

# VENTNOR H CONDOMINIUM ASSOCIATION

## UNIT MODIFICATION APPLICATION

THE BOARD SHALL HAVE THE OBLIGATION TO RESPOND AND OR APPROVE/DISAPPROVE THIS APPLICATION WITHIN THIRTY (30) DAYS AFTER THE DATE OF RECEIPT (DEPENDNIG ON THE COMPLEXITY OF THE WORK), ANY WRITTEN REQUEST BY A UNIT OWNER FOR APPROVAL OF ANY/ALL ADDITIONS, ALTERATIONS, OR IMPROVEMENTS IN THE UNIT OWNERS' UNIT. (CONDOMINIUM DECLARATION SECTION 10.6)

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

Date Submitted: \_\_\_\_\_

Expected start date: \_\_\_\_\_

Expected completion date: \_\_\_\_\_

Unit Owner(s): \_\_\_\_\_

Telephone/Cell: \_\_\_\_\_ Email: \_\_\_\_\_

Contractor(s)/service provider name: \_\_\_\_\_

Contractor(s)/service provider contact info: \_\_\_\_\_

Telephone #

Alternate contact info

Describe the modifications being requested, providing detail, including materials, areas involved; use additional paper if needed:

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CHECK THE APPLICABLE BOX IF YOUR CONTRACTOR WILL NEED ACCESS TO: ELECTRICAL ROOM ☐ ROOF ☐

BEFORE APPLICATION WILL BE CONSIDERED, THE FOLLOWING MUST BE ATTACHED TO THIS APPLICATION: (please use this checklist list)

- ☐ Written scope of work indicating all and exact work to be performed
- ☐ **Refundable security deposit, check made payable to VENTNOR H CONDO ASSOCIATION in the amount of \$500.** The check will not be deposited and will be returned if there are no damages to common areas once the work is completed.
- ☐ Contractor/Service Providers current certificate of insurance. *Contractor/Service providers must have in force and have agreed to continuously carry during the extent of your modifications, comprehensive general liability insurance with contractual liability coverage in the minimum amount of three hundred thousand dollars (\$300,000.00) listing the unit owner, Board of Directors of Ventnor H Condominium Association, and Seacrest Services as additional insured (Certificate Holder.)* **Insurance must be valid for a minimum of 6 months from commencement of work date!** This requirement not only protects the Association but also protects you, the unit owner. Expiration Date: \_\_\_\_\_
- ☐ Contractor/Service Providers current Workers' Compensation Insurance as required by State Law (*Construction industry: WC coverage required when employing one or more part- or full-time employees / Non-construction Industry: WC coverage required when employing 4 or more part- or full-time employees/or proof of exemption*). **Workers Comp must be valid for a minimum of 6 months from commencement of work date!** This requirement not only protects the Association but also protects you, the unit owner. Expiration Date: \_\_\_\_\_

- ☐ Contractor/Service Providers' licenses. **Contractors must be licensed in the State of Florida.** *(must have in force and must have agreed to continuously carry during the extent of your modifications,).* **Contractors License Must Be Valid For a minimum of 6 months from commencement of Work Date! This requirement not only protects the Association but also protects you, the unit owner. Expiration Date:\_\_\_\_\_**
- ☐ Signed and dated "UNIT OWNERS' ACKNOWLEDGEMENT OF RESPONSIBILITIES AND IMPORTANT INFORMATION" *(see attached)*
- ☐ Signed and dated "CONTRACTOR(S)/SERVICE PROVIDER AND THEIR SUBCONTRACTORS, VENDORS, AGENTS AND/OR EMPLOYEES ACKNOWLEDGEMENT OF RULES/REGULATIONS AND GUIDELINES" *(see attached)*
- ☐ Unit Owner RELEASE, INDEMNIFICATION AND HOLD HARMLESS agreement *(see attached)*
- ☐ *(if applicable)* sample of underlayment (sound proofing) with specifications, for floor tile installation. Minimum required soundproofing: PROFLEX MSC90 SOUND CONTROL MEMBRANE OR 200 USC *(required for floors, 2 through 4)*

