



**ARCHITECTURAL MODIFICATION/CONSTRUCTION/DEMOLITION APPLICATION**

Unit No.		Date
Shareholder Name		
Home Phone	Office and Cell Phone	
Fax	Email	

**CONTRACTOR INFORMATION**

Company Name	Company Name (Sub-contractor)
Project Manager Name and Cell Phone	Project Manager Name and Cell Phone
Installation Type: Remodeling/Demolition <input type="checkbox"/> Interior Flooring <input type="checkbox"/> Balcony Installation <input type="checkbox"/> Painting <input type="checkbox"/> Closets <input type="checkbox"/> Baseboards <input type="checkbox"/> Electrical <input type="checkbox"/> Plumbing <input type="checkbox"/> Fire alarm <input type="checkbox"/> Sprinkler Relocation <input type="checkbox"/> Cable/Internet Relocation <input type="checkbox"/> Other _____	Installation Type: Remodeling/Demolition <input type="checkbox"/> Interior Flooring <input type="checkbox"/> Balcony Installation <input type="checkbox"/> Painting <input type="checkbox"/> Closets <input type="checkbox"/> Baseboards <input type="checkbox"/> Electrical <input type="checkbox"/> Plumbing <input type="checkbox"/> Fire alarm <input type="checkbox"/> Sprinkler Relocation <input type="checkbox"/> Cable/Internet Relocation <input type="checkbox"/> Other _____

**Please complete, sign and attach:**

- Access Procedures
- Unit Access Authorization
- Hard Surface Floor Application (if applicable)
- Move In/Out Acknowledgement and Elevator Reservation
- Notice and Acceptance of Standards of IIC/STC
- Contractor Release, Indemnification and Hold Harmless Agreement
- Fire Alarm relocations require the use of building contractor Empire Electric. **No Exceptions.**
- Fire Sprinkler relocations require the use of building contractor All Fire. **No Exceptions.**
- Fire Sprinkler relocations require a security fire watch billable to the Shareholder.**
- Use caution when penetrating walls as there can be shallow pipes or electrical

**Please provide:**

- Copy of Contractor License and Business Tax Receipt
- 2 Insurance certificates Must include: General Liability (1,000,000.00 Minimum) & Workers Compensation Coverage. Certificate Holder must be listed as additional Insured.
- Certificate holder and Additional Insured:** Island House Apartments, Inc.: 200 Ocean Lane Drive Key Biscayne, FL 33149.
- Certificate Holder and Additional Insured:** Legal Shareholder Name, Unit Address & Unit number, Key Biscayne, FL 33149.
- Village Permit(s) - all applicable, including copy of application package
- Architect's Plans/Drawings (Signed/ Sealed by Village of Key Biscayne)
- Two certified checks made payable to Island House Apartments, Inc.
  - o \$250 Construction Impact Fee

- \$500 Construction Deposit (returned at end of project if no damage to common areas)
- Purchase Receipts for Waterproofing, Sound Control, and Acoustical Sealant Materials
- Specifications for Sound Control and Waterproofing attached with samples (Signed/Sealed by Village of Key Biscayne)
- Certificate of Completion (obtain from Building Department at end of project)
- 2"x2" sample of proposed exterior balcony flooring (must be white or beige)
- Laminated sign for door indicating company name and contact information **ONLY**. This must be placed on the unit door without damaging paint for the duration of the project.

**ARCHITECTURAL MODIFICATION/CONSTRUCTION/DEMOLITION APPLICATION  
(Construction Checklist)  
(Continued)**

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 House, the House may force the removal of the modification/installation and subsequent restoration to original form at my expense.

Additionally, any alteration other than installation of soundproofing, interior flooring, waterproofing, and exterior flooring will require the review of a professional engineer at the Shareholder's expense. The purpose of this review is to affirm that no proposed alterations will impact the common elements, building systems, or structural integrity of the building in any way.

I/we understand and acknowledge that even after concurrence by the engineer is granted, the condominium documents will be reviewed to ensure to proposed modification is in compliance and presented to the Board of Directors for a conceptual or final approval.

I/we understand that work may not commence until the House has received a Building Permit(s) from the Village of Key Biscayne. If modification/installation is done prior to the receipt of the Building Permit(s), the House may force the removal of the modification/installation and subsequent restoration to original form at my expense.

