

Unit#: \_\_\_\_\_

# Architectural Modification Application

## PLEASE COMPLETE ARC APPLICATION & ATTACH NECESSARY DOCUMENTS

1. A written description of work being done.
2. This is a **Post Tension Cable Building**. A layout of plans & drawings is required when **drilling or taking down walls & cabinets**.
3. Attach or email contractors' current **certificate of insurance (COI)**, worker's compensation, license and any necessary work permits.  
Email: [kstanek@broadwaypromenade.net](mailto:kstanek@broadwaypromenade.net) & [jodi@broadwaypromenade.net](mailto:jodi@broadwaypromenade.net)
4. Release, indemnification and hold harmless agreement
5. Unit access authorization form

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: \_\_\_\_\_

BOARD APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_

MANAGER APPROVAL: \_\_\_\_\_ DATE: \_\_\_\_\_

\_\_\_\_\_ APPLICATION APPROVED \_\_\_\_\_ APPLICATION DENIED

## **CONTRACTORS, DECORATORS & INSTALLERS POLICIES & PROCEDURES**

The following are procedural guidelines that “Service Vendors” must follow while working:

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 form.
3. **Work hours are Monday – Friday between 9:00am – 5:00pm. No such work shall be done on Saturdays or Sundays.**
4. All Deliveries by and for Service Vendors will be made through the Receiving Area ONLY and during the Service Hours (see guideline #3).
5. Service Vendors will abide by all Rules and Regulations.
6. 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.
7. Service Vendors will file for all required permits and perform the necessary inspection requirements based on those permits filed with the City.
8. 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.
9. Service Vendors will not use any of the Common Areas as a work area, lunch area, or leave debris behind at any time.
10. 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.
11. Service Vendors may only travel to and from the unit for which they are registered to work.
12. 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.
13. Service Vendors will not smoke while in the building’s Common Areas.

14. 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.**
15. Service Vendors will only use Management-designated elevators to travel to and from the unit.
16. 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 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. 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.
2. Licenses and applicable work permits.
3. 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.

Contractor Signature \_\_\_\_\_ Date \_\_\_\_\_

Unit Owner Signature \_\_\_\_\_ 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, 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](mailto: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 for one year.**

(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 #

