

PLEASE ATTACH THE FOLLOWING DOCUMENTS AND COMPLETED FORMS TO THIS APPLICATION

1. A LAYOUT OF PLANS & DRAWINGS
2. CONTRACTORS' CURRENT CERTIFICATE OF INSURANCE, WORKER'S COMPENSATION, LICENSE AND THE NECESSARY WORK PERMITS.
3. NOTICE AND ACCEPTANCE OF STANDARDS FOR CONTROL OF SOUND TRANSMISSION AND IMPACT TRANSMISSION (FLOOR COVERINGS) - IF APPLICABLE.
4. APPLICATION FOR HARD/TILE FLOORING AND INSULATION DATE - IF APPLICABLE.
5. RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT
6. MOVE IN/MOVE OUT AND DELIVERY POLICY FORM
7. UNIT ACCESS AUTHORIZATION FORM
8. DESIGNER AND CONTRACTOR IMPROVEMENT REGULATIONS

I/We understand and acknowledge that approval of this application must be granted before work on the modification may commence and that if modification/installation is done without the approval of the Association, the Association may force the removal of the modification/Installation and subsequent restoration to original form at my expense.

If modification/installation is done prior to the receipt of the Building Permit, the Association may force the removal of the modification/installation and subsequent restoration to original form at my expense.

All contractors are responsible for removal of debris from the property as a result of improvements.

Applicant Signature: _____ Date: _____

_____ APPLICATION APPROVED _____ APPLICATION DENIED

ADDITIONAL CONDITIONS:

BOARD APPROVAL: _____ DATE: _____

BROADWAY PROMENADE

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Release, Indemnification and Hold Harmless Agreement ("Release") is executed this _____ day of _____, 20____ by the undersigned Owner(s) of UNIT _____ located at BROADWAY PROMENADE.

Whereas, the Association will permit the undersigned to engage contractors and vendors (including all those working by, through, or under them, the "Personnel") to perform work within the undersigned's Unit subject to the terms and conditions set forth hereinafter. The contractor must submit a current certificate of insurance for general liability insurance with limits of at least \$100,000.00.

Now, Therefore, in consideration for being permitted the benefit of allowing the Personnel to perform Work within the undersigned's Unit and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the undersigned specifically agree to the following:

1. The above recitals are true and correct and are incorporated herein by reference.
2. The undersigned acknowledges that the Work performed by such Personnel within their Unit shall be at the undersigned's sole risk and the Association shall not have any responsibilities or liability for the Work performed by such Personnel and further acknowledges and agrees that the Association has made no representations regarding the Personnel's ability or qualifications to perform the Work.
3. The undersigned acknowledges and agrees that the Work performed by such contractor or vendor within their Unit shall be at the undersigned's sole risk and the Association shall not have any responsibilities or liability for the Work performed by such contractor or vendor and further acknowledge that the Association has made no representations regarding the contractor or vendor's ability or qualifications to perform the Work.
4. The undersigned (jointly and severally of more than one) hereby release, indemnify and hold harmless, BROADWAY PROMENADE Condominium Association, Inc. and its directors, officers, agents and employees, lessees, guest and invitees and all member of the Associations from and against all claims, damages, losses and expenses including attorney's fees, at both the trial and appellate level, arising out of or resulting from the contractor or vendor's entry to the undersigned's Unit and the Work performed by, through or under them. This indemnification shall extend to all claims and damages, including consequential damages, losses and expenses attributable to bodily injury, death, 80 and to damages, theft or injury to and destruction of real or personal property including loss of use resulting therefore arising out of or resulting from the Work performed by the contractor or vendor and entry into the undersigned's Unit.
5. We have read this Release and understand and agree to all of its terms. We execute it voluntarily and with full knowledge of its significance.

IN WITNESS WHEREOF, The undersigned have executed this Release the day and year set forth above.

Witnesses

Owner(s)

**STATE OF FLORIDA
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me
this _____ day of _____, 20_____,
by _____ and _____ and

(he/she/ they) are (personally known to me or have produced _____ as
identification and (did/did not) take an Oath.

Notary Public: _____
Signature



Broadway Promenade Condominium Assn Inc
1064 N. Tamiami Trail, Sarasota, FL 34236
broadway@broadwaypromenade.net
Phone 941-951-0260 – FAX 941-953-3970

UNIT ACCESS AUTHORIZATION
GUESTS and/or CONTRACTORS

I, _____, hereby authorize the following person(s) to enter
Unit Number _____ effective (date).

