

HAWAIIAN INN BEACH RESORT AND CONDO ASSOC, INC.

(also referred to as HIBRCA)

CONTRACTOR WORK REQUEST

Date: _____

Date work will commence: _____

Unit: _____

Date work will be completed: _____

Contractor Name: _____

Phone Number: _____

UNIT OWNER (APPLICANT): _____

TELEPHONE#: (CELL) _____

TYPE OF MODIFICATION BEING REQUESTED (Please describe in detail. Include material, color, size/dimensions or areas involved.)

ALL APPLICABLE PLUMBING, ELECTRICAL, HVAC, AND ARCHITECT'S PLANS, ENGINEERS REPORTS, MATERIAL SPECIFICATIONS, AND COPIES OF CONTRACTORS' CURRENT CERTIFICATE OF INSURANCE AND LICENSE MUST BE ATTACHED BEFORE APPLICATION WILL BE CONSIDERED, UPON ASSOCIATION APPROVAL, BUILDING PERMITS FROM THE CITY OF DAYTONA BEACH SHORES MUST BE PROVIDED PRIOR TO COMMENCING WORK.

FOR FLOORING: ACOUSTIC UNDERLAYMENT IS REQUIRED. MUST CONFORM TO CONDO DOCS AND CONTRACTOR RULES.

I/We hereby make application to HIBRCA, Inc. for the above-described item to be approved in writing. I/ We understand and acknowledge that approval of this request 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 Confirm and subsequent restoration to original form at my expense.

All contractors are responsible for removal of debris from property upon approval, Confirm with management office in advance for the advance for the installation date(s).

Owner Name: _____ Owner Signature: _____ Date: _____

Owner Name: _____ Owner Signature: _____ Date: _____

Authorized Representative Name: _____ Signature: _____ Date: _____

This Section for office use only

Applicant Approved

Applicant Denied

Application was approved by: _____ Date: _____

Application was not approved by: _____ Date: _____

Application was not approved for following reasons: _____

Additional Notes:

HAWAHAN INN BEACH RESORT AND CONDO ASSOC, INC,

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CONTRACTOR WORK REQUEST

Addendum# 1 to contract: _____ Date: _____

As a condition precedent to working on behalf of the _____ and/or any unit owner each contractor/subcontractor is required to provide the following.

Contractor/subcontractor warrants those services rendered herein by Contractor/subcontractor or its subcontractor will Co

Certificate of Insurance listing HAWAIIAN INN BEACH RESORT AND CONDO ASSOC, INC, Inc. as an "Additional Insured" for "your work" with respect to any negligent act or omission caused in whole or in part by you or anyone acting on your behalf. Insurance being underwritten by an insurance company with at least an "A-VTT" rating as defined by AM. Best. General Liability & Workers Compensation policies must contain "Waiver of Subrogation" naming HIBRCA,Inc and be shown on the Certificate of Insurance. Insurance coverage is to be "Primary and Non-contributory" any other insurance available to the certificate holder. General Liability & Excess Liability do not include a residential exclusion. A minimum of 30 days "Notice of Cancellation" to the Association is required and this shall be set forth in the certificate. The Certificate of Insurance must be submitted and approved by "Management" prior to commencement of any work performed. Certificate is to be emailed directly from the insurance company or insurance agent to "Management" Limits of insurance shall be no less than:

General Liability;	Each Occurrence	\$1,000,000
	Damage to Rented Premises	\$50,000
	Personal & Advertising injury	\$1,000,000
	General Aggregate	\$2,000,000
	Products & Completed Operations	\$2,000,000
Auto Liability;	Combined Sign Limit	\$1,000,000
Workers' Comp:	Each Accident	\$500,000
Umbrella/Excess	Each Occurrence/Aggregate	\$1,000,000

Indemnity Agreement

Contractor/subcontractor agree to defend, indemnify, and hold harmless to the fullest extent permitted by law, HAWAIIAN INN BEACH BEACH RESORT AND CONDO ASSOC, INC. its officers, agents, management, employees, and affiliates and unit owners from any claims, demands, liabilities and expenses with respect to claims for bodily injury or death or property loss or damage by whomsoever such claim may be asserted which claims are based in whole or in part upon any negligent act or omission on part of contractor/subcontractor, its subcontractor, agents, servants, or employees in providing Services hereunder.

