

## VENDOR/SUBCONTRACTOR PREREQUISITES & INVOICE SUBMISSION

Prior to commencement of work for **Park Lake at Parson Condominium Association** the vendor/subcontractor shall provide the following:

A. **Certificates of Insurance** shall be provided by the vendor/subcontractor's insurance agent listing **Park Lake at Parson Condominium Association**. The failure of the vendor/subcontractor to supply such certificates or any payment by vendor/subcontractor prior to receipt of certificates shall not diminish the vendor/subcontractor duty to maintain the required insurance of to supply such certificates.

1. **Worker's Compensation and Employer's Liability Insurance** shall be purchased and maintained in force during the term of the contract for all employees engaged in work under contracts awarded by **Park Lake at Parson Condominium Association**, in accordance with the laws of the State of Florida. The amount of insurance shall not be less than:

- a. Employer's Liability: \$100,000 Limit each accident
- b. \$500,000 limit disease aggregate
- c. \$100,000 limit each employee
- d. Workers' Compensation; State of Florida Statutory limit

2. **General Liability Insurance** shall be purchased and maintained by the vendor/subcontractor during the term of the contract, and for one year following the owner's acceptance of the project.

- a. Bodily Injury & Property \$1,000,000 Combined Single Limit Occurrence
- b. Damage Liability \$2,000,000 Combined Single Limit Aggregate

3. **Business Automotive Liability Insurance** shall be purchased and maintained by the vendor/subcontractor as to ownership, maintenance, and use of all owned, non-owned, leased or hired vehicles with limits of not less than:

- a. Bodily Injury Liability \$1,000,000 Limit Each Person
- b. Property Damage Liability \$1,000,000 Limit Each Accident
- c. OR
- d. Bodily Injury & Property – Damage Liability \$1,000,000 Combined Single Limit Each Accident.

4. All policies, except for Worker's compensation policies, shall name the **Park Lake at Parson Condominium Association and J Powell Enterprises Inc** as an additional insured (including complete operations) with primary coverage (with any third party coverage for **Park Lake at Parson Condominium Association and J Powell Enterprises LLC** to be deemed as excess only). All policies shall include a provision for a WAIVER OF SUBROGATION in favor of **Park Lake at Parson Condominium Association and J Powell Enterprises LLC**. All insurance shall expressly provide that no amendment or cancellation of any policy shall be effective until 30 days written notice to **Park Lake at Parson Condominium Association and J Powell Enterprises LLC**.

5. **Indemnification:** To the fullest extent permitted by law, the vendor/subcontractor shall INDEMNIFY AND HOLD HARMLESS **Park Lake at Parson Condominium Association and J Powell Enterprises LLC** from and against any claims, damages, losses, and expenses, included but not limited to attorney's fees and court costs, arising out of or resulting from performance or non2 performance of the work, provided that such claim, damage, loss or expenses, is attributable to bodily injury, sickness, disease or death, or injury to or destruction of tangible property (other than Work itself), including loss of use resulting there from, but only to the extent caused in whole or part by negligent acts or omission of the vendor/subcontractor, a sub-contractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such a claim, damage, loss or expense is caused in part by a party indemnified hereunder. Such obligations shall not be construed to negate, abridge or reduce other rights or obligations of indemnity which would otherwise exist as a party or person described in this agreement.

B. **Valid business license(s)**, contractor/subcontractor's license for appropriate jurisdictions.

C. **Federal Tax ID number**

D. **IRS form 1099**

E. Invoices may be submitted via fax, email, US mail or dropped off at **Park Lake at Parson Condominium Association** offices. Invoices will be paid within forty-five (45) days of receipt or prior to the terms specified by on the vendor/subcontractor's invoice.

