

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 CONTRACTOR.

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

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) 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

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: _____

-EXAMPLE-



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): E-MAIL: ADDRESS: INSURER(S) AFFORDING COVERAGE 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:	
		NAIC #	
INSURED NAME OF CONTRACTOR PERFORMING WORK (MUST MATCH NAME OF COMPANY SIGNING HOLD HARMLESS AGREEMENT)			

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	ADD'L/SUBR INSR W/WD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	GENERAL LIABILITY					EACH OCCURRENCE	
	COMMERCIAL GENERAL LIABILITY		X	X		\$ COMPLETED	
	CLAIMS-MADE <input type="checkbox"/> OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	
						\$ BY	
	GEN'L AGGREGATE LIMIT APPLIES PER:					MED EXP (Any one person)	
	POLICY <input type="checkbox"/> PRO- JECT <input type="checkbox"/> LOC					\$ INSURER	
	AUTOMOBILE LIABILITY		X	X		PERSONAL & ADV INJURY	
	ANY AUTO					\$	
	ALL OWNED AUTOS	<input type="checkbox"/>	SCHEDULED AUTOS			GENERAL AGGREGATE	
	Hired AUTOS	<input type="checkbox"/>	NON-OWNED AUTOS			\$	
	UMBRELLA LIAB		OCCUR	X	X	PRODUCTS - COMP/OP AGG	
	EXCESS LIAB		CLAIMS-MADE			\$	
	DED		RETENTION \$			COMBINED SINGLE LIMIT (Ea accident)	
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	N/A	X		\$ COMPLETED	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICEMEMBER EXCLUDED?					BODILY INJURY (Per person)	
	(Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below					\$ BY	
						BODILY INJURY (Per accident)	
						\$ INSURER	
						PROPERTY DAMAGE (Per accident)	
						\$	
						\$	
						WC STATUTORY LIMITS	
						OTH-ER	
						COMPLETED	
						E.I. EACH ACCIDENT	
						\$ BY	
						E.I. DISEASE - EA EMPLOYEE	
						\$ INSURER	
						E.I. 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 ASSOCIATION NAME AND ANDRUSCHAT REAL ESTATE SERVICES, INC.	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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Wimbledon Village HOA

P.O. Box 448
Getzville, New York 14068-0448
(716) 688-4757 • Fax: (716) 689-5896
E-mail: 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 polices 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).