

# Delivery Application

## *Warwick Owners Corp.*

*76-12 35<sup>th</sup> Ave., Jackson Heights,  
New York, 11372*

|||  
NEW BEDFORD MANAGEMENT CORP.  
|||

**Attention: Samantha Yearwood**  
**Phone: 646-453-5267**  
**Email: [samantha@nbmgmt.com](mailto:samantha@nbmgmt.com)**

## **Warwick Delivery Application**

1. The Board has resolved to minimize inconvenience to residents by establishing the following Delivery Policy for all residents wishing arrange a delivery or removal of any item(s). What constitutes a “delivery” in this policy is at the sole interpretation of the Board. Grocery deliveries, mail deliveries and package deliveries from the United States Postal Service or any similar commercial carrier are exempt from this policy. Please contact Management prior to making any delivery plans and to review current terms for application.
2. Deliveries are permitted Sunday through Thursday only. Deliveries are not permitted on Fridays, Saturdays, or legal holidays.
3. Delivery hours are exclusively from 9 a.m. to 5 p.m.
4. Violations or damages by residents who are not Shareholders will be the responsibility of the Shareholder owning the apartment.
5. All deliveries must be completed through the basement entrance. All building entrance doors and garden gates must be kept closed or guarded during the delivery.
6. The elevator must be protected with blankets and floor coverings provided by the Superintendent. An administrative fee will be imposed if protection is not utilized, and the deposit will be forfeited if coverings are not returned to the Superintendent.
7. Any excess trash and boxes must be taken to the basement for proper disposal. In no circumstance shall trash or boxes be left in hallways, stuffed into the compactor chutes, left in the compactor rooms or left outside of the building (garden and sidewalks).

### **Prior to All Deliveries**

8. All deliveries are to be coordinated and supervised by the Superintendent, who will inspect the elevator and common areas before and after the delivery.
9. To request scheduling of a delivery, Management must be notified no less than three (3) business days in advance of the requested delivery date.
10. If the resident has a delivery with the assistance of professional services, certificates of current insurance and workers' compensation held by the delivery company must be submitted to Management no less than three (3) business days prior to the delivery. Please refer to pages 3 and 4 for certificate examples.
11. A delivery deposit must be made to Management to no less than three (3) business days prior to the move. The deposit must be a money order or certified check payable to Warwick Owners Corp.
12. Once the deposit is received, Management will notify the Superintendent to schedule the delivery. This money will be held in escrow until satisfactory completion of the delivery.

### After the Delivery

13. Upon completion of the delivery, the resident is required to notify the Superintendent, who will inspect for any damage to the elevators and other common areas of the building.
14. If any damage has occurred during the delivery, Management will notify the Shareholder in writing. The cost of any repairs will be deducted from the deposit amount. The balance, if any, will be refunded to the shareholder within two weeks. If the cost of repairs exceeds the amount of the deposit, the Shareholder's account will be charged the outstanding balance.
15. Deliveries in violation of any rule contained in this delivery policy are subject to a fee of \$500 for each rule violation. To the extent that the deposit does not cover any such fee, the amount of the fee will be billed to the Shareholder's account.

### DELIVERY POLICY ACKNOWLEDGEMENT AND SIGNATURE(S)

I/We have read and understood the above terms and conditions and agree to abide by them in connection with delivery to apartment \_\_\_\_\_. I/We have enclosed a security deposit of \$500 (certified check or money order only) payable to Warwick Owners Corp. Scheduled date of delivery: \_\_\_\_\_. Item(s) to be delivered: \_\_\_\_\_

Signature Applicant 1: \_\_\_\_\_

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

Print Name Applicant 1: \_\_\_\_\_

Signature Applicant 2: \_\_\_\_\_

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

Print Name Applicant 2: \_\_\_\_\_

Completed application, certificate of insurance, workers' compensation certificate and \$500 delivery deposit (certified check or money order only payable to Warwick Owners Corp.) should be sent to;

New Bedford Management Corp.

Attention: Samantha Yearwood

210 East 23rd St. 5th Floor

New York, NY 10010

Phone: 646-453-5261

Email: samantha@nbmgmt.com

## STANDARD FORM OF AGREEMENT BETWEEN SHAREHOLDER AND VENDOR

AGREEMENT (this "Agreement"), made as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between \_\_\_\_\_ ("Shareholder"), a Shareholder(s) of Warwick Owners Corp. and \_\_\_\_\_, a \_\_\_\_\_ (Limited Liability Company/Corporation/Partnership), having an office located at \_\_\_\_\_ ("Vendor"):

WHEREAS, Warwick Owners Corp. is the owner of the real property located at 76-12 35<sup>th</sup> Avenue, Jackson Heights, New York 11372 (the "Building");

WHEREAS, Shareholder has entered into a Proprietary Lease with Warwick Owners Corp. ("Owner", having an office located at c/o New Bedford Management Corp., 210 East 23<sup>rd</sup> Street, 5<sup>th</sup> Floor, New York, New York 10010), for the premises known as and located at 76-12 35<sup>th</sup> Avenue, Apt. \_\_\_\_\_, Jackson Heights, New York 11372 (the "Premises");