This authorization is valid through _____(date).

(PLEASE BE SURE THAT PRINTING IS LEGIBLE)

<u>AUTHORIZED PERSON(S)/COMPANY</u>	<u>DESCRIPTION (Friend, family, business)</u>
_____	_____
_____	_____
_____	_____
_____	_____

INSTRUCTIONS:

Owners or authorized persons, may access the property at will using fobs at designated entry points. The resident must authorize all other visitors to the property. You may authorize entry at any time with written confirmation. If you wish to authorize access to your unit during an absence from the property, use this form to designate such authorization. Once the management office has this authorization, access will be given to the above listed parties until further notice. Residents must make all arrangements for unit accesses with their guests (i.e. provide keys, fobs, etc.).

Contractors or service personnel are not allowed to use Proxy Keys; residents are responsible to provide them ONLY with UNIT KEYS.

The undersigned acknowledges and agrees to fully indemnify and hold harmless you and all of your officers, directors, members, employees and agents (including, without limitation, your management and security companies and their officers, directors and employees) for and from any and all misconduct or negligence of the person(s) named above, whether in the Unit, the Common Elements of the Condominium or otherwise (such agreement to include all attorney fees and court costs regardless of whether suit is brought or any appeal is taken there from).

OWNER/LESSEE SIGNATURE
TELEPHONE # : _____ FAX # : _____

CONTRACTORS, DECORATORS & INSTALLERS POLICIES & PROCEDURES

Service Vendors General Procedures

The following are procedural guidelines that Contractors, Decorators, and Installers (“Service Vendors”) must follow while working in your unit:

1. All Service Vendors must register with Front Desk Staff prior to entering the unit.
2. Service Vendors will be provided access to the unit if unit owner has completed the Access Authorization forms.
3. Service Vendors must leave the building by 5:00pm. Service work must be done Monday – Friday between 9:00am – 5:00pm. No such work shall be done on Saturdays or Sundays.
4. Service Vendors will be provided a designated parking area for Service Vehicles.
5. All Deliveries by and for Service Vendors will be made through the Receiving Area ONLY and during the Service Hours (see guideline #3).
6. Service Vendors will abide by all Rules and Regulations.
7. Management retains its right to deny access to or remove any Service Vendor that fails to meet the standards set forth in this document or other verbal or written standards as dictated by Management on behalf of the Board of Directors.
8. Service Vendors will file for all required permits and perform the necessary inspection requirements based on those permits filed with the City.
9. Service Vendors will provide, through the unit owner, the necessary specifications and intended modification application, sound control application and other documentation that describes work to be performed in the unit.
10. Service Vendors will not use any of the Common Areas as a work area, lunch area, or leave debris behind at any time.
11. Service Vendors will be held responsible and the unit owner will be held responsible for any damages to the Common Areas inflicted in the process of performing work to the unit or by any negligent act while on the property.
12. Service Vendors may only travel to and from the unit for which they are registered to work.
13. Service Vendors must check with Management if certain work requires special conditions for which there are restrictions posted or verbally communicated. Service Vendors will not arbitrarily act on their own if such instances arise.
14. Service Vendors will not smoke while in the building’s Common Areas.
15. All Service Vendors must be licensed and insured to perform work for which they were hired. It is the owner’s/resident’s responsibility to verify that the Service Vendor is properly licensed and insured, and to provide documentation (Certificate of Insurance) of such to the Management Office **before** any work commences.
16. Service Vendors will only use Management-designated elevators to travel to and from the unit.
17. Management or The Association is not responsible for supervising, direction, or managing Service Vendors on their services to the unit owners.

Contractors' Insurance / License

To protect yourself, and the Condominium Association, from liability exposure, all contractors performing work in your unit (i.e. decorators, flooring companies, etc.) must be licensed and insured in order to maintain the highest standards for our property. A copy of each of the following must be on file with the Management Office prior to the contractor commencing work:

1. Contractor Registration Form;
2. Current Certificate of Insurance for General Liability Insurance with limits as required by the Condominium Association and naming the Condominium Association as an additional named insured under the policy;
3. Licenses and applicable work permits;
4. Current Certificates of Applicable Worker's Compensation.

No contractor can be given access to your unit **without prior submittal** of these documents to the Management Office.

All required permits must be submitted to the Management Office and posted **prior** to commencement of work.

All tile installers / contractors must obtain a plumbers permit when working in kitchen, bathroom, or in and around areas where plumbing is affected.

Mar-2011