

**UNDERSTANDING AND AGREEMENT FOR CONTRACTOR/CONSTRUCTION WORK FOR A UNIT**

The Renaissance on Turtle Creek Condominium  
("Agreement")

Date of Agreement: \_\_\_\_\_, 20\_\_ ("Effective Date")

Owner(s): \_\_\_\_\_ (whether one or more, the "Owner")

Unit No.: \_\_\_\_\_ ("Unit")

Description of Work to be Performed\*:

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(\*Attach sheet to this Agreement to describe or continue description of work and such attached sheets, and any and all changes thereto, shall be incorporated herein by reference.)

The above described work shall hereinafter shall be collectively referred to as the "Work". **Work which includes the installation of any type of flooring, other than padded carpeting in a Unit, is required to enter into an addendum which will be attached to and included in this Agreement by reference (the "Flooring Addendum").** The Flooring Addendum will set forth certain requirements for flooring to be installed in a Unit, or in limited cases, to the Balcony Area, which are in addition to, and not exclusive of any and all requirements for flooring set forth in the Rules, hereinafter defined, including without limitation, those requirements in Section 1.11 (c) of the Rules.

**Flooring Addendum Attached?** \_\_\_ YES \_\_\_ NO (Check applicable line)

The above listed Owner owns the Unit in The Renaissance on Turtle Creek Condominium ("Condominium"). Owner has contracted with \_\_\_\_\_, a fully licensed and bonded third party contractor whose address is \_\_\_\_\_, \_\_\_\_\_, Texas, \_\_\_\_\_, contact number is \_\_\_\_\_, and email address is \_\_\_\_\_ (whether one or more, "Contractor" or "Contractors", and shall include subcontractors and workers of any Contractor) to perform the Work in the Unit. Owner has delivered the Approved Plans, defined below, for the Work to the Contractor. Owner agrees to comply with, and ensure the Contractor complies with this Agreement and any and all provisions applicable to the Work and Contractor set forth in the Amended and Restated Rules and Regulations for The Renaissance on Turtle Creek Condominium filed of record in the Official Public Records of Dallas County, Texas as Document No. 201700092227, as may be amended and supplemented (the "Rules"), including, without limitation those provisions set forth in Section 1.7 and Section 1.11 of the Rules. Any capitalized term in this Agreement which is not defined herein shall have the meaning given such term in the Rules. **Owner and Contractor must execute this Agreement.**

**Prior to the commencement of the Work, Owner has acknowledged, agreed to, and shall have performed all of the following:**

1. **APPROVAL OF WORK:** Prior to commencement of Work, Owner shall have complied with requirements set forth in the Rules including, without limitation, submitting information, plans, specifications, documentation, and other materials, as may be applicable, for the Association’s review and approval of the Work, together with any other requirements as may be established by the Board of Directors for the Work at any time (collectively, "Plans"). Owner received written approval for the Work per the Plans from the Board of Directors, or

Manager as its representative, on the \_\_\_\_ day of \_\_\_\_\_, 201\_\_ (the "Approved Plans"). Any material changes to the Work and/or Approved Plans must be resubmitted to the Board of Directors prior to instituting any such changes. Owner and the Contractor fully understand and agree that the Board of Directors, the Association, the Manager, and each of their respective officers, members, employees, agents and representatives are not in a position to, and are fully unqualified to judge or determine, and make no representation whatsoever concerning the quality, design and workmanship of the Work, or the compliance of the Work and Plans with any and all Laws, hereinafter defined. Owner, in accordance with Section 1.11(h) and section 1.11(i) of the Rules, has indemnified such parties in all respects concerning the Work, and review and approval of Plans and Work, as may be amended.

2. **DEPOSIT; DAMAGE NOTICE:** Owner shall have deposited with the Association, at least seven (7) days prior to the commencement of the Work, the following Construction Deposit which shall be made payable to The Renaissance on Turtle Creek Condominium Association, Inc. and delivered to the Manager at the Management Office.

