TARPON LANDINGS CONDOMINIUM ASSOCIATION
CONTRACTOR/VENDOR APPROVAL RULES & PROCEDURES

Before a construction project may begin, the following must be completed and submitted to the Tarpon Landings Association Office.

1. Owner(s)/Owner Representative(s) are required to complete page 1 through page 7 of the Contractor/Vendor’s packet.

2. Contractors/Vendors and Cleaning Services must submit a copy of:
   - Contractor’s License as applicable (plumbing, electrical, HVAC)
   - Liability Insurance in amount of $1 million, naming Tarpon Landings Condominium Association as certificate holder
   - Workers Comp/Workers Comp Exemption

3. Common Area Security Deposit
   - For all projects that exceed $5,000, individually or in the aggregate, there is a 10% security deposit but not to exceed $10,000
   - For all projects less than $5,000, there is a $500 security deposit for common area/elevators

(Cleaning services and routine maintenance are exempt from security deposit but must submit Liability Insurance & Workers Comp or Exemption as applicable.)

If the elevator will need to be locked out for the Contractors/Vendors to load or unload equipment and materials, the following items are required to be submitted 48 hours prior to requested lock out date.

Completed Elevator Policy and Procedures form (pages 8 and 9) and payment of all associated fees

Once all items have been submitted, a conference call with Tarpon Landings Representative(s), the Contractor/Vendor, and the Unit Owner is required prior to approval. Unit Owner/Owner Agent’s will be responsible for coordinating the conference call with the Contractor/Vendor and Management Office, minimum 2 business days in advance.

*No construction project can begin until all documents are submitted, procedures followed and conference call completed with all parties.*
TARPON LANDINGS CONDOMINIUM ASSOCIATION
CONTRACTOR/VENDOR APPROVAL AND REGISTRATION FORM

UNIT OWNER ___________________________ ADDRESS _____________Silver King Blvd

BUILDING #_________ UNIT #_________ GARAGE P1 or P2 GARAGE #_________

EMAIL _______________________________ STARTING DATE OF WORK ___________

OWNER CELL PHONE ___________________ SECONDARY PHONE _________________

CONTRACTOR/VENDOR NAME & TITLE _______________________________________

CONTACT PHONE #_____________________ EMAIL ____________________________

AGENT (if owner not present): __________________________________ PHONE: __________

AGENT’S EMAIL __________________________________________________________

SCOPE OF WORK: (CHECK ALL THAT APPLY)

____ DEMO
____ ELECTRICAL
____ INDOOR FLOORING
____ KITCHEN/APPLIANCES
____ HVAC (REPLACE/REPAIR)

____ PAINT
____ REPAIRS
____ OUTDOOR FLOORING
____ KITCHEN/APPLIANCES
____ GENERAL MAINTENANCE

____ DOORS
____ BLINDS
____ CLEANING
____ ELEVATOR FOYER
____ PLUMBING
____ OTHER

DESCRIPTION OF PROJECT:
__________________________________________________________
__________________________________________________________

A COPY OF THE FOLLOWING MUST BE SUBMITTED. CERTIFICATE HOLDER FOR INSURANCE MUST BE LISTED AS:
Tarpon Landings Condo Association, c/o Resort Management, 6081 Silver King Blvd. Cape Coral, FL 33914

____ BUSINESS LICENSE ______ WORKERS COMP ______ LIABILITY INSURANCE

____ ELEVATOR SECURITY DEPOSIT ______ ELEVATOR POLICY FORM & FEES

SUBCONTRACTOR(S)/VENDOR BEING USED: ____YES ____NO (If yes, see next page)

UNIT OWNER SIGNATURE: ___________________________ DATE: __________

SIGNATURE OF VENDOR: ___________________________ DATE: __________

SIGNATURE OF CONTRACTOR: ______________________ DATE: __________

APPROVED BY: ________________________________ DATE: __________

APPROVED BY PRINT NAME: _______________________________ Page 1

Revised 8/10/21 mg
SUBCONTRACTOR(S)