**The Board shall have 30 days after the date of receipt of the application within which to disapprove the modification, in the Board's sole discretion.** The Shareholder acknowledges and agrees that by filing the Architectural Modification Application and/or Hard Floor Surface Installation Application with the House, the Shareholder has agreed to abide by all the terms and conditions of the improvement regulations contained herein and in the Declaration of Condominium. The Shareholder further acknowledges and agrees that the House's approval of the Shareholder's applications shall not be deemed in any manner to be an acceptance by the House of any responsibility with respect to the compliance of the plans and specifications to applicable codes or laws or to be an acceptance of responsibility in any other manner with respect to said plans and specifications

Shareholder Signed	Date
--------------------	------

Contractor Signed	Date
-------------------	------

Subcontractor Signed (if any)	Date
-------------------------------	------

## HARD SURFACE FLOOR INSTALLATION APPLICATION

Unit No.		Date
Shareholder Name		Shareholder
Home Phone	Office and Cell Phone	
Fax	Email	

### INSTALLER/CONTRACTOR INFORMATION

Company Name	Project Manager/ Phone Number
Address	Email
Company Name Subcontractor (if any)	Project Manager/ Phone Number
Address	Email

AREA	SF	HARD FLOOR TYPE	PROPOSED SOUNDPROOF	STC/IIC
Master Bedroom				
Second Bedroom				
Kitchen				
Living Room				
Balcony				

### SHAREHOLDER STATEMENT

I/we hereby agree to have the Installer/Contractor submit an affidavit at the completion of the job attesting to the fact that proper soundproofing has been installed.	
Signed	Date

### INSTALLER/CONTRACTOR AFFADAVIT

I/we hereby attest the above flooring will be installed within strict accordance with the Designer's and Contractor's Handbook, <b>Item 21 "Sound Control Requirements"</b> . The soundproofing certificate or proof of purchase is provided for Management.		
Contractor Signed	Company Name	Date
Subcontractor Signed (if any)	Company Name	Date

### HOUSE APPROVAL

Signed <i>on behalf of the Board of Directors flooring only</i>	Date
---	------

## **BUILDING ACCESS PROCEDURES**

To ensure a better experience for **Island House Apartments, Inc.** residents and to expedite construction work and the move-in/out process, Shareholders and their Contractors, Suppliers and Service Vendors, including interior designers/decorators, installers and delivery services (collectively "Contractors") are to abide by the following rules:

- The Shareholder is responsible for registering each Contractor with the Management Office and for giving the Contractor a key to the Unit. Personnel of **Island House Apartments, Inc.** (the "House") will not admit unregistered Contractors into the Building and are not authorized to open Building access points, nor open or lock Units for Contractors. To the extent that a House employee does in fact open a Unit for someone at the request of an Shareholder, or someone contracted by an Shareholder, this is only done to assist the Shareholder and in no way implies that the House assumes any liability. The House shall not be responsible for any doors to Units left unlocked by anyone, or for damage or loss to any Units or their contents.
- Safety of persons and property is a very high concern for all. All Shareholders are responsible for any damage to the House property or infraction of House Rules and Regulations by anyone contracted by the Shareholder.
- All Contractors and their workers must use the designated receiving entrance only. Upon due authorization to work in the Building, the Contractors and their personnel will be issued ID badges.
- Any worker encountered in the Building without a valid badge will be escorted off the Property. Repeated violation of these procedures can lead to barring the offender permanently from entering the Property.
- Usage of trash chutes is strictly prohibited and any Contractor found using the chute will be escorted off the premises and denied future access. The offending Contractor will be denied future access to the building and the Shareholder will be responsible for any damage.
- All Contractors are responsible for removal of all debris from the Common Area to designated dumpster or disposal area on a daily basis. Any Contractors found dumping or leaving debris in Common Areas will subject the Shareholder to charges for removal.

