:info@andruschat.com)

This application will be forwarded to the Architectural Committee for preliminary review and recommendation and then submitted to the Board of Directors/Managers for final review and decision. Please allow approximately 60 days for processing.

### THIS SECTION TO BE COMPLETED BY THE ASSOCIATION BOARD

Date Application received: \_\_\_\_\_

The above Application is:        ☐ **Approved subject to final inspection**  
    ☐ **Approved with restrictions. (See attached letter)**  
    ☐ **Disapproved**

Latest completion date following which any approval granted hereunder is automatically revoked is: \_\_\_\_\_

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

Unit Owner must let us know in writing when architectural change has been completed to schedule the final inspection.  
 (Email: [info@andruschat.com](mailto:info@andruschat.com) OR Mail to: Wimbledon Village HOA, PO Box 448, Getzville, NY 14068)

DATE FINAL INSPECTION DONE \_\_\_\_\_ SIGNED \_\_\_\_\_

# Wimbledon Village HOA

P.O. Box 448  
Getzville, New York 14068-0448  
Phone: (716) 688-4757 ♦ Fax: (716) 689-5896  
E-mail: info@andruschat.com

TO: UNIT OWNER/CONTRACTOR  
FROM: JAMES ANDRUSCHAT  
SUBJECT: ASSOCIATION INSURANCE REQUIREMENTS

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Please find the below list of insurance requirements for working on the Association property, along with the attached "Indemnification, Hold Harmless and Insurance Agreement":

## **Insurance Requirements:**

Contractor shall, in a manner satisfactory to Association, maintain at its own expense until the completion of the work and final payment thereof the following insurance:

- (a) Worker's Compensation in accordance with the requirements of the laws of the state in which the work is to be performed. Worker's Compensation is required for all contractors working on said property, covering all employees of the contract. The certificate must specify if the Proprietor, Partners, or Executives are included or excluded.
- (b) Broad Form Commercial General Liability (Public Liability) insurance in an amount of not less than \$1,000,000 combined single limit per occurrence; and \$2,000,000 general aggregate. Andruschat Real Estate Services, Inc. and the Association are to be listed as additional insured.
- (c) Automobile Liability, bodily injury and property damage minimum limit of \$500,000 combined single limit, covering owned, non-owned and hired autos.
- (d) Description of Operations, must specify the work to be completed and list the **Wimbledon Village HOA and Andruschat Real Estates Services, Inc.** as additional insured for Commercial General Liability.

Contractor shall, within five (5) days after the execution of this contract, submit, in a form satisfactory to Association, certificates that all said required insurance has been obtained and that Contractor is covered thereby. If such evidence is not so furnished, Association shall have the immediate right to procure at Contractor's expense the required insurance on behalf of Contractor. Each policy and certificate shall provide that there shall be no cancellation of or change in the insurance coverage until after at least thirty (30) days' prior written notice to Association.

Please feel free to contact our office with any questions.

Cc: Board

# Wimbledon Village HOA

## INDEMNIFICATION, HOLD HARMLESS AND INSURANCE AGREEMENT

### A. INDEMNIFICATION AND HOLD HARMLESS

To the extent permitted by law, \_\_\_\_\_ (Contractor) agrees to defend, indemnify and hold harmless **Wimbledon Village HOA** and **Andruschat Real Estate Services, Inc.** (Management Company), its/their officers, directors, agents and employees from and against any and all claims, suits, liens, judgments, damages, losses and expenses including legal fees and costs arising in whole or in part and in any manner from acts, omissions, breach or default of contractor, in connection with performance of any work by contractor, its officers, directors, agents, employees and subcontractors.

### B. INSURANCE

1. Contractor hereby agrees that it will obtain and keep in force Commercial General Liability insurance policy/policies to cover its liability hereunder in the minimum amounts of \$1,000,000 per occurrence and will defend and hold harmless **Wimbledon Village HOA** and **Andruschat Real Estate Services, Inc.** for personal injury, bodily injury and property damage.
2. Contractor hereby agrees that it will obtain and keep in force Comprehensive Automobile Liability insurance extending to owned and non-owned and hired automobile (Symbol 1) in an amount of not less than \$1,000,000 per occurrence Bodily Injury & Property Damage Combined Single Limit, and will defend and hold harmless **Wimbledon Village HOA** and **Andruschat Real Estate Services, Inc.** for personal injury, bodily injury and property damage related to the use of automobiles in the performance of services.
3. Said liability shall name and endorse **Wimbledon Village HOA** and **Andruschat Real Estate Services, Inc.** as an Additional insured on a primary and non-contributory basis, along with a waiver of subrogation in favor of the **Wimbledon Village HOA** and **Andruschat Real Estate Services, Inc.**
4. Contractor will obtain and keep in force Workers Compensation Insurance including Employee's Liability to the full statutory limits. Worker's Compensation coverage is required regardless of any exemption offered in the jurisdiction where the services are being performed.
5. Contractor shall furnish to **Andruschat Real Estate Services, Inc.** Certificates of Insurance evidencing that the aforesaid insurance coverage is in full force.