PROVIDE INSURANCE AND BOND FOR ALL SUBCONTRACTORS / VENDOR

SUBCONTRACTOR / VENDOR NAME: ________________________________

SUBCONTACT PHONE #: ______________________ EMAIL: ________________

A COPY OF THE FOLLOWING MUST BE SUBMITTED. CERTIFICATE HOLDER FOR INSURANCE MUST BE LISTED AS:
Tarpon Landings Condo Association, c/o Resort Management,
6081 Silver King Blvd. Cape Coral, FL 33914

_____BUSINESS LICENSE   _____WORKERS COMP   _____LIABILITY INSURANCE

SUBCONTRACTOR(S)

PROVIDE INSURANCE AND BOND FOR ALL SUBCONTRACTORS / VENDOR

SUBCONTRACTOR / VENDOR NAME: ________________________________

SUBCONTACT PHONE #: ______________________ EMAIL: ________________

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Tarpon Landings Condo Association, c/o Resort Management,
6081 Silver King Blvd. Cape Coral, FL 33914

_____BUSINESS LICENSE   _____WORKERS COMP   _____LIABILITY INSURANCE

SUBCONTRACTOR(S)

PROVIDE INSURANCE AND BOND FOR ALL SUBCONTRACTORS / VENDOR

SUBCONTRACTOR / VENDOR NAME: ________________________________

SUBCONTACT PHONE #: ______________________ EMAIL: ________________

A COPY OF THE FOLLOWING MUST BE SUBMITTED. CERTIFICATE HOLDER FOR INSURANCE MUST BE LISTED AS:
Tarpon Landings Condo Association, c/o Resort Management,
6081 Silver King Blvd. Cape Coral, FL 33914

_____BUSINESS LICENSE   _____WORKERS COMP   _____LIABILITY INSURANCE
1. These rules shall be known and referred to as the Contractor/Vendor Rules and Regulations (the “Rules”).

2. Any defined term used herein shall have the same meaning and definition ascribed to it in the governing documents, as the same may be amended from time to time.

3. The term “Contractor” and/or “Vendor” when used herein, shall mean and refer to any all persons or entities hired or retained to do any work at the Condominium Property or in the Units. These Rules shall govern and control all Contractor/Vendors and all work that is performed at the Condominium Property, including the Units.

4. Non-compliance with these Rules may require access to Owner’s Unit by the Association or its authorized agents. Unauthorized projects and those not in compliance with Florida law, the governing documents and/or these Rules, may be subject to being immediately stopped or enjoined, indefinitely, by the Association and/or the imposition of fines and other remedies permitted under Florida law, the governing documents and these Rules.

5. The Owner or an approved agent must be present when work is being performed on the Condominium Property for said Owner. For purposes of this section, general Contractors/Vendors, Subcontractors and the person or entities hired to do any such work are not considered an approved agent.

6. The Association and the Architectural Review Committee ("ARC") shall have the power and authority to carry out and enforce these Rules. Belligerent behavior on the part of any owner, contractor, or vendor will not be tolerated.

7. Owners shall provide the ARC with prior notice of any and all alterations, additions, improvements and all work that is to be undertaken by the Owners, whether it relates to portions of the Condominium Property or the Units, prior to any such alterations, additions, improvements or work commencing. The Notice shall include information that is reasonably required by the ARC from time to time, to include information such as, but not limited to, the proposed scope of work, start and completion dates, the name and contact information for the Contractor/Vendor performing the work.

8. No work will commence without a signed copy of these Rules, the lanai tile addendum, and any other such document that the Board shall require of the unit owner and contractor/Vendor upon presentation of a proposed project.

9. Only one major project at a time will be permitted in any elevator stack.

**CONTRACTOR/VENDOR HOURS OF ACCESS AND OPERATION**

10. All personnel of all Contractor/Vendors, including home watch services and cleaning companies, are required to sign in with the Tarpon Landings office each day and receive a wristband and have their temperature taken. The office is located in building 1 (6081) in cabana 101.