**PLEASE RETURN THIS APPLICATION, INCLUDING SUPPORTING DOCUMENTATION/SAMPLES AND SECURITY DEPOSIT CHECK MADE PAYABLE TO VENTNOR H CONDO ASSOCIATION TO EITHER THE BOARD PRESIDENT, SECRETARY, OR TREASURER.**

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**THIS SECTION FOR BOARD USE ONLY**

Application:      **Approved** ☐                      **Denied** ☐

If applicable, reason for denial: \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Board representative signature                      Date

If applicable, reason for denial: \_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_\_  
 Board representative signature                      Date

## **CITY OF DEERFIELD BEACH PERMIT REQUIREMENTS**

**Once you receive BOD written approval, you need to take the approval letter to the City of Deerfield Beach, Building Division to obtain any necessary permits**

**Check with City of Deerfield Beach website to find when a permit is required**

**[www.deerfield-beach.com](http://www.deerfield-beach.com)**

**PLEASE BE AWARE THAT THE CITY OF DEERFIELD BEACH, BUILDING DIVISION PERIODICALLY REVISE THE REQUIREMENTS WITHOUT UPDATING THEIR WEBSITE IN A TIMELY MANNER THEREFORE, IT'S BEST TO CALL THEM OR GO TO THEIR OFFICE**

**Permits can be applied for on line**

**City of Deerfield Beach, Building Services  
150 NE 2<sup>nd</sup> Ave, Deerfield Beach, Fl 33441  
954-480-4250 – Fax: 954-422-5812**

**HOURS OF OPERATION: 7:30AM – 4:30PM  
Inspections: 954-571-4504**

**(excerpt from their site)**

Florida Building Code does not allow an owner of a condo to do work on his unit. Also, a Florida Licensed Contractor must be hired, and a permit must be obtained prior to allowing any contractor to start work. Failure to hire a licensed contractor is a felony in the state of Florida "Florida Statute 489.127(1) (f)". Permits are required for almost any work in your unit. Exceptions are interior painting and replacing floor covering, which may have some requirements implemented by your association to comply with State regulations about noise transmittal.

Here are some common examples of work that is typically performed by condo owners that require a permit and a licensed contractor:

- water heaters
- air-conditioning units
- renovation for kitchens or bathrooms
- replacing bathtubs or showers
- replacing windows or doors
- installation of hurricane shutters
- replacing any balcony enclosures with screen/ acrylic windows
- enclosing balconies with windows to add a new room (which is an addition)
- adding light fixtures or electric fan connection
- mold remediation works

## **Roof And Electrical Room Access Procedures**

**It is the responsibility of the unit owner to make prior arrangements with a board member if access is required. The board of directors contact information is available at the display case near the elevator.**

# **VENTNOR H CONDOMINIUM ASSOCIATION**

## **UNIT MODIFICATION APPLICATION**

### **UNIT OWNERS'**

#### **ACKNOWLEDGEMENT OF RESPONSIBILITIES AND IMPORTANT INFORMATION**

I acknowledge receipt of the "UNIT MODIFICATION APPLICATION" (pages 1 through 10) attached hereto and acknowledge and understand that as a unit owner:

1. Unit owners must have closed on their unit before applying for any modifications/repairs.
2. All contractor(s)/service providers and their subcontractors, vendors, agents and/or employees' work requires written Board approval. The Board will not accept or begin the approval process until a complete package is submitted including:
  - a) Modification application
  - b) Signed/dated Unit owner *ACKNOWLEDGMENT OF RULES/REGULATIONS AND GUIDELINES*
  - c) Signed/dated Unit Owner's RELEASE AND INDEMNIFICATION form
  - d) Signed/dated Contractor/service providers' and their, subcontractors, vendors, agents and/or employees *ACKNOWLEDGMENT OF RULES/REGULATIONS AND GUIDELINES*
  - e) Copies of their current General Liability Insurance Certificate
  - f) Copies of their current Workers' Comp Certificate
  - g) Copies of their current license
  - h) Samples of underlayment (if applicable)
  - i) Any other additional documents/samples (if applicable)
  - j) Check in the amount of \$250.00 refundable security deposit made payable to Ventnor H Condominium Association. The check will not be deposited; it will be returned if there are no damages to common areas once the work is completed. Should common area damages exceed \$250, the unit owner agrees to pay the additional fees to repair the damage(s) or it will be added to the unit owners' maintenance account ledger.

