

Architectural Modification Application

PLEASE COMPLETE APPLICATION & ATTACH NECESSARY DOCUMENTS

- This is a **Post Tension Cable Building**. A layout of plans & drawings is required when making modifications to walls, no alteration of load bearing walls is permitted.
- Attach or email contractors current certificate of insurance (COI), worker's compensation, license and any necessary work permits. Email: kstanek@broadwaypromenade.net
- 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 owner expense.
- Contractors are responsible for removal of debris from the property, not to use Condominium Dumpsters and Must keep the common areas and hallways clean daily.

Unit #: _____

Applicant Signature: _____ DATE: _____

BOARD APPROVAL: _____ DATE: _____

MANAGER APPROVAL: _____ DATE: _____

CONTRACTORS, DECORATORS, & INSTALLERS POLICIES & PROCEDURES

1. All Service Vendors must sign in and out at the Front Desk daily.
2. Service Vendors will be provided access to the unit if unit owner has completed the Access Authorization form (last page of this application).
3. **Work hours are Monday – Friday between 9:00am – 5:00pm**, including clean up time. No work shall be done on Saturdays or Sundays.
4. All Deliveries by and for Service Vendors will be made through the loading zone only.
5. Service Vendors will abide by all Rules and Regulations. Management retains its right to deny access to or remove any Vendor that fails to meet the standards set forth in this document or Rules as dictated by Management on behalf of the Board of Directors.
6. Service Vendors will file for all required permits and perform the necessary inspection requirements based on those permits filed with the City.
7. 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.
8. Service Vendors will not use any of the Common Areas as a work area, lunch area, leave debris behind, smoke on property, and only travel to and from the unit.
9. 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.
10. 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) to the Management Office before any work commences.
11. Service Vendors will only use the freight elevator to travel to and from the unit.

Contractors' Insurance / License

To protect yourself, and the Condominium Association, from liability exposure, all contractors performing work in your unit 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.

RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

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.

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

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

Witnesses

Print _____ Sign _____

Owner(s)

Print _____ Sign _____

Print _____ Sign _____

**STATE OF FLORIDA
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ and (he/she/ they) are (personally known to me or have produced an I.D. as identification.

Notary Public: _____

Signature



BROADWAY
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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

Unft Number _____ effective (date).

This authorization is valid through _____ (date).

(PLEASE BE SURE THAT PRINTING IS LEGIBLE)

AUTHORIZED PERSON(S)/COMPANY

DESCRIPTION {Friend, family, business}

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 unft 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 wftH 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