

# HARD FLOORING APPLICATION

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

Telephone#: \_\_\_\_\_

Contractor/Installer Company: \_\_\_\_\_

Contractor/Installer Telephone#: \_\_\_\_\_

Type of Sound Insulation/Isolation: \_\_\_\_\_

**STC RATING:** \_\_\_\_\_ **IIC RATING:** \_\_\_\_\_

(STC and IIC ratings must be supported with documented data on sound testing).

## **Location of installation; Square footage and type of hard flooring:**

**Dining:** Footage - \_\_\_\_\_ Type - \_\_\_\_\_

**Kitchen:** Footage - \_\_\_\_\_ Type - \_\_\_\_\_

**Bath:** Footage - \_\_\_\_\_ Type - \_\_\_\_\_

**Foyer:** Footage - \_\_\_\_\_ Type - \_\_\_\_\_

**Balcony:** Footage - \_\_\_\_\_ Type - \_\_\_\_\_

The above-named contractor is attesting to the fact that proper soundproofing as stated above will be installed.

\_\_\_\_\_  
Contractor/Installer Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Unit Owner Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Board Approval

\_\_\_\_\_  
Date

\_\_\_\_\_  
Manager Approval

\_\_\_\_\_  
Date

## **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 #

## BROADWAY PROMENADE

### NOTICE AND ACCEPTANCE OF STANDARDS FOR CONTROL OF SOUND TRANSMISSION AND IMPACT ISOLATION (FLOOR COVERINGS)

Pursuant to the Declaration of Condominium, Article 9.2 for BROADWAY PROMENADE, hard and/or heavy surface floor covering, including, without limitation, tile and wood ("Floor Coverings"), cannot be installed in any part of a condominium unit, other than the bathroom and balcony, without the prior approval and consent of BROADWAY PROMENADE ("The Association").

Weight and Sound Restrictions. Other than the bathrooms and balconies which are not physically located over and/or above the living areas of another Unit, hard and/or heavy surface floor coverings, such as tile, wood, marble, stone, and the like, will not be permitted in the Unit or Limited Common Elements unless installation of such materials is in accordance with the Rules of the Association and prior notice is given to the Association. All other areas of the Unit are to receive sound absorbent, less dense floor coverings, such as carpeting. A request for use of a hard and/or heavy surface floor covering in any location is the Unit, other than bathrooms and balconies, must be submitted to the Board of Directors of the Association and also meet applicable structural and sound abatement requirements. Also, the installation of any improvement or heavy object must be submitted to in advance and approved in writing by the Board of Directors of the Association, and be compatible with the structural design of the Building.

Prior to the Installation of hard surface flooring, the Unit Owner must provide the Association with technical data for the complying weight and thickness of the sound control underlayment product that meets or exceeds the Association's standards and minimum requirements for sound control underlayment as adopted by the Board of Directors of the Association, from time to time. The Board reserves the right to revise or modify the standards and minimum requirements for sound control underlayment from time to time. The Board of Directors may require a structural Engineer to review certain of the proposed improvements, with such review to be at the Owners sole expense. Additionally, the Board will have the right to specify the exact materials to be used on balconies and terraces. Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and the Association has the right to require immediate removal of violations after notice to the Unit Owner. The Association shall have the right to charge a Unit Owner for the removal of any materials which are, in violation of the sound control standards and shall also be entitled to a lien on the Condominium Parcel as provided in section 718.116(5)(b), Florida Statutes. Each Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound transmission in a high-rise building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and/or mechanical equipment can often be heard in another Unit. The Developer does not make any representation or warranty as to the level of sound transmission between and among Units and the other portion of the Condominium Property, and each Unit Owner hereby waives and expressly releases any such warranty and claim for loss damages resulting from sound transmission.

The undersigned hereby acknowledges receipt of the forgoing notice and agree to abide by and be bound by the terms hereof.

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

Unit Owner Name (Print): \_\_\_\_\_

Unit Owner Signature: \_\_\_\_\_

SCHEDULE "A"  
TO  
BY-LAWS  
RULES AND REGULATIONS  
FOR

BROADWAY PROMENADE CONDOMINIUM ASSOCIATION, INC.