Completed package must be submitted to the Board President, Secretary or Treasurer and approval of this application must be granted in writing by the Board.

3. Pursuant to Section 10.6 of the Declaration of Condominium for Ventnor H, no unit owner shall commence with any alternation/modification or improvement to their unit unless they have first obtained written approval from the Board of Directors of Ventnor H Condominium Association and applicable City of Deerfield Beach permits are visually posted in the front window and that if any modification/installation commences prior to receipt of written Board approval and Building Permits visibly posted, the Association may enforce the removal of the modifications/installations and subsequent restoration to original form at my expense.
4. Once the written BOD approval has been received, a copy must be submitted to the City of Deerfield Beach, Building Division to obtain any required permits.
5. No unit owner shall cause or allow improvement or changes to the exterior of the building (front and/or back) and all areas appurtenant to the condo and/or all limited common elements (balconies) which alter the exterior appearance thereof, or which could in any way effect the structural, electrical, plumbing, or mechanical systems of the building, without the prior consent of the Board which consent may be withheld on purely aesthetic grounds within the sole discretion of the Board. This includes painting, decorating, or modifying in any manner.
6. When installing new front doors, windows including balcony windows, unit owners must adhere to the Association specs. The Association requires that all doors and windows are white.
7. A condition of allowing each unit owner to commence work in their unit, the unit owner shall be fully responsible for providing the Association with an acknowledgement signed by their contractor(s)/service provider and/or their subcontractors, vendors, agents and/or employees (see attached *"CONTRACTOR(S)/SERVICE PROVIDER AND THEIR SUBCONTRACTORS, VENDORS, AGENTS AND/OR EMPLOYEES*

**UNIT OWNER'S ACKNOWLEDGEMENT OF RESPONSIBILITIES AND IMPORTANT INFORMATION**

ACKNOWLEDGEMENT OF RULES/REGULATIONS AND GUIDELINES”) whereby such contractor(s)/service provider and their subcontractors, vendors, agents and/or employees agree to, as part of their contract with unit owners, agree to comply with and be bound by all the terms and conditions and rules and regulations and guidelines of Ventnor H Condominium Association.