Shareholder Signed	Print Name	Date
Contractor Signed	Company Name	Date
Subcontractor Signed (if any)	Company Name	Date

## DELIVERY / ELEVATOR RESERVATION

Unit No.	Date
Shareholder	
Home Phone	Office or Cell Phone
Fax	Email

### DELIVERY COMPANY

Company Name
Contact Person / Phone

### NOTES

- Delivery hours are Monday through Friday, 8:30 a.m. to 12:00 p.m. – Deliveries **MUST** be brought in the morning to facilitate working hours.
- Contact the Management office to schedule your delivery at least **5 business days in advance** of your planned installation date.
- A *non refundable* impact fee in the amount of **\$250** and a *refundable* security damage deposit in the amount of **\$500** must be provided with this application for deliveries of construction material. The deposit will be refunded to you **PROVIDED there has been no damage** to any areas of the Building, the work has been completed, building engineer inspections are completed, and the City's final inspection is presented. Any violation of policies or failure to complete inspections with the building engineer or the City of Miami will result in partial or full forfeiture of the security deposit.
- No items may be stored or left in the Receiving Area. The delivery company must remove all cartons, crates and packing material from the Property.
- No overnight storage is permitted in the Loading Dock area, building hallways or other common areas.
- Oversize items that will not fit into the elevator must be scheduled for transport by special arrangement. Please contact the Management office for details.
- The House Board of Directors or Management may impose additional requirements or instructions from time to time to enhance the safe operations of the Building and the safety and convenience of Shareholders and Residents.

The approximate dimensions of the elevator and foyers are:

Dimensions	Door	Cab Interior
Height	83 ¼"	104"
Depth		50 ½"
Width	42"	79 ¾"
Diagonal	93 ¼"	104"
Weight Capacity	3,500 lbs	

<b>Garage Entrance Receiving Area (Ground Level)</b>	
Height of Entrance double door	81"
Width of Entrance double door	78"
Diagonal Entrance double door	112"
<b>Elevator foyer height</b>	94 ½"
<b>Elevator foyer width</b>	100"
<b>Corridor width</b>	105"

**DELIVERY / ELEVATOR RESERVATION  
(Continued)**

**ACKNOWLEDGEMENT**

I/we agree that all work performed or delivered to improve and/or furnish my condominium Unit by the above party is to be performed on my behalf, by such party as my agent. I assume full responsibility for damages caused by such agent, whether to any person or property and hereby agree to indemnify and hold harmless the **Island House Apartments, Inc.** (the "House") for any damages claimed by any party.

Shareholder Signed	Date
--------------------	------

Contractor Signed	Date
-------------------	------

Subcontractor Signed (if any)	Date
-------------------------------	------

**NO CORE DRILLING ACKNOWLEDGEMENT**

Absolutely no penetration shall be made to any floor, roof or ceiling slabs without the prior written consent of the Board of Directors (the "Board") and review of the as-built plans and specifications. The House shall maintain the plans and specifications for the Building as part of its official records. Each Shareholder, by accepting a Proprietary Lease and Stock Certificate or otherwise acquiring title to a Unit shall be deemed to: (i) have assumed the risks associated with reinforcement bar construction, (and (ii) agree that the penetration of any concrete slab or rod may threaten the structural integrity of the Building. Each Shareholder shall be deemed to have released Developer, Declarant, Board of Directors, its partners, contractors, architects, engineers, and its and their officers, directors, shareholders, employees and agents from and against any and all liability that may result from penetration of any of the concrete slabs or rods.

Shareholder Signed	Date
--------------------	------

Contractor Signed	Date
-------------------	------

Subcontractor Signed (if any)	Date
-------------------------------	------

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

Pursuant to the Village of Key Biscayne standards for **Island House Apartments, Inc.**, hard and/or heavy surface floor covering, including, without limitation, tile and wood ("Floor Coverings"), cannot be installed in any part of a Unit, without the prior approval or consent of **Island House Apartments, Inc.** ("House").

The House shall not approve the installation of any hard and/or heavy surface floor coverings unless the aggregate sound isolation and acoustical treatment meets or exceeds the minimum Field Sound Transmission Classification (FSTC) of 58 and a minimum Impact Isolation Classification (IIC) of 60. The Shareholder shall install the foregoing insulating materials in strict accordance with the manufacturers recommendation's and in a manner that provides proper mechanical isolation of the floor coverings from any rigid part of the building structure, whether of the concrete sub-floor (vertical transmission) or adjacent walls and fittings (horizontal transmission) under the required City permitting and inspection process.