Contractor/ Subcontractor warrants those services rendered herein by Contractor/subcontractor or it subcontractor will conform to the specifications requested, to be fit and sufficient for the purpose manufactured, of good material and workmanship and free from defects.

I have reviewed and agreed to all the terms above outlined in addendum# 1:

Company Name: _____

Contractor Signature: _____ Contractor Name: _____ Date: _____

HAWAIIAN INN BEACH BEACH RESORT AND CONDO ASSOC, INC.

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RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

This Release, indemnification and Hold Harmless Agreement ("Release") is executed this _____ day of _____ 20____
by the undersigned Unit Owner(s) of UNIT _____ located at HAWAIIAN INN BEACH BEACH RESORT
AND CONDO ASSOC, INC.

Whereas: the Association will permit the undersigned to engage contractors and vendors (including all those working by, 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 \$1,000,000 and list HAWAIIAN INN BEACH RESORT AND CONDO ASSOC.,INC. as an additional named insured: a current certificate of applicable Workers Compensation Insurance will be required: a copy of applicable licenses and required permits..

Now, therefore in consideration for being permitted the benefit of allowing 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 agrees to the following:

The above recitals are true and correct and are incorporated herein by reference

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.

The undersigned acknowledges 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 acknowledges that the Association has made no representations regarding the contractor's or vendor's abilities or qualifications to perform the Work.

The undersigned (jointly and severally if 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 levels, arising out of or resulting from the contractor or vendor's entry to the undersigned's Unit and the 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 private 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.

We have read this Release and understand and agree to all its terms. We execute it voluntarily and with full knowledge of its significance AND FURTHER AGREE TO RULES SET FORTH BELOW

Unit# _____

Owner's Name: _____

Signature: _____

Date: _____

PROPERTY RULES

- **NO PARKING OUTFRONT IN GUEST LOADING & UNLOADING AREAS**
- **NO USING GUEST LUGGAGE CARTS**
- **NO DUMPING OF ANY JOBSITE MATERIALS ON HAWAIIAN PROPERTY**
- **NO PARKING IN GUEST/OWNER PARKING AREA/ PARKING PROVIDED IN LAST TWO ROWS OF NORTH PARKING AREA, UNLOADING ALLOWED BY GATES FOR 30 MINUTES OR LESS.**

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ACKNOWLEDGEMENT OF CONTACTOR LICENSE & INSURANCE REQUIREMENTS

All contractors must provide to the Association proof of State, County or City required licensing and a Certificate of Insurance, naming the Association and the Unit Owner as the additional insured, prior to the commencement of work.

Prior to commencement of construction on the Unit owner's construction project, the Unit owner shall ensure that all the of their contractors have in force and have agreed to continuously carry during the period of construction, comprehensive general liability insurance with Contractor General Liability coverage in the minimum amount of One Million Dollars (\$1,000,000) Workers Compensation Insurance as required by State Law. If contracting a Fire Sprinkler, they must provide Contractor General Liability coverage of Two Million Dollars (\$2,000,000). The comprehensive general liability insurance policy shall name the Association and the Unit Owner as an additional insured, as their interest appears.

All the Unit Owner's contractors shall furnish to the Association written proof of the insurance coverage in the form of insurance certificates in a form satisfactory to the Association. A minimum of 30 days "Notice of Cancellation" to the Association is required and this shall be set forth in the certificate.

In the event any Unit Owner's contractors fail to have at the time of commencement of construction and continuously carry during the course of the performance of their work at the Condominium Premises, the insurance herein provided, and should damage, loss, personal injury or death occur, which would have been covered by said insurance, the Unit Owner shall be deemed liable to the Association for any losses or damages the Association incurs by reason of the failure of the Unit Owner's contractors to have the required insurance in place.

All contractors, their employees and vendors must provide a valid form of government issued identification to the Receiver and display on their person an Association always issued identification while on property.

A am aware of HAWAIIAN BEACH RESORT AND CONDO ASSOC.,INC. contractor requirements and agree to abide and enforce them with my contractors.

Unit# _____

Owner's Name: _____

Signature: _____

Date: _____