8. All permits required by the City of Deerfield Beach must be **obtained by the contractor/service provider**, and **visibly posted in a window by units’ front door prior to commencing work**.
9. Board approval does not relieve unit owner(s) and contractor(s)/service provider and their subcontractors, vendors, agents and/or employees’ responsibility of meeting all state and local codes.
10. Hours for performing any modifications are: **Monday through Friday, between the hours of 9:00 am and 5:00 pm. NO WEEKEND, HOLIDAY OR EVENING WORK IS PERMITTED!** Any contractor(s)/service provider and their subcontractors, vendors, agents and/or employees that violate the Associations’ allowed time will be charged \$50.00 for each additional hour of work which will be deducted from the unit owner’s security deposit. Notwithstanding the foregoing, work may continue until 6pm provided it is not noise producing. Emergency repairs may take place at any time. Noise producing work can only be performed between the hours of 9:00am to 5:00pm Monday to Friday **ONLY**.
11. **Working in any common areas is STRICTLY PROHIBITED!** This includes cutting of moldings, carpeting, wood, tile etc.
12. **Unit owner is responsible for any and all damages to Ventnor H common elements (building, catwalk, elevator, stairs, laundry room, storage room, parking areas, and surrounding grounds) caused by the contractor(s)/service provider and their subcontractors, vendors, agents and/or employees.**
13. **New flooring on floors 2 to 4 must include sound dampening/sound proofing underlayment. A sample, with specifications must be provided with this application to the Board for approval before installation. Minimum required soundproofing: PROFLEX MSC90 SOUND CONTROL MEMBRANE OR 200 USC**
14. The elevator is a small (slow moving) resident elevator which is not a service/freight elevator, however can be used for small, light items once the elevator pads have been installed.  
**Elevator dimensions (elevator ceiling is not expandable):** 6 ft x 3ft, 6 in, **maximum weight restriction: 2,000 lbs.** If your items do not fit into the elevator, you need to arrange to have them carried up the stairs taking every precaution as to not damage the steps, handrails and/or walls and ceilings in the stairwell. No hoisting harness is permitted to be attached to the roof or the railings. It is your contractor(s)/service provider and their subcontractors, vendors, agents and/or employees’ responsibility to observe the weight and size restrictions of the elevator, as any unnecessary shutdowns will delay the progress of your contractor(s)/service provider and their subcontractors, vendors, agents and/or employees and residents in the building and subject you, the unit owner, to additional expenses in the event of damage.
15. **Unit owner is responsible to ensure the installation and removal of elevator pads which are located in the 1<sup>st</sup> floor, south laundry room in the back of the locked storage room. It is the unit owners’ responsibility to ensure they are put back in the storage room as soon as the modifications are complete.**
16. **Unit owner is responsible to ensure that their contractor(s)/service provider and their subcontractors, vendors, agents and/or employees place RAM BOARD on the elevator floor to prevent damage before unloading any material or starting work. NO EXCEPTION!**
17. During modifications, when AC units are running inside your unit, it is recommended to change/clean your AC filters. Accumulation of dust and debris will prevent your filter from supplying proper air flow and the debris can damage and/or prevent your AC from performing properly.
18. During the installation of flooring, drywall alternations and similar work, smoke detectors can be falsely activated and damaged by dust. Special care must be taken to protect these devices during your modification. It is recommended that your contractor(s)/service provider and their subcontractors, vendors, agents and/or employees use TEMPORARY COVER CAPS. “FALSE ALARMS”.

**UNIT OWNER'S ACKNOWLEDGEMENT OF RESPONSIBILITIES AND IMPORTANT INFORMATION**

19. The auditory speakers are part of the fire safety system and **MUST NOT** be removed for painting or general aesthetic by any contractor(s)/service provider and their subcontractors, vendors, agents and/or employees. Disabling/disconnecting them in your unit will impact other units in the building; finding and repairing these situations is time-consuming and expensive. Any tampering with the annunciator in your unit will be at your expense to repair.
20. Unit owner is responsible to ensure that no work will be performed by any of their contractor(s)/service providers and their subcontractors, vendors, agents and/or employees that will modify any building system or change any building fire rating or otherwise violate any of the restrictions or regulations contained in Ventnor H regulations. Unit owner is fully responsible to the Association for any and all violations of these regulations. The Association shall be notified in advance of any planned modifications of life support systems and the mechanical/electrical system in the unit. Should any unplanned requirements for a system modification arise during the modification process, the Association shall be notified prior to making the modification.
21. Ventnor H is a non-smoking building. Smoking by contractor(s)/service provider and their subcontractors, vendors, agents and/or employees, is strictly prohibited while on property.
22. Concrete core drilling is not permitted. Due to the presence of rebar cables within the floor and ceiling concrete slabs, the concrete shall in no manner be disturbed including installing small anchors. Notwithstanding the foregoing, when installing light fixtures/fans, you cannot drill deeper than 3" to prevent any damage to the rebar cables.
23. Relocation/addition of plumbing requiring core drilling is not permitted. Removal and capping off of plumbing fixtures is permissible only if adjacent areas are not affected. Removal and re-set of existing plumbing fixtures (flooring installation or replacement of fixture) must be performed by a licensed plumber. Wax rings improperly set can cause leakage to the unit below and result in unnecessary damages and expense. The refrigerator or other appliances with water lines should be reinstalled by a professional if removed during flooring installation.
24. Unit owner is financially liable for the expense of fines, damages to the building, catwalks, elevator, and/or any other common area during modification/installation/repairs or other activities related to the modification/installation/repairs and other related expenses etc. due to negligence of their contractor(s)/service provider and their subcontractors, vendors, agents and/or employees. Unit owner hereby agrees to comply with all the unit modification regulations and to cause their contractor(s)/service provider and their subcontractors, vendors, agents and/or employees to comply with these regulations.
25. The Board shall have the right to immediately shut down the unit owners' modifications for failure of the unit owner and/or it's contractor(s)/service provider and their subcontractors, vendors, agents and/or employees, to comply with these modification rules and regulations, with all costs associated with the shutdown to be borne by the unit owner.
26. Unit owner grants permission to the Board (or its agents) to enter their unit at reasonable times with reasonable advance notice, to inspect for compliance and safety practices.