11. Each person checked in must also check out by 5 PM, failure to check out will result in a $100 fee payable before the person or entity may be permitted to return and continue work at the Condominium Property.

12. Hours of operation: Contractors/Vendors can be on-site to unload and stage starting at 8:00 am M-F. No work that will cause noise can begin before 8:30 am. Weekend/legal holiday work is not allowed.

Emergency electrical, plumbing and HVAC repairs may, however, be made on weekends, legal holidays and after working hours upon notice to the Association office or Community Operations if the office is closed so long as such emergency repairs are performed by a Contractor/Vendor who has filed with the Association a Certificate of Liability Insurance and Worker’s Compensation, if applicable, naming the Association as the Certificate Holder and a copy of their Florida contractor’s license for that particular trade.
• Electrical emergency is one that results in a total loss of electrical power to a unit or loss of electrical power to the HVAC system, hot water heater or other major appliances, i.e. refrigerator or freezer.

• Plumbing emergency is any condition that entirely deprives a unit of hot or cold water delivery, of sewage service, or any domestic, sanitary, or sprinkler plumbing leak that presents the likelihood of flooding or damage to the unit or surrounding units.

• HVAC emergency is the failure of an air-conditioning compressor, condenser, or an air handler or any combination thereof which results in an **occupied** unit not being able to maintain an ambient temperature of 82 degree Fahrenheit during the months from May 1st to October 31st. Roof access for HVAC repairs can only be provided during daylight working hours when staff is on premises to oversee same and provide access to the roof through 11th floor vestibules.

13. All Contractors/Vendors must stop work at **4:30 pm** and need to be off property by **5:00 pm**. Reserved elevators will be returned to normal service by **5:00 pm**.

14. After hours fees for Board of Directors or Committee Members attendance to the unit for any violation of these rules, will be billed to the Unit Owner at a rate of **$300.00/per hour** with a minimum of (1) hour for each occurrence.

15. **Doors will not be blocked open.** The unit owner will supply security fob to the Contractor/Vendor to prevent P1 entry doors from being blocked open. Entry is not allowed at any time from P2 level.

16. Installation of flooring and tile will require inspection of progress by the **Association**, its agent or a Tarpon Landings staff member. This inspection must be scheduled **24 hours in advance**. Flooring installed over underlayment without approval will be subject to removal and reinstallation at the unit owner’s cost.

**PARKING, ENTRY, AND STORAGE**

17. No parking, loading, or unloading is permitted in **P1/P2 common areas**. Owner garages may be used if the vehicle(s) fit with the garage door down. Garage doors are to remain closed at all times.

18. Temporary loading and unloading can take place between the buildings during work hours only, with vehicles to be moved promptly when loading or unloading is complete.

19. Contractor Vehicles may park, with pre-authorization from **Freeman & Hasselwander Resort Properties, LLC (FHRP)**, on the south side of Black Marlin on the grass. Contractor agrees to hold harmless FHRP from any liability and or damage when parked on the said mentioned property.

20. All Contractor/Vendor staff will utilize the **lower level P1** entrances only for entry and bringing in materials.

21. No materials may be stored in any common area or community parking areas.

22. **No Smoking or vaping in the garages, common areas, on any unit lanai, or anywhere on the property at any time.** Contractors/Vendors may not play any music that is audible to residents outside a unit where they are working.

**REFUSE AND SURPLUS MATERIALS**

23. All materials removed from any residence shall be disposed of offsite by the Contractor/Vendor and must be bagged in minimum 7 mil tear resistant bags and put into wheeled carts when going into any elevator.

24. Trash rooms, dumpsters, and trash chutes are not to be used by any Contractor/Vendor. Dumping debris and any type of grout, paint or plaster down Association drains, sewers or anywhere on property is not allowed.

25. No washing of materials, tools, or vehicles or cleaning of paint containers at the property. No disposal of any material in drains.