Construction Deposit:                     \$ \_\_\_\_\_

Date of Payment:                             \_\_\_\_\_

Form of Payment:                            \_\_\_\_\_

Received by Manager:                     \_\_\_\_\_

(Manager Representative must Sign)

The Construction Deposit will be returned to Owner thirty (30) days after receiving written notice from the Owner the Work is finally complete, so long as no damages to person or property, including Association property, resulted in the Condominium as a result of the Work. Damages may include, without limitation, damage, repair, cleaning, loss and liabilities to elevators, hallways, and any other portion of the Common Elements or other areas of the Condominium, or matters which may affect, impair, modify, infringe upon or cause any nuisance to the Condominium, Units, the Common Elements or any other portions of the Buildings or Systems, (collectively, "Damages"). In the event the Association determines Damages to person or property did occur as a result of the Work, the Construction Deposit will be returned only after deduction has been made for the costs and expenses incurred by the Association to address, repair, or remedy such Damages. If the costs and expenses of Damages exceeds the amount of the Construction Deposit, Owner will be responsible for paying all of such excess amounts to the Association immediately upon the Association's request. **Owner and/or Contractor will immediately report any Damage to persons or property which occur as a result of the Work.**

3. **PERMITTED WORK TIMES:** Work may be performed during the hours of 9:00 a.m. to 5:00 p.m. on weekdays. No work shall be performed on Saturday, Sunday or any United States bank holiday. The Contractor shall provide at least forty-eight (48) hours prior notice to the Manager of any anticipated activities to be conducted for the Work which are unusual, disturbing or noisy which activities may include, without limitation, sanding, demolition of flooring and fixture removal. Cutting of materials must be performed inside of the Unit or offsite from the Property. Contractors are not to bring materials and tools through any lobby areas of the Buildings in the Condominium unless such items can be hand-carried (i.e. tool box, tool belt, pest control sprays, etc.), and Contractors must consult with the Manager for instruction on items which cannot be hand-carried.

4. **CONDOMINIUM ETIQUETTE:** Owner will be responsible for ensuring that all Contractors keep hallways, elevators and other portions of the Condominium clean and free from debris. Contractors should not place large appliances or pallets in the hallways, lobby areas or any other portion of the Common Elements for any extended period of time. Drop cloths or plywood shall be used to prevent soiling or damaging to any carpeting, or other flooring, located outside of a Unit. Contractors and Owners are prohibited from sweeping debris off Unit balconies, or allowing water and other liquids to flow off Unit balconies. The Condominium has a strict "No Smoking" policy; therefore, smoking is prohibited in all portions of the Condominium. Contractors shall dress in

appropriate clothing for entering and leaving the Condominium; for example, no tank tops or sleeveless undershirts are permitted when present in the lobby areas. No loud playing of music, radios, or other musical equipment or loud or vulgar talk shall occur at any time inside or outside of the Unit and in Condominium. Contractors are prohibited from requesting favors from any Owners, Occupants or Tenants (for example, use of telephone, bathroom facilities, etc.). Restrooms in the lobby areas of the Condominium, if any, are not available for use by Contractors.

5. **TRASH; SUPPLY DISPOSAL:** Spray painting with an oil base or lacquer paint is prohibited. Masking off all doors, HVAC venting and plumbing is required prior to painting in a Unit. Litter, refuse, discarded food, and all waste material shall be removed daily by the Contractor from the Unit and from the Condominium. Trash chutes and trash rooms are not to be used by any Contractor or Owner for material, trash, garbage or refuse generated by or resulting from the Work.

6. **PARKING; MANAGER CHECK IN; NO USE OF COMMON ELEMENTS:** Contractor must check in daily with the Manager at the location designated by Manager, and if no location is designated, at the Management Office. Contractors shall not park any vehicle in a marked fire lane or on any portion of the Condominium property unless designated for parking by the Manager. Vehicles larger than twenty (20) feet in length are prohibited on any portion of the Condominium and Property. No portions of the Condominium, outside of the Unit, are available for use by any Contractor. Contractor will have use only of the elevator designated by the Manager.