**FAILURE TO COMPLY WITH ANY RULES AND REGULATIONS SET FORTH IN THIS DOCUMENT WILL RESULT IN CHARGES PLACED ON THE UNIT OWNER'S MAINTENANCE ACCOUNT LEDGER AND BANNING CONTRACTOR FROM ANY FUTURE WORK ON VENTNOR H PROPERTY. BY SIGNING BELOW, I/WE AGREE TO AND WILL ABIDE BY ALL STATEMENTS IN THIS APPLICATION.**

Unit # \_\_\_\_\_  
Unit Owner Printed Name \_\_\_\_\_ Unit Owner Signature \_\_\_\_\_

# VENTNOR H CONDOMINIUM ASSOCIATION

## CONTRACTOR(S)/SERVICE PROVIDER AND THEIR, SUBCONTRACTORS, VENDORS, AGENTS AND/OR EMPLOYEES

### ACKNOWLEDGEMENT OF RULES/REGULATIONS AND GUIDELINES

*(Please have your contractor(s)/service provider sign and date acknowledging the following guidelines listed below)*

I, the undersigned contractor/service provider who/which shall be performing work in unit \_\_\_\_\_ located at Ventnor H, Century Village East, hereby agree as a condition of entry to Century Village East property and to the aforementioned unit, to strictly comply with and to cause it's subcontractor(s)/service provider and their subcontractors, vendors, agents and/or employees, to comply with the below stated procedures and regulations which the undersigned acknowledges has been carefully read and fully understood.

1. I am licensed in the State of Florida.
2. I have provided the Association current copies of my General Liability Insurance (\$300,000), Workers' Comp Certificate and contractors' license.
3. All permits required by the City of Deerfield Beach must be ***obtained by the contractor/service provider***, and ***visibly posted in a window by unit owners' front door prior to commencing work***.
4. Board approval does not relieve unit owner(s) and contractor(s)/service provider and their subcontractors, vendors, agents and/or employees' responsibility of meeting all state and local codes.
5. Work is only permitted **Monday through Friday, between the hours of 9:00 am and 5:00 pm. NO WEEKEND, HOLIDAY OR EVENING WORK IS PERMITTED!**
6. Contractor(s)/service provider and their subcontractors, vendors, agents and/or employees, must have an English-speaking supervisor during execution of work. No subcontractors to work without supervision.
7. All contractor(s)/service provider and their subcontractors, vendors, agents and/or employees must park in the designated Ventnor H guest parking spaces only. Absolutely no parking in residents private parking spaces or blocking any residents parking spaces at any time for any length of time to offload materials and/or equipment.
8. Delivery of any materials/equipment will not be permitted to be brought to the building or unit by the contractor(s)/service provider and their subcontractors, vendors, agents and/or employees until the Board has provided the unit owner with a written approval letter AND all applicable City of Deerfield Beach permits are obtained and visibly posted in the front window.
9. Before offloading any equipment/materials/tools, contractor(s)/service provider and their subcontractors, vendors, agents and/or employees must place RAM BOARD on the elevator floor to protect it from any damage.
10. **Working in any common areas is STRICTLY PROHIBITED!** This includes cutting of moldings, carpeting, wood, tile etc. Contractor(s)/service provider and their subcontractors, vendors, agents and/or employees are not permitted to use the catwalks, storage rooms, or front area of the building for any work in connection with any alteration being done inside the owner's unit.
11. In order to prevent any safety hazards, contractor(s)/service provider and their subcontractors, vendors, agents and/or employees must clean the catwalk and walkway floors at the end of each day while work is being performed of any/all materials/tools and debris.
12. Contractor(s)/service provider and their subcontractors, vendors, agents and/or employees must remove all construction debris, and dispose of materials **OUTSIDE** of Century Village East; the use of **building's dumpster and/or any dumpster on Century Village East property is not permitted by the contractor(s)service providers, their subcontractors, agents and/or employees. Any violation of this will cause the banning of the Contractor(s)/service provider and their subcontractors, vendors, agents and/or employees from any future work on Century Village East property.**
13. Contractor(s)/service provider and their subcontractors, vendors, agents and/or employees must take any appliances and/or other items removed from the unit to locations outside of Century Village East; **no items are permitted to be left in any dumpster area within Century Village East**