Initials: Unit Owner _____ Contractor/Vendor _____

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PERMISSIBLE WORKSPACE
26. Cutting of material and fabrication work is to take place in the residence, in the owner’s garage with door closed to minimize noise and dust, or on the street side lanai only. No work is to occur on lanais other than the street side. Railings will be covered and protection must be present to prevent material from falling from the lanais.
27. Elevator foyer smoke detectors and sprinklers must be covered with an approved cover to prevent dust from triggering a fire alarm and smoke detectors must be uncovered at the end of the project.
28. Leaving stairwell or fire exit doors open may cause fire alarms to trigger – do not leave doors open. (See fines for triggering false fire alarm below)
29. The unit owner will be responsible for a charge of $500 or for all costs associated with a false fire alarm, whichever is more, due to Contractor/Vendor noncompliance with these Rules and Regulations.
30. Rooftop doors cannot be removed without causing damage to the fire alarm system. Contact the Tarpon Landings office for assistance.
31. Contractors/Vendors and their associates are prohibited from utilizing or from being present in the swimming pool area, bath house, club house, or club house restrooms, and from bringing guests or family members to the property.

ELEVATOR USAGE AND PROTECTION
32. Elevator reservations must be made with the management office at least 48 hours in advance. (For Move In/Move Out and for major projects requiring elevator lockout.) Elevator padding must be requested at least 48 hours in advance of any job using the Elevator Policy and Procedures form with fees paid at time of application.
33. Prior to the beginning of any work, ram board covering the entire floor must be installed by the Contractor/Vendor using painter’s tape only in elevator and access hallway and must be inspected by property staff. Ram board may remain in place through the week for ongoing jobs but must be removed by the Contractor on Friday by 4:30 or before any weekend or holiday, and at the end of any job. Removed ram board is Contractor/Vendor property and will not be disposed of at this property. Ram board must be reinstalled and inspected before work can resume. Contractors/Vendors are to use the elevator with ram board and elevator pads ONLY. A deduction of $100 will be assessed from any security deposit if ram board is not reinstalled or removed as required.
34. Tile machines are not allowed in any elevator unless special floor padding is installed and inspected by staff.
35. Any damage done in elevators, common areas, and/or other units will be billed directly to the unit owner. Repairs will be completed by an Association approved contractor, not by the party doing the damage.
36. Contractors/Vendors are responsible for cleaning up the elevator and elevator tracks. Elevator tracks must be vacuumed, not swept, daily and all work areas must be cleaned before leaving the property each day. Tarpon Landing staff will check this daily.
37. It is the responsibility of the unit owner and Contractor/Vendor to understand the limits of elevator dimensions and roof access door dimensions before undertaking any project that might be affected by these dimensions:

Inside Dimensions of Elevator Cab Maximum:
Cab Width: 75" / Cab Depth: 52" / Cab Height: 102" / Doors: 84" high, 41" wide / Weight Capacity 2500 lbs.

Roof Access Door Dimensions:
Roof access door clearances on each building limit the size of air conditioning equipment and other items being transferred to the roof to a maximum width of 33 inches.
FLOORING SPECIFICATION
38. The Association shall not approve the installation of hard and/or heavy surface floor coverings for which approval is required, unless the aggregate sound isolation and acoustical treatment carries a minimum Sound Transmission Classification (SIC) of fifty (50) and a minimum Impact Isolation Classification (IIC) of forty-eight (48). The installation of the foregoing materials shall be performed in a manner that provides proper mechanical isolation of the flooring materials for any ridged part of the building structure, whether of the concrete subfloor (vertical transmission) or adjacent wall and fittings (horizontal transmission).

DAMAGE DEPOSIT
39. Prior to commencement of any Project wherein the single or aggregate contract value exceeds $5000, a damage deposit will be required from Unit Owner for 10% of the single or aggregate contract value, but in no case shall the damage deposit exceed $10,000, for all work involving build-outs, tear outs, demolition, maintenance, rehabilitation, renovation, remodeling, upgrading, or any other home improvements including electrical, plumbing, HVAC, framing, carpentry, cabinetry, glazing, carpeting, tile, other floorings, drywall, or painting work or any combination thereof. The ARC shall oversee the charging and collection of the damage deposit in the form of a check. Checks will be deposited in an escrow account and returned within 21 business days following completion of a project less any damages incurred and/or fines.
40. If a fine is imposed under these Rules, any deposit check held will be immediately deposited. The ARC may deduct the fine amount from any damage deposit.