## VENDOR/SUBCONTRACTOR RULES AND REGULATIONS

1. The sidewalks, entrances, driveways and roadways serving and adjacent to the Leased Premises shall not be obstructed or used for any purpose other than ingress and egress. **Park Lake at Parson Condominium Association** shall control the Common Areas.
2. No sign, advertisement, notice or handbill shall be exhibited, distributed, painted or affixed by any vendor/subcontractor on, about or from any part of the Premises, the Building or in the Common Areas including the parking area without the prior written consent of **Park Lake at Parson Condominium Association**. In the event of the violation of the foregoing by any vendor/subcontractor, **Park Lake at Parson Condominium Association** may remove or stop same without any liability, and may charge the expense incurred in such removal or stopping to tenant.
3. The sinks and toilets and other plumbing fixtures shall not be used for any purpose other than those for which they were constructed, and no sweepings, rubbish, rags, or other substances shall be thrown therein. All damages resulting from any misuse of the fixtures shall be borne by the vendor/subcontractor who, or whose subtenants, assignees or any of their servants, employees, agents, visitors or licensees shall have caused the same.
4. No boring, cutting or stringing of wires or laying of any floor coverings shall be permitted, except with the prior written consent of **Park Lake at Parson Condominium Association** and as **Park Lake at Parson Condominium Association** may direct. **Park Lake at Parson Condominium Association** shall direct electricians as to where and how telephone or data cabling are to be introduced. The location of telephones, call boxes and other office equipment affixed to the Premises shall be subject to the approval of **Park Lake at Parson Condominium Association**.
5. No bicycles, vehicles, birds or animals of any kind (except seeing eye dogs) shall be brought into or kept in or about the Premises, and no cooking shall be done or permitted by any vendor/subcontractor on the Premises, except microwave cooking, and the preparation of coffee, tea, hot chocolate and similar items for tenants and their employees. No vendor/subcontractor shall cause or permit any unusual or objectionable odors to be produced in or permeate from the Premises.
6. No vendor/subcontractor shall make, or permit to be made any unseemly, excessive or disturbing noises or disturb or interfere with occupants of this or neighboring buildings or premises or those having business with them, whether by the use of any musical instrument, radio, phonograph, unusual noise, or in any other way. No vendor/subcontractor shall throw anything out of doors, windows or down the passageways.
7. No vendor/subcontractor or assignee nor any of its servants, employees, agents, visitors or licensees, shall at any time bring or keep upon the Premises any flammable, combustible or explosive fluid, chemical or substance or firearm.
8. No additional locks or bolts of any kind shall be placed upon any of the doors or windows by any vendor/subcontractor, nor shall any changes be made to existing locks or the mechanism thereof. Each

vendor/subcontractor must upon the completion of his work, restore to **Park Lake at Parson Condominium Association** all keys of doors, offices, and toilet rooms, either furnished to, or otherwise procured by, such vendor/subcontractor and in the event of the loss of keys so furnished, such vendor/subcontractor shall pay to **Park Lake at Parson Condominium Association** the cost of replacing the same or of changing the lock or locks opened by such lost key if **Park Lake at Parson Condominium Association** shall deem it necessary to make such changes.

9. No vendor/subcontractor shall overload the floors of the Premises. All damage to the floor, structure or foundation of the Building due to improper positioning or storage items or materials shall be repaired by **Park Lake at Parson Condominium Association** at the sole cost and expense of vendor/subcontractor, who shall reimburse **Park Lake at Parson Condominium Association** immediately therefore upon demand.

10. Each vendor/subcontractor shall be responsible for all persons entering the Building at vendor/subcontractor's invitation, express or implied. **Park Lake at Parson Condominium Association** shall in no case be liable for damages for any error with regard to the admission to or exclusion from the Building of any person. In case of an invasion, mob riot, public excitement or other circumstances rendering such action advisable in **Park Lake at Parson Condominium Association's** opinion, **Park Lake at Parson Condominium Association** reserves the right to require all persons to vacate the Building and to prevent access to the Building during the continuance of the same for the safety of the tenants, vendor/subcontractor and the protection of the Building and the property in the Building.

11. Canvassing, soliciting and peddling in the Building are prohibited.

12. There shall not be used in any space, either by any vendor/subcontractor or others, any hand trucks except those equipped with rubber tires and rubber side guards.

13. The Building is a smoke-free Building. Smoking is strictly prohibited within the Building. Smoking shall only be allowed in areas designated as a smoking area by **Park Lake at Parson Condominium Association**. Vendor/subcontractor and its employees, representatives, contractors or invitees shall not smoke within the Building or throw cigar or cigarette butts or other substances or litter of any kind in or about the Building, except in receptacles for that purpose **Park Lake at Parson Condominium Association** may, at its sole discretion, impose a charge against the contract sum of \$50.00 per violation by vendor/subcontractor or any of its employees, representatives, contractors or invitees, of this smoking policy.

14. Vendor/subcontractor will insure that all doors are securely locked, and water faucets, electric lights and electric machinery are turned off before leaving the Building.

15. Vendor/subcontractor, its employees, customers, invitees and guests shall, when using the parking facilities in and around the Building, observe and obey all signs regarding fire lanes and no-parking and driving speed zones and designated handicapped and visitor spaces, and when parking always park between the designated lines. **Park Lake at Parson Condominium Association** reserves the right to tow away, at the expense of the owner, any vehicle which is improperly parked or parked in a no-parking

zone or in a designated handicapped area, and any vehicle which is left in any parking lot in violation of the foregoing regulation. All vehicles shall be parked at the sole risk of the owner, and **Park Lake at Parson Condominium Association** assumes no responsibility for any damage to or loss of vehicles.

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Signed

date