7. **INTERRUPTION OF UTILITIES; FIRE SAFETY; NO STAGE AREAS:** If Systems, or utilities serving the Unit which also serve one or more other Units will be interrupted at any time during the performance of the Work, Owner or Contractor will provide at least forty-eight (48) hours prior notice to the Manager, and such interruption shall be subject to approval by the Association. Owner and Contractor shall not block any fire corridor, exit door, elevator, lobby area, or hallway. Work supplies, tools and materials may not be left in any place outside of the Unit, including in any hallway or lobby area, for any period of time. **Smoke detectors, battery or otherwise, shall not be disconnected by any person but the Manager, or its staff.** Smoke detectors shall be masked off by the Contractor prior to painting and sanding. The firewall system within the Condominium shall not be tampered with or altered in any way. Neither the fire dampers, nor any extension or duct attached to the opening thereof, shall be disturbed in any way unless approved in advance by the Association. The dryer exhaust shafts must not be altered or disturbed. Any portions of the Work that involve modifications to any Systems serving the Condominium or Units, or to dampers, or shafts shall not be conducted without the prior approval of the Association, and such portions of the Work must be performed after having obtained the requisite city permits.

8. **COMPLIANCE WITH LAWS:** Owner and Contractor will ensure, throughout the entire performance of the Work, that the Work is conducted and performed in compliance with all applicable local, municipal, state and federal laws, statutes, codes, and regulations of any governmental authority (collectively, "Laws"). Contractor is required to obtain a building permit from the City of Dallas, if required, or any other required permit for the Work prior to performance of the Work. All Work must be the same as set forth in the Approved Plans.

9. **CONTRACTOR INSURANCE:** Owner will cause Contractor to provide the Association with a copy of the Contractor's Certificate of Liability and Worker's Compensation Insurance which shall be substantially in the same form as Exhibit 1 attached hereto (collectively, the "Insurance Certificates") at least at least two (2) business days prior to commencement of the Work. The Insurance Certificates must name The Renaissance on Turtle Creek Condominium Association, Inc., Board of Directors, all Association Members, Manager, and each of their respective directors, members, employees, agents, and representatives as additional insureds through an additional insureds endorsement. The additional insureds will be named in the Insurance Certificates and will be located in the Certificate Holder box at the bottom of the insurance certificate form. The Insurance Certificates can either be personally delivered to the Management Office, or mailed or faxed to the attention of The Renaissance on

Turtle Creek Condominium Association, Inc., c/o FirstService Residential, 3225 Turtle Creek, Dallas, Texas 75219 or Fax No. 214-765-6184, Attention: General Manager.

10. **WORK DELAY; COMPLETION OF WORK:** Owner will promptly notify Manager of any delays to the Work, changes in the estimated completion time of the Work, and when the Work is finally complete. HVAC equipment, vents, and ducts shall be thoroughly cleaned upon completion of Work.

11. **FURTHER AGREEMENTS; INDEMNIFICATION:** Owner and Contractors understand and agree that the Association, the Board of Directors, Manager, and Manager employees:

(a) May take whatever actions as may be necessary and reasonable to enforce compliance with the Rules and this Agreement;

(b) May, in the event of repeated violations by Owner and/or Contractor of any portion of this Agreement or applicable Rules, temporarily suspend or permanently prohibit a Contractor from entering and/or returning to the Condominium;

(c) May undertake and implement whatever other self-help measures and/or remedies it deems reasonable and appropriate which serve the best interest of the Condominium and Association; and,

(d) May recommend and assist in the implementation of "fines" against any Owner for violations of this Agreement or the Rules (whether such violations are committed by the Owner or by any Contractor).