The following Rules and Regulations supplement those contained in the Declaration of Condominium for Broadway Promenade, a Condominium (the "Declaration") they are applicable to all occupants of Units as well as to Unit Owners, however these rules shall not apply to the Units in the Commercial Condominium:

**Pertaining to flooring and/or architectural modifications: (page 5 - 6)**

“23. Noise.

A. Any Unit Owner; installing any flooring materials (including but not necessarily limited to ceramic tile, marble, wood, etc.) in areas of the Unit or limited common elements appurtenant thereto, other than baths as allowed for in the original construction, is required to notify the Association and to insure that a Sound Control Underlayment System is used which system must comply with the rules of the Association. Carpet (or some other sound absorbent less dense floor covering) may also be installed in any portion of the Unit without flooring materials.

B. All hard surfaced flooring must be installed over sound control material rated at a MINIMUM of 52 IIC — and 52 STC. A material specification sheet and laboratory sound test results must accompany all requests for installation. Sound control materials must meet the required testing levels as applicable to the building 8" post tension concrete slab system acoustical ceiling system. It is recommended to use Proflex MSC 90, or similar 90 mil composite underlayment consisting of a rubberized membrane laminated to a high strength reinforcing fabric.

**Cork is no longer acceptable due to mold problems.**

During the installation of flooring, it is imperative that contractors do not undercut doors to the Unit beyond the recommended door limits. Any weather stripping removed at the time of cutting MUST be replaced. The Unit Owner shall be responsible for replacing any doors that do not meet local governmental requirements after the installation of flooring.”

“E. Carpentry, carpet-laying, picture-hanging, or any trade (or do-it-yourself work) involving hammer work, etc., must be done between the hours of 9:00 a.m. and 5:00 p.m. on Monday through Friday. ONLY. No such work shall be done on weekends.”



# PROFLEX™ 90 MSC Flooring Underlayment

## Features & Benefits:

- **Dual Soundproofing Function** - PROFLEX™ 90 MSC reduces noise from impact, such as foot fall, and reduces airborne sound transmission, such as noise from voices, TV's and stereos.
- **Protects from Cracks** - PROFLEX™ 90 MSC bridges cracks and controls joints up to 3/8" wide, eliminating the transfer of cracks to the finished flooring.
- **Not Condition Sensitive** - PROFLEX™ 90 MSC may be installed in interior and exterior locations. Also, PROFLEX™ may be installed in locations exposed to moisture.
- **Ease of Installation** - PROFLEX™ 90 MSC is a peel and place application decreasing installation time. Simply, roll out the product, measure and cut. Then peel the protective backing and place.



## General Information:

PROFLEX™ 90 MSC is a floor soundproofing product for under tile, stone and hardwood finished floors. PROFLEX™ 90 MSC is a 90 mil composite underlayment consisting of a rubberized membrane laminated to a high strength reinforcing fabric on the face and a siliconized release sheet on the adhesive side. PROFLEX™ 90 MSC is specially designed to be used under approved thin-sets, mortars, and adhesives for interior and exterior applications of ceramic tile, stone, and brick, and for interior applications of wood flooring to eliminate the transmission of cracks and to reduce sound transmission. Other applications also may be suitable. Contact our Acoustic Consultants for further information. To eliminate cracks in finished floor work, the product should be applied to the entire substrate prior to the installation of the finished flooring. This product must be used with PR11 Water Based Primer.

## Acoustic Data:

Product	STC*	IIC*
PROFLEX 90 MSC	72	68

\* STC = Sound Transmission Class

\* IIC = Impact Insulation Class

## Applications:

Hotels and Resorts • Offices and Conference Rooms • Restaurants • Single Family Dwellings • Multi Family Dwellings • Homes, Condos or Apartments • Classrooms and Educational Buildings

## Product Availability:

- 0.09 in. (90 mil) x 36 in. x 33.3 ft. Roll (100 sqft)

## Coverage:

- 1 roll will cover approximately 100 sqft