Company: \_\_\_\_\_

Title: \_\_\_\_\_

Name (print): \_\_\_\_\_

Sign: \_\_\_\_\_

Date: \_\_\_\_\_

**Wimbledon Village HOA and Andruschat Real Estate Services, Inc. will sign below as additional insured for commercial general liability.**

**Signed by Contractor/Company Representative:** \_\_\_\_\_

**Signed by Wimbledon Village HOA:** \_\_\_\_\_



# 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 COMPLETED BY INSURER		CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
INSURED NAME OF CONTRACTOR PERFORMING WORK (MUST MATCH NAME OF COMPANY SIGNING HOLD HARMLESS AGREEMENT)		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
		INSURER A : COMPLETED BY INSURER	
		INSURER B : TO REFLECT ALL CARRIERS	
		INSURER C : NAIC# TO BE PROVIDED FOR EACH CARRIER	
		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 SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	GENERAL LIABILITY					EACH OCCURRENCE \$ COMPLETED
	COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ BY
	CLAIMS-MADE <input type="checkbox"/> OCCUR <input type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	INSURER TO COMPLETE	INSURER	COMPLETE	MED EXP (Any one person) \$ INSURER
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$
	POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/>					GENERAL AGGREGATE \$
						PRODUCTS - COMP/OP AGG \$
						\$
	AUTOMOBILE LIABILITY	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>				COMBINED SINGLE LIMIT (Ea accident) \$ COMPLETED
	ANY AUTO					BODILY INJURY (Per person) \$ BY
	ALL OWNED AUTOS		INSURER TO COMPLETE	INSURER	COMPLETE	BODILY INJURY (Per accident) \$ INSURER
	SCHEDULED AUTOS					PROPERTY DAMAGE (Per accident) \$
	HIRED AUTOS					\$
	UMBRELLA LIAB	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>				EACH OCCURRENCE \$ COMPLETED
	EXCESS LIAB		IF UMBRELLA EXISTS	INSURER	COMPLETE	AGGREGATE \$ BY
	DED <input type="checkbox"/> RETENTION \$					\$ INSURER
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					WC STATUTORY LIMITS <input type="checkbox"/> OTH-ER <input type="checkbox"/> COMPLETED
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED? (Mandatory in NH)	Y/N <input type="checkbox"/>	INSURER TO COMPLETE	INSURER	COMPLETE	E.L. EACH ACCIDENT \$ BY
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A <input checked="" type="checkbox"/>				E.L. DISEASE - EA EMPLOYEE \$ INSURER
						E.L. DISEASE - POLICY LIMIT \$

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

On comprehensive General and Automobile Liability policies ASSOCIATION NAME and ANDRUSCHAT REAL ESTATE SERVICES, INC. are named as ADDITIONAL INSURED on a primary and non-contributory basis. A WAIVER OF SUBROGATION applies to all policies.

NOTE: ADDITIONAL INSURED ENDORSEMENT ARE REQUIRED. PLEASE SEE EXPLANATION ON ATTACHED PAGE.

NOTE: WAIVER OF SUBROGATION ENDORSEMENT ARE REQUIRED IF APPLICABLE TO THE POLICY(IES).

## CERTIFICATE HOLDER

## CANCELLATION

ASSOCIATION NAME AND ANDRUSCHAT REAL ESTATE SERVICES, INC.	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

# Wimbledon Village HOA

P.O. Box 448  
Getzville, New York 14068-0448  
(716) 688-4757 • Fax: (716) 689-5896  
E-mail: [terry@andruschat.com](mailto:terry@andruschat.com)

## **EXPLANATION OF THE REQUIREMENT FOR ADDITIONAL INSURED ENDORSEMENTS**

The Acord Certificate of Insurance provides evidence of insurance coverage, but it is not a binder. Any additional insured language on the certificate is valueless without endorsements because adding an additional insured to a policy is an alteration to the policy. An insurance agent/broker does not have the binding authority to alter coverage, only the carrier itself does. The endorsement is a demonstration that the carrier has agreed to the policy alteration. This is evidenced by the text at the top of the example ACORD certificate.

If a contractor/subcontractor has blanket additional insured endorsement language in its policies, we can accept copies of those policy pages in place of the endorsements provided the pages include the policy number and name of the insured.

Please note that additional endorsements are required for General Liability and Auto Liability policies only.

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## **EXPLANATION OF THE REQUIREMENT FOR WAIVER OR SUBROGATION ENDORSEMENTS**

Waiver of subrogation are required for Comprehensive General and Automobile Liability as well as for Workman's Comp., Employer's Liability and to any umbrella policies provided. Please see the text at the top of the attached ACORD certificate for further explanation. Your insurance agent can determine whether these endorsements are required under your specific policy(ies).