**CONTRACTOR(S)/SERVICE ACKNOWLEDGEMENT OF RESPONSIBILITIES AND IMPORTANT INFORMATION**

14. The elevator is a small (slow moving) resident elevator which is not a service/freight elevator, however can be used for small, light items once the elevator pads have been installed.
15. **Elevator dimensions (elevator ceiling is not expandable):** 6 ft x 3ft, 6 in, **maximum weight restriction: 2,000 lbs.** If equipment/materials/tools do not fit into the elevator, you need to arrange to have them carried up the stairs taking every precaution as to not damage the steps, handrails and/or walls and ceilings in the stairwell. No hoist equipment/harness is permitted to be secured to the roof or the handrail. It is the contractor(s)/service provider and their subcontractors, vendors, agents and/or employees' responsibility to observe the weight and size restrictions of the elevator to prevent any damage to the elevator.
16. Contractor(s)/service provider and their subcontractors, vendors, agents and/or employees must provide their own hand trucks and small dollies for movement of materials.
17. Contractor(s)/service provider and their subcontractors, vendors, agents and/or employees must place RAM BOARD on the elevator flooring to prevent damage before unloading any material or starting work. NO EXCEPTION!
18. All materials and/or equipment must be transported immediately to the unit in which they will be working. No storage will be provided on the property other than in the owner's unit. No materials and/or equipment may be stored or left for any length of time in any common areas such as the stairwells, catwalks, storage rooms or on the lawn.
19. Daily cleanup is required to ensure that no safety or fire hazard exists in the unit. Special attention must be placed on any materials such as oily rags and flammable liquids that could ignite through spontaneous combustion. No materials, debris, trash, or scrap material is to be left in common areas (storage rooms) or catwalks overnight. The contractor(s)/service provider and their subcontractors, vendors, agents and/or employees shall remove all trash, debris, hazardous material, and scrap material from the unit at the end of each work day. VIOLATION OF THIS RULE CAN RESULT IN THE UNIT OWNER'S PROJECT SHUT DOWN BY THE ASSOCIATION.
20. Concrete core drilling is not permitted. Due to the presence of rebar cables within the floor and ceiling concrete slabs, the concrete shall in no manner be disturbed including installing small anchors. Notwithstanding the foregoing, when installing light fixtures/fans, you cannot drill deeper than 3" to prevent any damage to the rebar cables.
21. Relocation/addition of plumbing requiring core drilling is not permitted. Removal and capping off of plumbing fixtures is permissible only if adjacent areas are not affected. Removal and re-set of existing plumbing fixtures (flooring installation or replacement of fixture) must be performed by a licensed plumber. The refrigerator or other appliances with water lines should be reinstalled by a professional if removed during flooring installation.
22. During the installation of flooring, drywall alternations and similar work, smoke detectors can be falsely activated and damaged by dust. Special care must be taken to protect these devices during your modification. It is recommended that your contractor(s)/service provider and their subcontractors, vendors, agents and/or employees use TEMPORARY COVER CAPS. "FALSE ALARMS".
23. If windows and/or doors are being replaced, exterior surfaces must be properly patched and painted in accordance to the building requirements.
24. Any modification requiring the shutdown of fire sprinklers or any tampering or any changes in the water supply lines requires permitting from the City of Deerfield Beach and prior approval of the Board. The contractor(s)/service provider and their subcontractors, vendors, agents and/or employees must advise the Board a minimum of one (1) week in advance to schedule work, as other residential units may be affected.
25. The auditory speakers are part of the fire safety system and **MUST NOT** be removed for painting or general aesthetic by any contractor(s)/service provider and their subcontractors, vendors, agents and/or employees. Disabling/disconnecting them in your unit will impact other units in the building;
26. Ventnor H is a non-smoking building. Smoking by contractor(s)/service provider and their subcontractors, vendors, agents and/or employees, is strictly prohibited on Ventnor H property.
27. No use of radios, walk-mans or any other types of musical devices are allowed in common areas.