CONTRACTOR/VENDOR DUMPSTERS
41. If Contractors/Vendors need to park a dumpster on-site for disposal of trash and materials, they must contact the Master Association for permission and location for contractor/vendor dumpsters. 239-471-0264.

MAINTENANCE OF LICENSING AND INSURANCE INFO
42. Contractor/Vendor is responsible for providing updated licensing and/or insurance documentation immediately upon expiration/renewal.

VIOLATIONS
43. Should any Contractor/Vendor or Unit Owner fail to comply with these Rules, the Association (including the ARC) shall be entitled to all remedies afforded to it, under Florida law, the governing documents, these Rules and/or the Guidelines, Rules and Regulations for the Architectural Review and Compliance Committee, and any other rules that may be promulgated by the Association, from time to time. These remedies include but are not limited to, the sending of notices or warning letters, the imposition of fines, and/or the right to recover any amounts for damages that are caused by the failure to adhere to these rules.
44. Any and all fines, damages, costs, expenses, fees (including but not limited to attorneys' fees and costs) or damages incurred as a result of a violation of these Rules, Florida law, the governing documents or any other rules promulgated by the Association, shall be the responsibility of the Unit Owner, in addition to the responsible person or entity. In all such instances, the Unit Owner and the responsible person or entity shall be jointly and severally liable.

THREE STRIKE RULE: In the event a Contractor/Vendor or Unit Owner violates or fails to follow these Rules, they will receive a written “strike” notice from the Association (including the ARC.) Upon issuance of a third “strike” notice to the Contractor/Vendor for failure to observe these Rules the Association and/or ARC shall have the right to suspend the Contractor/Vendor from entering onto the Condominium Property and from performing further work at the Condominium Property, for such time period as the ARC deems reasonably necessary, based on the facts and circumstances of each case and the nature and severity of the violation (including any past violations), to deter future violations and/or to protect the best interests of the community. Any decision by the Association or the ARC, to suspend a Contractor/Vendor under this provision, shall be presumed to be valid and reasonable and shall be binding.

Initials: Unit Owner____Contractor/Vendor______
45. In levying fines or imposing suspensions under these Rules, the Association and the ARC shall follow the procedures set forth in Ch. 718 of the Florida Condominium Act and the Bylaws.

46. The ARC, and its individual members, shall have the power and authority to act or to not act in anticipation of, and/or in case of, any emergency as defined in Article XVI of the Bylaws. The provisions of Articles XVI of the Bylaws shall also apply to the ARC and the ARC shall therefore have the power and authority set forth therein.

47. For purposes of these Rules only, an “emergency” shall also exist, when any work is about to be commenced or has commenced on or in the Condominium Property, including the Units, that: (1) is in violation of the governing documents, Florida law or these Rules; (2) in the reasonable belief of any member of the Association or the ARC, may cause damage to the Condominium Property or the Units. In any such instance, the Association, the ARC, or any Board or Committee Member, may take any act or omission that he/she reasonably believes is in the best interest of the Association, including but not limited to, issuing cease and desist notices or accessing a Unit to take such action as may be necessary to protect the Unit, other Units, the Common Elements, Limited Common Elements and/or Condominium Property. In exercising authority under this provision, the provisions of Ch. 718 of the Florida Condominium Act and the provisions of Articles XVI of the Bylaws shall also apply to the Association and the ARC.

48. The Association 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 Owners and Residents.
We have read and understand the above Contractor/Vendor Rules and Regulations and further acknowledge that we are fully responsible for compliance with these rules and regulations, including any fines or fees. All contracts are between the unit owner and the contractor/vendor - the Association has no liability for contractor/vendor workmanship or payment.

