

CONTRACTOR AGREEMENT

APPENDIX TEN

This AGREEMENT dated the _____ of _____, 20____, between _____
_____ (hereinafter "Contractor"), The Heritage Homeowners Association
(hereinafter "The Heritage"), and _____ (hereinafter "Owner")
for the repairs and/or renovations to Unit _____.

ASBESTOS SURVEY REQUIREMENTS:

Contractor acknowledges that The Heritage Homeowners Association and their Managing Agent has informed the contractor that a survey for asbestos containing materials must be obtained prior to any work being performed. If the survey for indicates that asbestos is to be disturbed, then the contractor agrees to hire a licensed abatement contractor for removal of such materials.

WORK HOURS:

Monday – Friday, 8:30 A.M. to 5:30 P.M. All workmen must be out by 5:30 P.M.

Saturday, 8:30 A.M. to 5:30 P.M. Provided the type of work is not noisy. All workmen out at 5:30 P.M.

Sunday, NO WORK ALLOWED regardless of the noise factor. Only exception is an EMERGENCY.

Fine is \$50.00 for violating these work hours.

BADGES:

All workmen and/or sub-contractors must report to Doorman's Desk to be issued a Contractors Badge regardless of the length of time they may be in the building. **BADGES MUST BE VISIBLE AT ALL TIMES.**

Each badge not returned or damaged by Contractor at completion of job will result in a \$10.00 charge.

CLEANLINESS AND NOISE:

No debris, sawdust, carpet fibers, or any type of mess is allowed in the Common Areas. If The Heritage staff has to clean up the mess, a minimum of \$50.00 will be charged. **NO WARNINGS WILL BE GIVEN.** The Contractor will be notified to the address below each time a charge is incurred.

Noise: Any noisy work during Saturday's work hours will result in a \$50.00 fine and charged against the contractor's deposit.

ELEVATORS:

ONLY THE LEFT (FREIGHT) ELEVATOR IS TO BE USED BY CONTRACTORS.

If sub-contractor uses the Right (#2) elevator, there will be a \$25.00 charge. THERE WILL BE NO WARNINGS. All that is necessary for the charge to be occurred is for a resident or staff of The Heritage to report the badge color and # to the Maintenance Supervisor with the date and time. The Contractor will be notified of the charge by mail.

MAJOR SUB-CONTRACTORS:

ALL MAJOR SUB-CONTRACTORS (Mechanical, Electrical and Plumbing) need to provide their contractor's license number.

THE HERITAGE REPAIR/RENOVATION PERMIT:

The Heritage Repair/Renovation Permit must be posted at the front door of the unit at all times during the construction period.

BADGE, PERMIT & BELLMAN AND GROCERY CARTS:

The Maintenance Supervisor will assign the permit and advise the Doormen to issue badges to the specific unit sub-contractors or vendors.

NO WORKMEN ARE TO USE THE HERITAGE'S BELLMAN AND GROCERY CARTS FOR HAULING MATERIALS. \$100.00 FINE FOR VIOLATION.

CONCRETE SLAB FLOORS:

NO DRILLING, CUTTING OR SAWING IS PERMITTED TO THE CONCRETE FLOORS OR CEILINGS.

The structural integrity of the floor system could be jeopardized if this is done. Contractors and/or Owners assume all liability for failure to comply.

DEPOSIT:

The following deposits shall apply based on the dollar amount of the work:

\$150.00	for less than \$1,000.00
\$250.00	for \$1,000.00 to \$4,900.00
\$500.00	for \$5,000.00 to \$19,999.00
\$1,000.00	for \$20,000.00 or more

If charges cause the DEPOSIT to be less than 50% of the initial amount, the Contractor agrees to provide additional funds to bring the DEPOSIT amount back to the initial amount.

FAILURE TO PROVIDE THE ADDITIONAL FUNDS WILL RESULT IN A POSTPONMENT OF THE RIGHT TO WORK.

DELIVERY OF MATERIALS AND SERVICE ENTRANCE:

CONTRACTORS MUST ALWAYS USE THE SERVICE ENTRANCE AT THE REAR OF THE BUILDING. THERE IS A CAMERA AND INTERCOM AT THE DOOR FOR COMMUNICATION WITH THE DOORMAN FOR ENTRY.

The delivery of materials and supplies shall occur only between the following hours:

8:30 A.M. to 10:30 A.M.

2:30 P.M. to 4:30 P.M.

BALCONIES:

ANY CHANGES TO THE BALCONY FLOORING COLORS MUST BE APPROVED IN WRITING BY THE BOARD OF DIRECTORS. THIS IS AN ADDITION TO ANY REQUIREMENTS OF THE MASTER DEED AND BY-LAWS.

By their signatures below, all Parties hereby agree to the terms and conditions of this Agreement.

_____ Contractor Date _____

_____ Owner Date _____

_____ The Heritage Date _____

CONTRACTOR'S ADDRESS:

Phone #: _____

E-Mail Address: _____

OWNER'S ADDRESS:

Phone #: _____

E-Mail Address: _____