

Agreement & Rules for Contractors and Owners  
Meridian on Sand Key Owners' Association, Inc.  
(To be acknowledged by Contractor and Unit Owner)

- **Construction and related activities are restricted to 8:00 am - 4:00 pm, Monday through Friday and 9:00 A.M. to 1:00 P.M. on Saturday. Work that generates unreasonably loud noise Mondays through Fridays shall not commence prior to 9:00 A.M. No such work shall be permitted on Saturdays, Sundays, or holidays except in the event of an emergency with notice to Meridian Manager. Unit owner or unit owner's contractor shall provide two (2) business days' notice to Meridian Manager prior to commencing work that will generate unreasonably loud noise. The determination as to what constitutes "unreasonably loud noise" shall be at the sole discretion of the Meridian Manager. There will be NO EXCEPTIONS other than an unforeseen emergency repair or replacement to existing equipment in a unit not under renovation such as HVAC repair/replace, hot water heater repair/replace, major kitchen appliance repair/replace, when the exception, if not approved, would present undue emergency hardship on the unit owner/resident or other Meridian residents.**
- All Contractors and their sub-trades including but not restricted to Electricians, Plumbers, and HVAC Contractors must be licensed and insured in order to do renovation work in the Meridian on Sand Key.
- All commercial vehicles on-site under Approval to do construction within the Meridian shall park in the Contractor parking area outside of the garage, thus no contractor or worker vehicle is permitted to be parked at any time in the Meridian under-building garage area. Only with prior approval may a smaller vehicle use the temporary unloading area for a maximum of 15 minutes to drop off material or retrieve debris removed from a unit. Owner spaces may never be used by contractors.

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- Carts located on site are for use by Meridian residents and staff only and are NEVER to be used by outside Contractors, their sub-trades or workers to move materials, supplies or to remove debris.
- All Contractors, their sub-trades and workers shall use the padded service elevators only! The service elevators are the elevators on the left in the respective East and West lobbies. All debris and material shall be removed ONLY through the service elevator, taken through the garage, and loaded on vehicles parked outside the garage in the contractor parking area.
- All construction debris must be placed in rolling containers when taken from the unit and NEVER left in any Meridian common areas such as floors, elevators, or garage. NO construction debris shall ever be placed down the trash chutes or placed in the Meridian on-site trash receptacles. Debris must be removed from the premises in a timely manner but in no event later than the end of the workday.
- Elevators may be locked off for loading and unloading only. See concierge on 1st floor for key and instructions to lock elevator. **ELEVATOR DOORS ARE NOT TO BE HELD OPEN TO ACCOMMODATE INGRESS OR EGRESS OF CONTRACTORS WITH MATERIALS OR DEBRIS.**
- Elevator entrance lobby doors should be closed immediately after loading/unloading from this area is completed and not left open unnecessarily.

- Contractor supplies shall not to be left in walkways, garage, outside of unit, or in any other common area. Contractors must clean up all areas within the common elements prior to leaving for the day.
- The front door to a unit under construction shall not be left open but shall remain closed except as necessary to ingress and egress the unit.
- No debris, cigarette butts, or any other such item shall EVER be thrown over the balcony railing. If work is performed on any balcony, the balcony railings must be draped to contain construction debris and dust.
- No loud music should be played in the unit or on the terraces such that it can be heard by other residents.
- The Contractor will be responsible for knowing the location of the water shut-off valve and electrical breaker box within the unit under construction and will be responsible to inform all sub-trades and workers of same in the event necessity or emergency requires the shutting down of either utility.
- The water supply to the unit **MUST BE SHUT OFF** at the end of EVERY workday except when an owner or tenant is residing in the unit! When the owner will not be returning to the unit overnight, the water **MUST** be shut off **BEFORE** the Contractor or his workers leave for the day. This is extremely important and cannot be stressed enough! To avoid any situation for potential damage to the building, the Contractor or his on-site Supervisor will be required daily to certify by signing off at the Meridian Guard House prior to leaving the premises that the water has been shut off in the unit being renovated.
- **NO SMOKING:** The Meridian on Sand Key is a smoke free building! Smoking is prohibited in all common areas including the garage, pool area and all parking areas except for two designated areas. Contractors are responsible to enforce this no-smoking policy with their sub-trades and workers. See the Meridian manager or concierge for details.

The undersigned Owner and Contractor agree that they are responsible and liable for any damages and/or clean up, including all costs related thereto, to the common elements. They will inform all workers and crews of the requirements within the **Agreement & Rules for Contractors and Owners** and hereby acknowledge that they are responsible and liable for the conduct of and compliance with these rules by all sub-trades and others working on their behalf

The undersigned further agree that in the event of multiple or egregious violations of Meridian Rules and this Agreement, the Meridian Board is hereby granted the authority to deny entry to and/or remove Contractor and/or any worker from the Meridian premises.

By signing below, we acknowledge that we have read and agree to follow the rules as stated above.

Owner: \_\_\_\_\_ Unit # \_\_\_\_\_ Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

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

Printed Name: \_\_\_\_\_ Company: \_\_\_\_\_

License # \_\_\_\_\_

**MERIDIAN ON SAND KEY OWNER'S ASSOCIATION, INC.**  
**MAJOR RENOVATION OF UNIT**  
**ADDENDUM TO ALTERATION APPROVAL REQUEST FORM**

For purposes of clarification within this Addendum, "Association" shall be deemed as Meridian on Sand Key Owner's Association, Inc.; "Approval" shall be deemed as written approval by the Association; "Project" shall be deemed the entirety of all alterations or renovations to said Condominium Unit under the applicable Alteration Approval Request and Major Renovation of Unit Addendum to Alteration Approval Request; "Work" shall be deemed as any and all work done on the project until final completion.

