

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 plumber's permit when working in kitchen, bathroom, or in and around areas where plumbing is affected.

Mar-2011

BROADWAY PROMENADE

APPLICATION FOR HARD FLOORING INSTALLATION AND INSULATION DATA

Unit Owner's Name: _____

Telephone #: _____ Unit #: _____

Scheduled Install Date: _____

Contractor/Installer Company: _____

Contractor/Installed: _____

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. In addition, a sample of the soundproofing material must be supplied accompanying this paperwork. The Management Office must be notified when the soundproofing installation is completed so that we may inspect and take a picture of the installed areas for future reference.)

Location where floor will be installed; Square footage and type of hard flooring:

Dining: Footage - _____ Type - _____

Kitchen: Footage - _____ Type - _____

Bath: Footage - _____ Type - _____

Foyer: Footage - _____ Type - _____

Balcony: Footage - _____ Type - _____

Any balcony and bathroom hard flooring installation must be in accordance with the recommended details provided in the Designer and Contractor's Regulations Guide.

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

Management Representative Date

APPROVED BY: _____ DATE: _____

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 in 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 8:00 a.m. and 6:00 p.m. on Monday through Friday and Saturday between 10:00 a.m. and 5:00 p.m. ONLY. No such work shall be done on Sundays."



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PROFLEX™ MSC 90 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 MSC is designed for full coverage crack suppression and sound control. PROFLEX™ MSC 90 is specially designed to be used under approved thinsets, 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. To eliminate cracks in finished floor work, the product should be applied to the entire substrate prior to the installation of the finished flooring for crack suppression.



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Easy and fast to install with standard tools

Ready for tiling immediately after installation

Crack and joint isolation up to 3/8"

Crack Suppression

Sound Control

Moisture Vapor Protection up to 5# per 1000 sq.ft/24 hr

**CaCl₂ Test (see installation instructions)*

Concrete (Poured, Prestressed, Precast)

Cured (Mortar Beds, Self Leveling Compounds, Gypcrete)

Concrete Backerboards

Wood (Exterior Grade Plywood, Hardwood, Tongue and Groove, OSB)

100 sq.ft. per roll

3' x 33.3' roll boxed

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.

Revised 4/26/12

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