

RIDER to AGREEMENT between

\_\_\_\_\_ (“Owner”) and

\_\_\_\_\_ (“Contractor”)

For \_\_\_\_\_

Dated \_\_\_\_\_ (the (“Agreement”))

**THE OWNER AND CONTRACTOR HEREBY AGREE AS SET FORTH BELOW:**

1. In the event there is a conflict between the Rider and the appended Agreement, this Rider shall prevail.
2. During the entire period of performance of said work, CONTRACTOR shall, at its own cost and expense, maintain in full force and effect the following insurance: worker’s compensation, general comprehensive liability, or manufacturer’s products and contractor’s liability, naming the OWNER and the New York City Housing Development Corporation (“HDC”) as additional insured parties, underwritten by companies and on forms of policies acceptable to OWNER and HDC.
3. The said liability insurance shall be in limits of at least \$1,000,000 for bodily injury / property damage per occurrence and \$2,000,000 general aggregate.
4. Such policies shall further provide that such insurance will not be materially changed or canceled during the term hereof until and unless thirty (30) days written notice thereof shall have been given to OWNER and HDC.
5. Prior to the commencement of the work hereunder, CONTRACTOR shall furnish to OWNER and HDC certificates of all insurance required hereunder, setting forth OWNER, and HDC as additional insureds, and the 30-day cancellation notice required pursuant to paragraph 4 above.
6. CONTRACTOR shall not assign any moneys due or to become due under the Rider and appended Agreement without the written consent of OWNER and HDC, nor shall CONTRACTOR subcontract or assign any of the work to be performed hereunder without the written approval of OWNER and HDC.
7. Except as otherwise provided herein, and to the fullest extent permitted by law, OWNER, its shareholders, officers, directors, agents and employees, OWNER’s Managing Agent, HDC (collectively, the “Indemnified Parties”) shall not be responsible or liable for any injury to any person, whether employed by CONTRACTOR or otherwise, or for loss or damage to any property, whether belonging to CONTRACTOR or others, arising from the acts of CONTRACTOR or its agents,

servants and/or employees during the performance of the Work. CONTRACTOR at its own cost and expense shall exercise every possible precaution and means to avoid accidents or injury to persons and property. In the event of damage or injury to persons or to property, the liability of CONTRACTOR under this paragraph shall not be limited to the extent of the negligence on its part or on the part of its agents, servants and/or employees. In the event that suit is brought against any of the Indemnified Parties, or that any claims arise from any of the above causes, and to the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the Indemnified Parties at its own expense as soon and as often as claims are made and suits brought, CONTRACTOR shall defend the Indemnified Parties, at the Indemnified Parties' option and with counsel reasonably acceptable to the Indemnified Parties, and CONTRACTOR shall be liable to the Indemnified Parties for any and all fees, costs, expenses and disbursements, including but not limited to attorneys' fees and any costs for any appeals, paid by the Indemnified Parties and for all other sums paid by the Indemnified Parties, which are the obligation of CONTRACTOR under this paragraph. In the event that judgment is entered against any of the Indemnified Parties in any such action, CONTRACTOR shall, immediately after the entry thereof, also pay the full amount of such judgment. Nothing herein shall be construed to require CONTRACTOR to indemnify OWNER for any damage or liability arising out of the negligence of OWNER, its agents or employees.

8. If and to the extent that any provision of the Agreement and/or this Rider shall be unlawful or contrary to public policy, the same shall not be deemed to invalidate or otherwise affect the other provisions thereof.

9. The parties hereto, for themselves and their respective heirs, successors and assigns, do hereby agree to the full performance of the covenants and agreements herein contained.

10. CONTRACTOR shall perform the Work in compliance with all laws and ordinances and in accordance with all rules, regulations, promulgations, edicts and requirements of any governmental agency, including HDC. CONTRACTOR shall secure, at its own cost and expense, all permits, licenses, certificates or other permissions and approvals required for the Work.

11. CONTRACTOR shall not be paid for any work, labor, services or materials furnished over and above those set forth in the Agreement, unless such extra work is authorized in writing by OWNER and HDC.

12. Materials, equipment and workmanship may be subject to the inspection and written approval of HDC or its duly authorized agents during the progress of the work and before final payment is made under the Agreement.

13. The Agreement may be cancelled without cause by the OWNER upon thirty (30) days written notice, upon the direction of HDC upon ten (10) days written notice, and immediately at HDC's direction or by the OWNER acting upon its own initiative in the event of a material breach. In the event the Agreement is so cancelled, CONTRACTOR shall be paid the amount due to date less any setoffs due OWNER.

14. No company, association, director, officer, employee, agent or other person shall offer, pay, solicit or receive, directly or indirectly, any commission, bonus, gratuity, fee or

any other payment not expressly authorized by HDC. Violation of this subdivision by any company, association, director, officer, employee, agent or other person shall be cause for discharge and any other appropriate action.

15. If any federal, state or municipal law or regulation requires CONTRACTOR or an employee or subcontractor to be licensed in order to legally perform the work, CONTRACTOR shall submit a copy of each required license upon either OWNER's or HDC's request. If any such license is revoked, suspended or terminated, CONTRACTOR shall give immediate notice thereof to OWNER and HDC.

16. Where a license required pursuant to paragraph 15 is revoked, suspended or terminated for any reason whatsoever, HDC and/or OWNER may deem such action to be a material breach of the Agreement.

17. If there is a change of any principal owner, partner, director or officer of CONTRACTOR, or if any such persons or the CONTRACTOR is indicted for any criminal offense, CONTRACTOR shall immediately give notice thereof to OWNER and HDC.

18. If Contractor fails to give notice as required by paragraph 15 and/or paragraph 17 of this Rider, HDC and/or OWNER may deem such failure to be a material breach of the Agreement.

19. CONTRACTOR represents that none of its principals, nor any of its employees, are under any known investigation by a governmental authority, nor has any principal or employee been served with any subpoena or other legal notice relating to or in connection with any investigation by the City of New York District Attorney's Office or any other local, state or federal law enforcement office.

20. CONTRACTOR acknowledges that this Agreement is supervised by and subject to regulation by HDC.

21. This Agreement shall not be effective without the prior written approval of HDC and New York City Department of Housing Preservation and Development, if required.

CONTRACTOR: \_\_\_\_\_ OWNER: \_\_\_\_\_

TITLE: \_\_\_\_\_ TITLE: \_\_\_\_\_

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