If any installation of hard and/or heavy surface floor covering shall be made in violation of these standards, which includes using the adhesives recommended by each manufacturer, the House shall have the immediate right to prohibit any further installation or, if already installed, require that the floor coverings be removed at the Shareholder's expense and replaced with floor coverings and sound insulation which meets the above described standards. Compliance with such standards is mandatory under the Declaration of Condominium, and shall be enforced for the benefit of all the Shareholders in the Property. Compliance may be enforced by the House in the Circuit Court in and for Miami - Dade County, Florida by an action seeking injunctive relief or specific performance. The undersigned acknowledges such rights and submits to the jurisdiction of the Miami – Dade County Circuit Court for the enforcement of the standards described above. In the event that a judicial proceeding shall be necessary, the House's costs to make the required corrections and the House's reasonable attorneys' fees (including trial and appellate fees) and court costs shall be charged against the Shareholder and such amount shall be secured by lien in favor of the House against the Condominium Unit and shall be enforceable in accordance with the terms of the Declaration of Condominium.

A copy hereof shall be maintained in the House's records and maybe used in any enforcement proceedings of the Rules & Regulations of the Condominium Documents. No proposed transfer of title or lease of the Condominium Unit shall be approved unless the intended transferee or lessee shall have signed a copy of this Notice acknowledging the receipt hereof and such transferee's or lessee's agreement to abide by and bound by the terms hereof.

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

Shareholder Signed	Date
--------------------	------

Contractor Signed	Date
-------------------	------

Subcontractor Signed (if any)	Date
-------------------------------	------

**CONTRACTOR RELEASE, INDEMNIFICATION AND HOLD HARMLESS AGREEMENT**

This Release, Indemnification and Hold Harmless Agreement (“Release”) is executed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by the undersigned Shareholder(s) or Lessee(s) of Unit No. \_\_\_\_\_(the “Unit”) located at the Property.

**Whereas**, The House will permit the undersigned to engage Contractors, Suppliers, and Service Vendors, including all those working by, through, or under them (collectively “Contractors”) to perform work within the undersigned’s Unit subject to the terms and conditions set forth hereinafter:

- Contractors must submit current:
  - Certificate of insurance for general liability insurance showing limits of at least \$1,000,000 and naming House as an additional named insured
  - Certificate of applicable Workers Compensation Insurance
  - Copy of applicable licenses
  - Required permits

**Now, therefore**, in consideration for being permitted the benefit of allowing Contractors to perform work within the undersigned’s Unit (the “Work”) 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 and agrees:
  - Work performed by such Contractors within the Unit shall be at the undersigned’s sole risk
  - House shall not have any responsibilities or liability for the Work performed by such Contractors, and House has made no representations regarding the Contractor’s ability or qualifications to perform the Work
  - The undersigned (jointly and severally if more than one) hereby release, indemnify and hold harmless the House and the Management Company, and their respective directors, officers, agents, employees, lessees, guests, invitees and all members of the House 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’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 or death; and to damages, theft or injury to and destruction of real or personal property including loss of use resulting there from, arising out of or resulting from entry into and Work performed by Contractors in the undersigned’s Unit. I/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.

The undersigned has executed this Release the day and year set forth above.

Shareholder Signature  
\_\_\_\_\_



**UNIT ACCESS AUTHORIZATION  
FOR  
CONTRACTORS**

I, \_\_\_\_\_ hereby authorize the following persons to enter Unit # \_\_\_\_\_  
Effective \_\_\_\_\_ (Date) This authorization is valid until \_\_\_\_\_ (Date).

I/we hereby authorize and request the House to grant access to the above Unit to the person(s) named below.

In giving this authorization and request, the undersigned **ACKNOWLEDGES AND AGREES:**

- The purpose(s) of the entry stated below is for information only. The House is not responsible for such purpose(s) being fulfilled or for limiting Unit access to the accomplishment of such purpose(s).
- The House is not responsible in any manner for supervising, observing or controlling the conduct of the person(s) to whom a Unit key and/or access was given under this authorization.
- The undersigned agrees to fully indemnify and hold harmless the House, its officers, directors, members, employees and agents (including, without limitation, House's management company, security service, and their officers, directors and employees), whether in the Unit or the Common Elements of the Property or otherwise carrying out this authorization and request. This indemnification and hold harmless agreement shall include all attorney fees and court costs regardless or whether suit is brought or any appeal is taken there from.

**PLEASE PRINT CLEARLY**

**Name**

**Company/Contact**


SHAREHOLDER'S PHONE NO: \_\_\_\_\_ E-MAIL ADDRESS: \_\_\_\_\_ DATE: \_\_\_\_\_

**INTENDED TERMINATION DATE OF AUTHORIZATION:** The undersigned agrees to notify House, in writing, of the termination of this authorization. The House is entitled to rely on this authorization as being in full force and effect until the House receives written notice of such termination.