Reference the Renovation Project (the "Project") Between:

Contractor (name of Company holding applicable License): \_\_\_\_\_

and Owner(s): \_\_\_\_\_

for the Project located within Unit# \_\_\_\_\_, Meridian on Sand Key Condominium, 1200 Gulf Blvd, Clearwater Beach, FL 33767 ("Site").

Contractor's Business Address: \_\_\_\_\_

Project/Site Manager: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_@\_\_\_\_\_

E-mail 2: \_\_\_\_\_@\_\_\_\_\_

Business License or Contractor's License #'s (all applicable): \_\_\_\_\_

Owner(s) Address (other than project site): \_\_\_\_\_

Home Phone: \_\_\_\_\_ Mobile Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_@\_\_\_\_\_

E-mail 2: \_\_\_\_\_@\_\_\_\_\_

**Description of Work**

The Contractor agrees that Contractor or Project/Site Manager or others as have been identified in writing to the Association and the Meridian Manager will supervise all work necessary to complete the Project as described herein and comply fully with the requirements of the Association as detailed in the **Alteration Approval Request Form**, the **Addendum for Major Renovation of Unit**, and the **Agreement & Rules for Contractors and Owners**.

The Project is described as follows: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

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**Permits**

All permits that are necessary and required by the City of Clearwater, Florida for the Project will be obtained by Contractor or Owner and copies provided to the Meridian Manager before work begins. All permits must also be posted on the front door to the unit. Permits for the project will be paid for by the Owner or the Contractor.

**Sub-trades and Workers ("Workers")**

A complete list of all workers seeking entrance onto the Meridian property and their expected dates of entry into the unit will be provided in advance to the Meridian Manager. For any worker who subsequently becomes unavailable for the work, Contractor will provide a suitable replacement for approval by Association or management prior to the replacement commencing work in the building.

Nothing contained in these Documents is intended to, nor shall it, create any contractual relationship between the Meridian and those working for the Contractor on the Project.

**Timing**

Work expected to commence on or before: \_\_\_\_\_ with

Substantial Completion anticipated on or before: \_\_\_\_\_ and

Full Completion on or before (date): \_\_\_\_\_.

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Substantial Completion is deemed to be that point at which the Work has been completed to such point where it has passed applicable inspections and is ready for occupancy.

All time limits stated in this Addendum are *of the essence*. Notwithstanding the foregoing, any delay in Substantial Completion or Full Completion of the Work in accordance with the Timing as proposed above is discouraged as the impact on other residents within Meridian cannot be overstated. Contractor shall use due diligence to complete the work in a timely manner. If a delay occurs or is anticipated, Contractor and Owner will provide in writing to Meridian Manager the nature of the delay along with a new schedule of Project completion dates.

**Standards of Work**

Contractor agrees to undertake all Work diligently in a good and workmanlike manner in accordance with good quality residential standards and practices, in compliance with all applicable building codes of all other authorities having jurisdiction, and in compliance with the **Agreement & Rules for Contractors and Owners** as provided by the Association.

The Owner and the Contractor agree to keep inconveniences to the residents of Meridian to a reasonable minimum.

The Owner and Contractor agree to take every step reasonable to provide a work area free of obstructions and to remove all construction and other debris in the manner as required under the Rules for Contractors.

Upon the completion of the project, the Contractor shall remove all equipment, materials, rubbish, and similar material incidental to the project as per the Rules for Contractors.

The Contractor and the Owner shall be responsible for ALL damage to the Meridian Common Areas as per the rules for Contractors caused by Contractor, Project Supervisor, Contractor's sub-trades, Owner, or anyone acting on behalf of Contractor during the course of the Project whether or not that person has been formally Approved by Association. This obligation shall survive the Full Completion of the Project if it is determined that damage caused by Contractor or others as delineated above exceeded Contractors Approval for the Work completed.

**Revisions, Additions, and Omissions**

All Revisions or Additions to the Project following Approval are to be immediately documented on a **Change Order Form** and submitted to Association for approval PRIOR to Contractor or his representatives moving forward with said revisions or additions.

Any additional work required due to Project Site conditions known to the Owner and not disclosed to the Contractor, or which could not be reasonably anticipated by Contractor, must be submitted in writing and Approved by Association either pre-demolition or pre-construction, whichever is applicable.

Omissions by the Contractor or Owner in this Addendum and/or any work commenced in variance to the Project as described herein and approved by the Association shall be considered a violation of the requirements for Approval on the Project and will result in an immediate denial of access to Contractor or his representatives until such time as an Approval to continue is given by the Association.

**Insurance**

Prior to commencing the Work, the Contractor agrees to provide, maintain, and pay for insurance during the time the Work is being performed, including commercial general liability in the minimum amount of \$1,000,000 against claims for damages for personal injury or property damage by reason of anything done or not done by the Contractor, its employees or agents, or sub-trades, in connection with the performance of the Project. The Contractor is responsible for all materials and equipment brought on site, for all damage caused during ingress or egress to the Meridian with said equipment, and the proper disposal of all debris as required in the Rules for Contractors.

**Compliance with Workers Compensation and Other Laws**

The Contractor agrees to provide to the Meridian Manager evidence of Worker's Compensation Insurance coverage for the Contractor and Sub-trades. The Contractor also agrees to comply with all laws, ordinances, rules, regulations, codes, and orders in force during the performance of the Contract, which relate to the preservation of public health or construction safety.

_____	_____	_____
Owner	Date	Witness
_____	_____	_____
Owner	Date	Witness
_____	_____	_____
Contractor	Date	Witness