**CONTRACTOR(S)/SERVICE ACKNOWLEDGEMENT OF RESPONSIBILITIES AND IMPORTANT INFORMATION**

28. Consuming beer, alcohol or illegal drugs or substances by any contractor(s)/service provider and their subcontractors, vendors, agents and/or employees, is strictly prohibited while working on Ventnor H property and will result in shutting down the job and prohibit contractor(s)/service provider and their subcontractors, vendors, agents and/or employees from working on Ventnor H property in the future.
29. The Board may periodically conduct job-site inspections and/or safety surveys. Contractor(s)/service provider and their subcontractors, vendors, agents and/or employees shall stop work and immediately correct, or cause to be corrected, any unsafe conditions or areas of non-compliance noted during such inspections.
30. Contractor(s)/service provider and their subcontractors, vendors, agents and/or employees may not solicit or distribute advertising or promotional material on the property.

**THE ASSOCIATION SHALL HAVE THE RIGHT TO IMMEDIATELY SHUT DOWN THE UNIT OWNER'S CONSTRUCTION WORK FOR FAILURE OF THE UNIT OWNER AND/OR ITS CONTRACTOR(S)/SERVICE PROVIDERS AND THEIR SUBCONTRACTORS, VENDORS, AGENTS AND/OR EMPLOYEES TO COMPLY WITH THESE RULES AND REGULATIONS WITH ALL COSTS ASSOCIATED WITH THE SHUTDOWN TO BE BORNE BY THE UNIT OWNER. ALSO, FAILURE TO COMPLY WITH ANY RULES AND REGULATIONS SET FORTH IN THIS DOCUMENT WILL RESULT IN CHARGES PLACED ON THE UNIT OWNER'S MAINTENANCE ACCOUNT LEDGER AND BANNING CONTRACTOR FROM ANY FUTURE WORK ON VENTNOR H PROPERTY. BY SIGNING BELOW, I/WE AGREE TO AND WILL ABIDE BY ALL STATEMENTS IN THIS APPLICATION.**

\_\_\_\_\_  
Contractor Printed Name

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

\_\_\_\_\_  
Date

# VENTNOR H CONDOMINIUM ASSOCIATION

## RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Release, Indemnification and Hold Harless Agreement "Release") is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the undersigned owner(s) of unit \_\_\_\_\_ located at Ventnor H Condominium Association.

**WHEREAS**, the Association will permit the undersigned to engage contractor(s)/service providers 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/service provider must submit a current certificate of insurance for general liability insurance with limits of at least three hundred thousand dollars (\$300,000.00) and BOARD OF DIRECTORS, VENTNOR H CONDOMINIUM as an additional named insured; a current certificate of applicable Workers Compensation Insurance and a copy of applicable licenses and required permits will be required.

**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 and agrees 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 (jointly and severally of more than one) hereby release, indemnify and hold harmless the Association and its directors, officers, agents and employees, lessees, guest and invitees and all members of the Association 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/service provider 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/service provider or vendor and entry into the undersigned's unit.
4. The condominium Association shall not be responsible for reviewing any plans from the standpoint of structural safety, soundness, workmanship, materials, usefulness, conformity with building or other codes or industry standards, or compliance with governmental requirements. Further, each owner (including the successors and assigns) agrees to indemnify and hold the condominium Association harmless from and against any and all costs, claims (whether rightfully or wrongfully asserted), damages, expenses or liabilities whatsoever (including, without limitation, reasonable attorney's fees and court costs at all trial and appellate levels), arising out of unit modification approval by the condominium Association hereunder.

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)

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print name

\_\_\_\_\_  
Signature