Signed	Date
--------	------

**TERMINATION OF UNIT ACCESS AUTHORIZATION**

I/we hereby terminate the above authorization, effective \_\_\_\_\_ (date).

Signed	Date
--------	------

## BALCONY ACKNOWLEDGEMENT

Unit No.	Date
Shareholders Name	Date

**Balconies:**

- Cans, Cigars or butts, papers, debris, gum, etc., SHALL NOT be thrown or dropped from any balcony.
- No cutting tile/flooring material on the balcony.

Shareholder Signed	Date
--------------------	------

Contractor Signed	Date
-------------------	------

Subcontractor Signed (if any)	Date
-------------------------------	------

## RULES AND CONTRACTOR DISCLOSURES ACKNOWLEDGMENT

1. Shareholder is cautioned that finish floor elevations by the Shareholder's contractor must allow for reinstallation of appliances at kitchen cabinets. The floor installer for each apartment must be advised accordingly.

Reason: Careless floor installers will often set the finish floor elevation at the highest point on the slab. Sometimes this leaves the installer with no option but to leave dishwashers, wine coolers and refrigerators in a hole, or with too little height to reinstall the appliance.

2. Shareholder is advised that appliances have been correctly installed by the general contractor but are typically disconnected by the flooring contractor during installation and often reinstalled incorrectly. The Shareholder's contractor and the Shareholder are responsible for damage caused by incorrect reinstallation.

Reason: Even the best flooring contractors are usually not able to correctly reinstall the compression fitting at the icemaker supply line. Other common mistakes include reversing the hot and cold water lines at the washing machine, incorrect reconnections at washer and dishwasher lines, and failure to re-secure the washer drain line that will pop out under pressure and flood the floor.

3. Shareholder is advised that interior doors, including bi-fold doors and trim, have been correctly installed by the General Contractor but are often removed by the Shareholder's contractor during installation and often reinstalled incorrectly. The Developer and General Contractor are not responsible for damage caused during reinstallation.

Reason: Even the best painters and flooring contractors often struggle to reinstall doors, especially bi-fold doors, correctly and without damage.

4. Shareholder is advised that Shareholder's contractors working in the apartment after closing, especially painters, typically remove hardware, light fixtures and electrical devices to complete painting and other work. These items are frequently lost or stolen but are not the responsibility of the Developer or General Contractor.
5. Shareholder is advised that thresholds at elevators or apartment entry and service doors shall not be removed or changed without prior written permission from the Board of Directors.

Reason: This assures uniformity of appearance from common areas and prevents potential accessibility issues.

**STATEMENT OF UNDERSTANDING AND ACCEPTANCE OF  
THE RULES AND REGULATIONS OF ISLAND HOUSE APARTMENTS, INC.**

Unit No.	Date
Shareholder Name	Date

I/ we have read and do understand the Rules and Regulations of the Island House Apartments, Inc., and further that I/ we accept and will abide by them.

I/ we understand that the Board of Directors of Island House Apartments, Inc. may promulgate new rules or change existing ones as they may deem necessary for the safe quiet enjoyment of all the residents of Island House Apartments, Inc.

Shareholder Signed	Date
--------------------	------

Contractor Signed	Date
-------------------	------

Subcontractor Signed (if any)	Date
-------------------------------	------

**CONTRACTOR HANDBOOK  
ACKNOWLEDGEMENT BY CONTRACTOR(S)**

The undersigned contractor(s), retained to perform work in Unit \_\_\_\_\_, have read and understood the rules and regulations contained in the Island House Apartments, Inc. Designer's and Contractor's Handbook. I/we hereby agree(s) as a condition of entry to Island House Apartments, Inc., and to the referenced Unit to strictly comply, and to cause my/our subcontractors, vendors and all of their agents and employees to strictly comply, with the rules and regulations in the Handbook and the Island House Apartments, Inc.

\_\_\_\_\_  
Contractor Name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Subcontractor Name, if any (Print)

\_\_\_\_\_  
Signature

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

**CONTRACTOR HANDBOOK  
ACKNOWLEDGEMENT BY SHAREHOLDER(S)**

I / We acknowledge receipt of the Island House Apartments, Inc. "Designers' & Contractors Handbook" and understand that as the Shareholder, I/we am/are liable for the expense of fines, damages, repairs and other related expenses, etc. due to the negligence of my/our agents and employees. I/We hereby agree to comply with all of the above Rules and Regulations of Island House Apartments, Inc. and will ensure that my contractors and their subcontractors, vendors, and all of their employees and agents are in compliance.

