**Summer Club Alteration and Repair Application**

***Use this application when performing any work on your property that does not require a permit from the Town of Islip (TOI):***

**Date Submitted to SC \_\_\_\_\_\_\_\_\_\_**

Requested Construction Start Date \_\_\_\_\_ Estimated End Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

First thing that must be done, is you must contact the Town of Islip Buildings Department at (631) 224-5466, to determine if a Building Permit is required by the TOI for the work you are proposing to do on your property. If a permit is required, please go to the “Summer Club Construction Application” document on the Summer Club Website for next steps. If it is determined that no permit is required by the Town of Islip, please check where indicated below, fill out this document, and submit with all required items indicated below to the SC Construction Committee, prior to the start of the work.

 **( ) No Permit is required by the Town of Islip**

***Please provide the following with this application:***

1. A copy of this application signed and dated by the Homeowner and the Contractor (if applicable). The approval process will not be completed until a complete application is received.
2. If the work will be performed by a licensed Contractor, provide the following:

- Copy of the Contractor’s License

- Insurance Certificate (See Attached Exhibit A)

- Copy of the current Homeowner liability insurance.

- Copies of Contractors Workman’s Compensation insurance.

- Contractor’s Certificate of Liability naming “Summer Club Condominium” as additional

insured. (See Attached Exhibit B).

1. If the work will be performed by the Homeowner.

- Copy of the current Homeowner liability insurance.

1. Description of Work:
2. Plans or sketches showing the location of the work as applicable.
3. Narrative describing the proposed work.

The insurance certificates (COI’s) should be sent in with your application. The Summer Club’s insurance agent will review all certificates for compliance and may ask for actual copies of the policies if needed to assure that proper coverage(s) are afforded. ***Please note we strongly recommend this to be submitted and approved prior to finalizing your construction contract(s).***

1. Fees:
2. Summer Club Fee: $ 100.00
3. Security Fee for Dumpster Use (If one is used for project): $1,000.00
4. Owner and Contractor Acknowledgment
5. Owner and Contractor hereby acknowledge that in submitting a Construction/Demolition application we are familiar with and agree to comply with the SCC Rules, Construction Guidelines and Informational Letter.
6. Each of Owner and Contractor (each an “Indemnitee”) agrees to severally and not jointly indemnify and hold harmless the Summer Club Condominium, its subsidiaries, employees, agents, directors and Officers (“Indemnities”) from and against any and all losses, claims, fines, penalties, liens, costs, damages and expenses (including without limitation, attorneys’ fees and expenses in connection with the enforcement of this indemnity and any violation of Summer Club condominium requirements) arising out of or resulting from the Indemnitor’s subcontractors, agents, representatives or affiliates, in connection with the project. This indemnification shall survive completion of the project.
7. Owner and contractor shall cause the Summer Club Condominium, its subsidiaries, employees, agents, Directors and Officers (indemnities) to be named as additional insureds on the required policies of insurance.

If you have any questions on filling out the application or the process, please contact one of the members of the Construction Committee in writing, listed below, for assistance.

Construction Committee: Robert Laudenschlager, Mike Murtha, Geri Onorato, Don Sussman

Please send submit completed applications with all required documents attached via email to the following. Please be sure to request an email confirmation of receipt.

Robert Laudenschlager at rlaudenschlager@slcearch.com

Cc: Don Sussman at DSussman.NY@Gmail.com

**Please be advised of the following rules and confirmation:**

1. No work is permitted after June 15th or before the week after Labor Day, per SC Bylaws.
2. No new construction is to be higher than 13 feet above the minimum NYS or FEMA required first floor elevation, per SC Bylaws.
3. Homeowner is responsible to maintain the condition of the sidewalks and neighboring properties clean and free from construction debris and/or damage.
4. By signing this application both the homeowner and contractor (when applicable) confirm that they have read, understand, and will comply with all Summer Club rules, regulations and guidelines as well as all NY State, Suffolk County and Islip regulations and requirements as it relates to the project.