WHEREAS, the Owner includes all agents of the Owner, including, but not limited to, all members of the Owner's Board of Directors, the Owner's Managing Agent, the Superintendent, and any professional engaged to act on behalf of the Owner;

WHEREAS, the Vendor includes all agents, employees, subcontractors, and sub-subcontractors of the Vendor; and

WHEREAS, the Shareholder has engaged the Vendor to effect a delivery and/or to complete a move of the Shareholder's personal property to the Premises and/or the Building within which the Premises are located (hereinafter the "Vendor's Work");

NOW THEREFORE, for the sum of ten dollars (\$10.00) and such other and valuable consideration, the Shareholder and the Vendor agree as follows:

### ARTICLE 1.0 - INDEMNIFICATION

- 1.1 To the fullest extent permitted by law, the Vendor shall indemnify, defend and hold harmless the Shareholder and the Owner and their respective managers, operators, agents, employees, partners, principals, shareholders, affiliates, lenders, officers and directors (collectively, the "Indemnified Parties") from and against: (1) any and all claims, suits, damages, losses or liabilities for injuries (including death) to persons or property arising out of, or in connection with, the work being performed or services being provided by the Vendor; and, (2) any and all costs, expenses and fees, including but not limited to, reasonable attorneys' fees and expenses incurred in connection therewith and in connection with the enforcement of this indemnification agreement, any architects', engineers' and consultants' fees and disbursements, and all other professional fees and disbursements and court costs and fees arising out of or in connection with any such claim, suit, damage, loss or liability. This indemnity specifically contemplates full indemnity in the event that liability is imposed against an Indemnified Party without

negligence and solely by reason of statute, operation of law or otherwise, and partial indemnity in the event of any actual negligence on the part of an Indemnified Party causing or contributing to the underlying claim, in which case indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault, whether by statute, operation of law or otherwise, to the fullest extent permitted by law.

- 1.2 In claims against any person or entity indemnified under this Article 1.0 by an employee of the Vendor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Article 1.0 shall not be limited by a limitation on amount or type of damages, compensation, or benefits payable by or for the Vendor under Workers' or Workmen's Compensation Acts or other employee benefit acts.
- 1.3 Vendor waives all rights against the Owner and the Shareholder, their agents, officers, directors and employees for recovery of damages to the extent that these damages are covered by the insurance maintained per insurance requirements stated herein.

## **ARTICLE 2.0 - INSURANCE REQUIREMENTS**

- 2.1 The Vendor shall provide proof of insurance of the following types of coverage and limits of liability, and the policy shall not be changed without written notice to the Shareholder and the Owner until the Vendor's Work has been completed:

General Liability, including personal injury and property damage:	\$1,000,000
	Each Occurrence
Workers' Compensation and Employers Liability	statutory limits

The Indemnified Parties are to be named as additional insureds on a primary and non-contributory basis to all applicable parties using appropriate forms that are acceptable to the Shareholder and the Owner, with no right of contribution from any of the policies procured by the Indemnified Parties.

- 2.2 Certificates of Insurance evidencing the above coverages shall be furnished to the Owner prior to the start of the Vendor's Work and copies of the policies shall be made available to the Owner at the Owner's request. If any of the foregoing insurance coverages are required to remain in force after final payment and are reasonably available, an additional certificate evidencing continuation of such coverage shall be submitted with the final application for payment as required. If any information concerning reduction of coverage is not furnished by the insurer, it shall be furnished by the Vendor with reasonable promptness according to the Vendor's information and belief.
- 2.3 Waivers of Subrogation. The Shareholder and the Vendor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents and employees, each of the other, and (2) the Owner and any of its agents and employees for damages to the extent covered by property insurance applicable to the Vendor's Work, except such

rights as they may have to proceeds of such insurance held by the Owner as fiduciary. The Vendor shall require of the subcontractors, sub-subcontractors, agents and employees, by appropriate agreements, written where legally required for validity, similar waivers in favor of other parties enumerated herein. If possible, the policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and regardless of whether the person or entity had an insurable interest in the property damaged.

### **ARTICLE 3.0 – ACKNOWLEDGMENTS OF SHAREHOLDER AND VENDOR**

- 3.1 The Shareholder and the Vendor acknowledge that any and all rules, regulations, policies, and other terms of the governing documents of the Warwick related to this matter will be followed by both parties at all times.
- 3.2 In the event that a Subtenant of the Shareholder is requesting the delivery and/or move, all Shareholders and all Subtenants must execute this Agreement and all references to Shareholder herein shall be deemed to include all Subtenants.

IN WITNESS WHEREOF, the parties have duly executed this Agreement as of the day and year first set forth above.