\_\_\_\_\_  
Shareholder's name (Print)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Authorized Agent Name (Print)

\_\_\_\_\_  
Signature

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

Unit Number: \_\_\_\_\_

### SCHEDULE OF INFRACTIONS AND FINES

The following are common infractions that if committed may subject the Shareholder and/or contractor to fees and or removal from the property.

INFRACTION	RECOURSE
Not covering floors properly with plastic and masonite	\$250 first offense/\$500 second offense and removal from Property
Not vacuuming and/or cleaning properly at day's end (must return corridor to pre-construction appearance) Leaving Materials in corridor	\$250 first offense/\$500 second offense and removal from Property
Trash chute seal broken	\$250 first offense/\$500 second offense and removal from Property + charges to repair
Elevator Hatch Open	\$150 first offense/\$300 second offense and removal from Property
Dumping Construction Materials down sinks, toilets, floor or roof drains	\$250 first offense/\$500 second offense and removal from Property + charges to repair
Security Breach	\$250 first offense/\$500 second offense and removal from Property
Setting off smoke alarm	\$250 per occurrence + any charges incurred to repair or from fire dept.
Cutting of Tile or work performed on balconies, common areas or garage	\$250 first offense/\$500 second offense and removal from Property
Trespassing onto House Property after work hours	\$250 first offense/\$500 second offense and removal from Property
Overloading of Elevators	\$250 first offense/\$500 second offense and removal from Property + cost of repair
Illegal Parking of Vehicles	Will be towed at Shareholder's expense
Vandalism and/or theft	Will be prosecuted under penalty of law
Unscheduled Deliveries	\$250 first offense/\$500 second offense and removal from Property
Island House Apartments, Inc. ID Badge not worn	First Offense: Warning and escort to receiving clerk/Second Offense: \$250 and removal from Building
Damage of walls or other common area property	\$250 first offense/\$500 second offense and removal from Property + cost of repair
Use of building utilities	\$250 first offense/\$500 second offense and removal from Property
Items thrown from balcony (cigarette butts)	\$150 first offense/\$300 second offense and removal from Property
Use of residential elevator	\$250 first offense/\$500 second offense and removal from Property
Unauthorized workers onsite	\$250 first offense/\$500 second offense and removal from Property

Performing Unauthorized work inside the unit

\$500 first offense/Must return property to original condition/\$1000 depending on severity and removal from property.

---

Project Manager Signature  
Sub-Contractor Signature (if any)

---

Shareholder Signature

My signature states that I have read the above, understand, and agree to comply

**WORKERS' COMPENSATION HOLD HARMLESS AGREEMENT**

I, \_\_\_\_\_ (official Shareholder) Shareholder of unit \_\_\_\_\_ at Island House Apartments, Inc. agree to indemnify, defend and hold harmless the House, its directors, officers, agents, employees and all Members of the House and their tenants, guests and invitees from and against any and all claims, damages, losses, actions, judgments, citations, violations, costs and expenses of any nature whatsoever, including but not limited to attorney's fees at both the trial and appellate levels, arising out of the lack of Workman's Compensation Insurance and/or the breach of any of the representations set forth in this Agreement.

It is expressly understood and agreed by Shareholder that this Agreement shall be binding upon Shareholder and its heirs, successors in interest, and assigns, and shall be a condition implied in any conveyance or other instrument affecting title to the Shareholder's unit.

Shareholder will be responsible for reasonable attorney's fees and costs incurred by House in enforcing any provision of this Agreement, including, but not limited to, fees and costs incurred in any appeals.

The duties and rights imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation upon any duties, obligations, rights and remedies otherwise imposed or available by law. The partial or complete invalidity of any of the provisions of this Agreement shall not affect the validity or continuing force and effect of any other provisions. The Contract Documents shall be construed under and in accordance with the laws of the State of Florida. Any legal proceeding arising from the Contract Documents shall be brought only in a court of competent jurisdiction in Miami-Dade County, Florida. No change or modification of this Agreement shall be valid unless in writing and signed by all parties hereto. No waiver of any of the provisions of this Agreement shall be valid unless in writing and signed by the party against whom it is sought to be enforced.

\_\_\_\_\_  
Signature of Shareholder

\_\_\_\_\_  
Date