Homeowner: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Contractor: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature: \_\_\_\_\_ \_\_/\_\_/\_ Signature: \_\_\_/\_\_/\_\_

Board of Manger’s Approval Date

 Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EXHIBIT A

SUMMER CLUB CONDOMINIUM

As contractually required, please provide a certificate of liability insurance conforming to the specifications below which reference adequate limits of insurance with insurers acceptable to us (AM Best Rated A- VII or better).

For purposes of this contract, owner shall be defined as **Summer Club Condominium, It’s directors & officers, owners, volunteers and employees**.

Contractor, at their sole cost and expense, shall maintain the following insurance from the date of agreement to the completion of the Work:

* Commercial General Liability with policy limits of not less than One Million Dollars ($1,000,000) for each occurrence and « $2,000,000 million dollars in the general aggregate for bodily injury and property damage and Seven million ($2,000,000) products and completed operations aggregate with a minimum 5 years of extended completed operations after project has reached completion. Policy will contain and evidence a per project aggregate and no such aggregate will be reduced by claims, occurrences, losses and/or defense costs incurred by any other project or premises of the <Contractor> or any subsequent subconsultant or subcontractor. No policy is to contain the following exclusions:
* Action-Over Exclusion (or similar exclusion)
* Exclusion for contractual indemnification
* Exclusion for injuries to employees
* Exclusion for fall from heights (labor law}
* Exclusion for construction site accidents
* Automobile Liability covering vehicles owned, non-owned and/or Hired vehicles used, by the Contractor with policy limits of not less than « One million Dollars » ($ « 1,000,000 » ) combined single limit per accident for bodily injury, death of any person, and property damage arising out of the Contractors maintenance and use of those motor vehicles, including loading and unloading, along with any other statutorily required automobile coverage.
* Workers’ Compensation at statutory limits. The workers’ compensation coverage shall be modified to include a waiver of subrogation endorsement in favor of Owner its officers, directors, volunteers and employees. Employers’ Liability with policy limits not less than the required statutory limit of liability per NYS.

Contractor may achieve the required limits and coverage for Commercial General Liability, Automobile Liability and Employers Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers. All such insurance policies will contain and evidence a waiver of subrogation in favor of the Owner.

Unless otherwise agreed to in writing by Owner, insurance is to be placed with insurers who have a Best’s Insurance Reports rating of no less than A- and a financial size of Class VIII or larger, and who are authorized as an admitted insurance company in the state(s) in which the insurer is required to maintain insurance under this Agreement -or- an Approved Surplus Lines carrier meeting the same or greater rating and financial size requirements.

All general liability insurance coverage shall be on a primary and non-contributory basis.  The insurance coverage for the additional insureds shall be at least as broad as afforded to the Insured – Designated Person or Organization Endorsement, Insurance Services Office Forms *CG2010, CG2037* or equivalent, or the version of this form most recently approved by the insurance regulatory authority having jurisdiction, naming the Owners additionally insured. As it relates to Subconsultants and/or Subcontractors, Insurance Services Office Forms CG2038 and CG2037 naming the Owner as additional insured and evidenced by certificate of insurance. Such requirement to be included under contractual terms between Contractor and any such subconsultants and/or subcontractors.

**Additional Insured Obligations.** To the fullest extent permitted by law, the Contractor shall cause the primary and excess or umbrella polices for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the “Contractors” negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner’s insurance policies and be evidenced by carrier issued policy endorsements and certificates of insurance. Coverage shall apply to both ongoing and completed operations without sunset clause. Insurance policies will name the Owner, its subsidiaries, employees, agents, volunteers, Directors & Officers as named insured on a primary basis with respects to and as per a signed written agreement. General Liability Certificates must evidence such endorsements and additionally convey contractual liability with confirmation that no policy shall exclude, or sublimit claims related to action over or NY Labor Law. The General Liability policy shall provide endorsement of ISO forms CG2010, GC2037 or equivalent in the benefit of the Owner. All such insurance policies will contain and evidence a waiver of subrogation in favor of the Owner.

**Certificate Holder:**

Summer Club Condominium, its subsidiaries, Directors & Officers, Owners/Shareholders, Volunteers, and employees

PO Box 37

Ocean Beach, NY 11770

 