\_\_\_\_\_, Shareholder  
[signature]

\_\_\_\_\_, Vendor  
By: \_\_\_\_\_  
[printed name and title]

\_\_\_\_\_  
[printed name]

\_\_\_\_\_, Shareholder

\_\_\_\_\_  
[printed name]

\_\_\_\_\_, Owner  
Warwick Owners Corp.  
By: \_\_\_\_\_  
[printed name and title]

**WARWICK OWNERS CORP.**  
**SAFETY PROTOCOLS IN RESPONSE TO COVID-19**

As a result of the safety issues arising from COVID-19, The Board of Directors of Warwick Owners Corp. has adopted the following safety protocols, which apply to all third parties conducting work or large deliveries at 76-15 35<sup>th</sup> Avenue, Jackson Heights, New York 11372 (the Property):

1. These protocols apply to all interior and exterior areas of the Property.
2. No one experiencing symptoms of COVID-19 is permitted at the Property under any circumstances.
3. No one who has been exposed in the previous fourteen days to someone who is experiencing symptoms of COVID-19 is permitted at the Property under any circumstances.
4. All personnel must comply with all mandates of all government and quasi-governmental agencies, including, but not limited to, New York City, New York State, the United States Centers for Disease Control and Prevention, and the World Health Organization.
5. All personnel must keep at least six feet apart from all other persons unless required by the particular task being undertaken.
6. Face coverings and hand protection must be worn by all personnel at all times. Dispose of these items only in an appropriate container.
7. All personnel should use the stairs when possible. Only one person may be present in an elevator.
8. Hand sanitizer must be kept on site at all times (not required for deliveries).
9. No conversations, meetings, or other activity may take place in the common areas of the Property, except as necessary to complete the work or delivery.
10. When possible, documentation should be submitted electronically.
11. Notify the Superintendent, Orlando Bardales, at (646) 209-8530 when entering and exiting the Property.
12. In the event that anyone develops COVID-19 symptoms within fourteen days of having been at the Property, immediately notify the Managing Agent, Maria Pietrzak at (646) 453-5409 and [mpietrzak@nbmgmt.com](mailto:mpietrzak@nbmgmt.com).



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/11/2016

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 Name and address	CONTACT NAME:	
	PHONE (A/C, No, Ext):	FAX (A/C, No):
	E-MAIL ADDRESS:	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A: Twin City Fire Insurance Company	29459
INSURED Vendor Address City, State, ZIP	INSURER B: United States Fire Insurance Company	21113
	INSURER C: Hartford Fire Insurance Company	19682
	INSURER D: Travelers Property Casualty Co of A	25674
	INSURER E: Harleysville Insurance Company of O	10060
	INSURER F:	

**COVERAGES**

CERTIFICATE NUMBER: 1393420927

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 INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER:	Y		13EC50F6309	6/13/2015	6/13/2016	EACH OCCURRENCE \$1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000 MED EXP (Any one person) \$10,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$2,000,000 \$
A	<input type="checkbox"/> AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			13UENOF6310	6/13/2015	6/13/2016	COMBINED SINGLE LIMIT (Ea accident) \$1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
D	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$0			ZUP61M0735515NF	6/13/2015	6/13/2016	EACH OCCURRENCE \$15,000,000 AGGREGATE \$ \$
E	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input type="checkbox"/>	N/A	WC00000061056T	6/26/2015	6/26/2016	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$500,000 E.L. DISEASE - EA EMPLOYEE \$500,000 E.L. DISEASE - POLICY LIMIT \$500,000
B C	Crime Cargo			6260351139 13UUMJY5999	6/13/2015 6/13/2015	6/13/2016 6/13/2016	Limit 1,000,000 Limit 75,000

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

Certificate holder is listed as additional insured as well as Warwick Owners Corp. 76-12 35th Ave, Jackson Heights, NY 11372, and New Bedford Management Corp., 210 East 23 St., New York, NY, 10010

**CERTIFICATE HOLDER**

Name(s) \_\_\_\_\_  
7612 35th Avenue,  
Apt. \_\_\_\_\_  
Jackson Heights NY 11372

**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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ACORD 25 (2014/01)

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THIS CERTIFICATE SUPERSEDES PREVIOUSLY ISSUED CERTIFICATE





# New York State Insurance Fund

*Workers' Compensation & Disability Benefits Specialists Since 1914*

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100

Phone: (888) 997-3863

## CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

^^^^^^ 112135096

<b>POLICYHOLDER</b> Vendor name Address City, State, ZIP		<b>CERTIFICATE HOLDER</b> Name(s): _____ 7612 35TH AVENUE, APT _____ JACKSON HEIGHTS NY 11372	
<b>POLICY NUMBER</b> Z1059 150-1	<b>CERTIFICATE NUMBER</b> 141503	<b>PERIOD COVERED BY THIS CERTIFICATE</b> 08/01/2015 TO 08/01/2016	<b>DATE</b> 12/7/2015

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1059 150-1 UNTIL 08/01/2016, COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO 08/01/2016 IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL SO ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

NEW YORK STATE INSURANCE FUND

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at <https://www.nysif.com/cert/certval.asp> or by calling (888) 875-5790

VALIDATION NUMBER: 319925450