UNIT OWNER________________________ ADDRESS _______Silver King Blvd
BUILDING #_________ UNIT #_______ GARAGE P1 or P2 GARAGE #_______
EMAIL_____________________________ STARTING DATE OF WORK _______
OWNER CELL PHONE_________________ SECONDARY PHONE _____________
CONTRACTOR/VENDOR NAME & TITLE ________________________________
CONTACT PHONE #_________________ EMAIL ___________________________
AGENT (if owner not present): ______________________________ PHONE: __________
AGENT’S EMAIL ___________________________ ___________________________

UNIT OWNER’S SIGNATURE_________________________ DATE _______
CONTRACTOR’S SIGNATURE_________________________ DATE _______
AGENT’S SIGNATURE _______________________________ DATE _______
ELEVATOR POLICIES AND PROCEDURES
(To be completed by Unit Owner or Unit Owner’s Agent)

Unit Owner’s Name________________________ Name of Renter __________________________

Requested Date(s)__________________________________________________Address________ Silver King Blvd

Building #_________ Unit #_________ Garage P1 or P2   Garage #_________

Unit Owner’s Cell #________________________ Renter’s Cell #________________________

E Mail Address of Unit Owner ____________________________________________

E Mail Address of Renter ________________________________________________

Request for:  ___Padding and Inspection @ $50 (limit though Friday)

1 or 2 days?  ___Lock Out Reservation @ $50 fee per day (limit two consecutive days)

Above non-refundable fees and $500 security deposit must be paid at time of application

CONTRACTOR / VENDOR / MOVER INSURANCE (To be completed by Association)

YES____ NO _______

Insurance Certificate per Tarpon Landings Criteria Attached

Company Name __________________________________________________________

Contact Person________________________ Phone ___________________________

• Elevator reservation hours are Monday through Friday from 8:00 a.m. to 5:00 p.m. Contractor/Vendor/Mover MUST be off the property by 5:00 p.m. Weekend reservations for Contractor/Vendor/Mover are not allowed.

• The security deposit check will be returned or destroyed within 5 business days following inspection PROVIDED there has been no damage to any areas of the building or elevator, the work has been completed and the final inspection is presented, if applicable. Otherwise, the cost of damage will be deducted from the security damage deposit.

• The Contractor/Vendor/Mover must remove all cartons, crates and packing material from the Property.

• No overnight storage is permitted anywhere on property without advanced written permission.

• The Association 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 Owners and Residents.
Inside Dimensions of Elevator Cab Maximum:

Width - 75”   Depth - 52”   Height - 102”   Doors – 84” high X 41” wide

Weight Capacity - 2,500 lbs Max

ACKNOWLEDGEMENT

I have read and understand the above Elevator Policies and Procedures.

I understand elevator reservations must coincide with an available date on the Association’s reservation calendar on a first come, first serve basis, and that elevator will be inspected for damage before and after use.

I/We agree that all work performed or delivered to improve and/or furnish my 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 Tarpon Landings Condominium Association, Inc. (the “Association”) for any damages claimed by any party. If any damage occurs, the Association, its management or agents, in their sole discretion will determine if any deductions from the amount of the security deposit is required, or if it is necessary to withhold the entire deposit for repairs and charge my assessment account for cost of repair or replacement of Association property that exceeds the amount of the deposit.

I/We hereby agree to indemnify and hold harmless Tarpon Landings Condominium Association ("Association"), including its employees or agents, from any claims against the Association arising from any situation in connection with my move-in or any elevator reservation request.

Unit Owner Signature________________________ Date __________

Renter of Unit Signature________________________ Date __________

Renter Printed Name ________________________________

Agent of Unit Signature________________________ Date __________

Agent Printed Name ________________________________

Make check payable to Tarpon Landings Condominium Association

Deposit check will be destroyed uncashed unless you check one choice below:

Send deposit check back to existing address on file of owner   Yes _____

Send deposit check back to existing Agent on file   Yes _____

I will pick up the check at office (6081 Silver King Cabana 101)   Yes _____

Send deposit check to my new address ________________________________