

OLYMPIC TOWER CONDOMINIUM

INDEMNIFICATION/INSURANCE REQUIREMENTS AND ENTRY PROTOCOL *Revised 11-15-24*

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 width of Car #16 is 4'5" and the height 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				
			COMPANY A	INSURANCE COMPANY NAME			
INSURED CONTRACTOR AND/OR TENANT NAME AND ADDRESS			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		
A	GENERAL LIABILITY	XYZ 12345	CURRENT DATE				
	<input checked="" type="checkbox"/> COMPREHENSIVE FORM				BODILY INJURY	\$	\$
	<input checked="" type="checkbox"/> PREMISES/OPERATIONS UNDERGROUND EXPLOSION & COLLAPSE HAZARD				PROPERTY DAMAGE	\$	\$
	<input checked="" type="checkbox"/> PRODUCTS/COMPLETED OPERATIONS				BI & PD		
	<input checked="" type="checkbox"/> CONTRACTUAL				COMBINED	\$ LIMIT	\$ LIMIT
	<input checked="" type="checkbox"/> INDEPENDENT CONTRACTORS				PERSONAL INJURY	\$ LIMIT	\$ LIMIT
	<input checked="" type="checkbox"/> BROAD FORM PROP. DAMAGE						
	<input checked="" type="checkbox"/> PERSONAL INJURY						
B	AUTOMOBILE LIABILITY	ABC 67890	CURRENT DATE				
	<input checked="" type="checkbox"/> ANY AUTO				BODILY INJURY (PER PERSON)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (PRIV. PASS)				BODILY INJURY (PER ACCIDENT)	\$	
	<input type="checkbox"/> ALL OWNED AUTOS (OTHER THAN PRIV. PASS)				PROPERTY DAMAGE	\$	
	<input type="checkbox"/> HIRED AUTOS				BI & PD		
	<input type="checkbox"/> NON-OWNED AUTOS				COMBINED	\$ LIMIT	
	<input type="checkbox"/> GARAGE LIABILITY						
	<input type="checkbox"/>						
C	EXCESS LIABILITY	JKL 12345	CURRENT DATE		BI & PD COMBINED	\$ LIMIT \$ LIMIT	
	<input checked="" type="checkbox"/> UMBRELLA FORM						
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM						
D	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	FAC 4432	CURRENT DATE		STATUTORY X		
	\$ (EACH ACCIDENT)						
	\$ (DISEASE POLICY LIMIT)						
	\$ (DISEASE EACH EMPLOYED)						
	OTHER						
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, ., Douglas Elliman Property Management and their respective employees, Oxford 1 Asset Management (USA) Inc., OT Real Estate Owner LLC, Williston S.A., Victory Real Estate Development Corp., Wells Fargo Bank, N.A., Olympic Gold LLC, Deutsche Bank AG, NY Branch, Goldman Sachs Mortgage Co., Morgan Stanley Bank, N.A., Teachers Insurance and Annuity Association of America							
CERTIFICATE HOLDER			CANCELLATION				
Attn: Jacklyn Auerbach, Asst. To the Gen. Mgr. Olympic Tower Condominium 641 Fifth Avenue, C1 New York, NY 10022			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				

Olympic Tower Condominium – Indemnification

CONTRACTOR'S INDEMNIFICATION & INSURANCE AGREEMENT

Whereas _____ ("Contractor") is and will be performing certain work
for _____ ("Unit Owner"), Owner of Unit _____,

at **Olympic Tower Condominium** ("Condominium") located at **641 Fifth Avenue, New York, NY 10022** pursuant to oral and/or written agreements and/or Purchase Orders. As to all such work, Condominium, Unit Owner and Contractor agree as follows:

INDEMNIFICATION AGREEMENT

To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold harmless, Condominium, managing agent, architect and Unit Owner from any and all claims, suits, damages, liabilities, professional fees, including attorneys' fees, costs, court costs, expenses and disbursements related to death, personal injuries or property damage (including loss of use thereof) arising out of or in connection with the performance of the work of the Contractor, its agents, servants, subcontractors or employees, or the use by Contractor, its agents, servants, subcontractors or employees, of facilities owned by Condominium. This agreement to indemnify specifically contemplates full indemnity in the event of liability imposed against the Condominium, managing agent, Unit Owner and all the additional insured 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 Condominium, managing agent, architect and Unit Owner either causing or contributing to the underlying claim. In that event, indemnification will be limited to any liability imposed over and above that percentage attributable to actual fault, whether by statute, by operation of law or otherwise. If Contractor fails to procure insurance as required, recoverable damages shall not be limited to the cost of premiums for such additional insurance, but shall include all sums expended, and damages incurred by Corporation, managing agent, architect and Unit Owner, and their respective insurers, which would have otherwise been paid by the Contractor's required insurance.

INSURANCE PROCUREMENT

Contractor shall obtain and maintain at all times while performing work for or at the request of the Unit Owner, at its sole cost and expense, the following insurance (a) workers compensation insurance with statutory limits and employer's liability coverage of not less than \$500,000; (b) commercial general liability insurance with a minimum limit of \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which insurance shall cover the following: premises and operations liability, products/completed operations, broad form property damage, broad form contractual liability, personal injury and independent contractor's liability; (c) automobile liability insurance covering owned, hired and non-owned vehicles, with a minimum limit of liability of \$1,000,000; and (d) umbrella liability insurance with a limit of \$5,000,000 per occurrence and a general aggregate of \$5,000,000. Contractor shall, by specific endorsements to its primary and umbrella/excess liability policy, cause Condominium, managing agent, architect and Unit Owner to be named as additional insureds. Contractor shall, by specific endorsement to its primary liability policy, cause the coverage afforded to the additional insureds thereunder to be primary to and not concurrent with other valid and collectible insurance available to the additional insureds. Contractor shall, by specific endorsement to its umbrella/excess liability policy, cause the coverage afforded to the additional insureds hereunder to be first tier umbrella/excess coverage above the primary coverage afforded to the additional insureds and not concurrent with or excess to other valid and collectible insurance available to the additional insureds.

If the terms of this Agreement directly conflict with any other written agreements and/or Purchase Orders between the parties, the term contained in this Agreement shall supersede in that instance.

Contractor Signature:

Name: _____

Date: _____

Condominium Signature:

 _____

Name: **John Lindstrom , General Manager**

Date: _____