

**TENANT INDEMNITY AND INSURANCE FORM**

DATE: \_\_\_\_\_.

BUILDING OWNER: \_\_\_\_\_,  
and The Managing Agent hereinafter referred to as "The Building."

ADDRESS: \_\_\_\_\_,  
hereinafter referred to as "The Premises."

TENANT: \_\_\_\_\_,  
hereinafter referred to as "The Tenant."

APARTMENT: \_\_\_\_\_,  
hereinafter referred to as "The Apartment."

WORK: \_\_\_\_\_,  
hereinafter referred to as "The Work."

CONTRACTOR(S) | SUBCONTRACTOR(S) \_\_\_\_\_,  
or any others performing "The Work," hereinafter collectively referred to as "The Contractor."

WHEREAS, The Tenant has requested permission from The Building for The Contractor to enter The Premises to perform The Work in The Apartment,

WITNESSETH, The Building hereby permits The Contractor to enter The Premises to perform The Work for The Tenant conditioned upon the following: first, that The Contractor executes a separate Contractor's Indemnity and Insurance Form as required by The Building; and second, that The Tenant agrees to indemnify and hold The Building and The Managing Agent harmless against liability arising out of or in connection with the performance of The Work as hereinafter set forth.

INDEMNITY: (1) As and for a first indemnity, it is agreed The Tenant and The Tenant's contractors, subcontractors, agents servants and/or employees shall take all necessary precautions for the safety of The Contractor's workers and the workers of its Subcontractors or any others performing The Work, and shall comply with all applicable provisions of federal, state and municipal laws, rules and regulations, including, but not limited to §§240, 241(6), 202 and 200 of the Labor Law of the State of New York, 12 NYCRR 23 and 21, and the Occupational Safety & Health Act to prevent accidents or injuries to persons as a result of The Work in The Apartment and on or about The Premises and, to the fullest extent permitted by law, The Tenant agrees to indemnify and hold harmless The Building and The Managing Agent, their respective agents, servants or employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, resulting from the actual or alleged violation of any such statutory duty, law, rule or regulation arising out of the performance of The Work except to the extent caused by the negligence of The Building.

(2) As and for a second, additional and separate indemnity, it is also agreed, to the fullest extent permitted by law, The Tenant shall indemnify and hold harmless, in whole or in part, The Building and The Managing Agent, their respective agents, servants

Tenant Initial Here: \_\_\_\_\_

Sign on Page 2

or employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of The Work, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than The Work itself), but only to the extent caused by the negligent acts or omissions of The Tenant, The Contractor, The Contractor's subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by a party indemnified hereunder.

The foregoing indemnity obligations shall not be construed to negate, abridge, or reduce any other rights or obligations of indemnity to The Building and The Managing Agent that would otherwise exist in the absence of this agreement.

INSURANCE: In order to allocate the risk of loss arising out of the performance of The Work for the Tenant at The Premises, The Tenant agrees to purchase at its own cost and expense and to maintain in full force and effect at all times during the performance of The Work at The Premises the following minimum insurance for benefit of The Tenant, The Building and The Managing Agent:

GENERAL LIABILITY INSURANCE, including contractual liability coverage insuring the indemnity covenants set forth in this TENANT INDEMNITY AND INSURANCE FORM, with combined single limits of liability for bodily injury and property damage of no less than \$1,000,000.00 per occurrence and an aggregate no less than \$2,000,000.00.

EXCESS LIABILITY INSURANCE following the primary form with limits of liability no less than \$4,000,000.00 per occurrence and an aggregate no less than \$4,000,000.00.

The required GENERAL LIABILITY INSURANCE and EXCESS LIABILITY INSURANCE policies shall include The Building and The Managing Agent as additional insureds on a primary, non-contributory basis and shall not exclude contractual liability for injury to employees of The Tenant's contractors and subcontractors.

Prior to commencement of The Work, The Tenant shall provide The Building with a current ACORD 25 CERTIFICATE OF LIABILITY INSURANCE in the form attached as EXHIBIT A evidencing that the required insurance policies including contractual liability coverage are in full force and effect, as well as copies of the required policies with the additional insured and primary, non-contributory endorsements for each GENERAL LIABILITY INSURANCE and EXCESS LIABILITY INSURANCE policy.

---

TENANT (*Signature*)

---

(*Print name.*)



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.

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.

PRODUCER CONTACT NAME, PHONE, FAX, E-MAIL, ADDRESS, INSURER(S) AFFORDING COVERAGE, NAIC #, INSURED, INSURER A-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.

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WVD, POLICY NUMBER, POLICY EFF (MM/DD/YYYY), POLICY EXP (MM/DD/YYYY), LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, and Workers Compensation.

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

CERTIFICATE HOLDER 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