(e) **OWNER AND CONTRACTOR, ON BEHALF OF THEMSELVES AND ANY SUBCONTRACTOR, OR WORKER (COLLECTIVELY, THE "INDEMNIFYING PARTIES"), HEREBY INDEMNIFY AND AGREE TO DEFEND AND HOLD FOREVER HARMLESS THE ASSOCIATION, THE BOARD OF DIRECTORS, ALL ASSOCIATION MEMBERS, THE MANAGER, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AND AGENTS (COLLECTIVELY, THE "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, SUITS, JUDGMENTS, DAMAGES, LOSSES, COSTS AND EXPENSES (INCLUDING ATTORNEY FEES AND COURT COSTS) OF ANY NATURE AND KIND, INCLUDING, WITHOUT LIMITATION, THOSE ARISING FROM BODILY INJURY (INCLUDING, WITHOUT LIMITATION, MENTAL ANGUISH, EMOTIONAL DISTRESS AND DEATH) AND LOSS OR DAMAGE TO THE UNIT AND ANY OTHER PROPERTY, WHETHER REAL OR PERSONAL, SUFFERED OR INCURRED BY ANY SUCH INDEMNIFYING PARTIES, OCCURRING AT ANY TIME DURING THE PERFORMANCE OF ANY PORTION OF THE WORK, OR ARISING FROM OR RELATED TO, WHETHER DIRECTLY OR INDIRECTLY, FROM THE WORK WHICH IS CAUSED, OR ALLEGEDLY CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF THE INDEMNIFIED PARTIES. THIS INDEMNITY SHALL SURVIVE THE COMPLETION OF THE WORK FOR A PERIOD OF NOT LESS THAN TWO (2) CALENDAR YEARS AFTER THE WORK IS COMPLETED, WHETHER OR NOT OWNER PROVIDES NOTICE OF SAME IN COMPLIANCE WITH THIS AGREEMENT.**

12. **ENTIRE AGREEMENT.** No prior or present agreements or representations regarding the Work, Plans, Approved Plans or otherwise shall be binding on the Association, the Board of Directors, Manager or any of their respective directors, officers, members, employees, agents and representatives unless expressly included in this Agreement. No amendments, modifications or changes to this Agreement shall be valid or binding unless approved in writing prior to the occurrence thereof by the Board of Directors and executed by both Owner and Contractor.

13. **GOVERNING DOCUMENTS APPLY:** All rules, regulations, requirements, indemnifications, liability limitations, assumptions of risk and matters concerning, related to or connected to the Work, Plans, Approved

Plans and/or the Contractor set forth in the Rules shall be included herein by reference; and, Owner, in addition to this Agreement, shall remain subject to the obligations, duties, requirements set forth in the Rules. Indemnity obligations in the Rules concerning or related to the Work, Plans, Approved Plans, and Contractor shall survive the completion of the Work as herein provided.

**AUTHORIZED SIGNATURES**

to

Understanding and Agreement concerning Contract Work in a Unit  
The Renaissance on Turtle Creek Condominium

**The below listed parties possess the requisite authority to execute this Agreement, and do hereby execute this Agreement to be effective on the Effective Date.**

**OWNER:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_  
Contact Phone No. \_\_\_\_\_

**OWNER:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_  
Contact Phone No. \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_  
Contact Phone No. \_\_\_\_\_

**CONTRACTOR PARTY:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

**CONTRACTOR PARTY:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Date of Signature: \_\_\_\_\_

**Acknowledgement of Receipt by Manager, for and on behalf of the Association:**

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_ Date Received: \_\_\_\_\_

**Exhibit 1**  
**to**

**UNDERSTANDING AND AGREEMENT FOR CONTRACTOR/CONSTRUCTION WORK FOR A UNIT**  
The Renaissance on Turtle Creek Condominium Association, Inc. (the "Association")

**INSURANCE REQUIREMENTS**

**CONTRACTORS SHALL NOT BE PERMITTED TO COMMENCE ANY WORK FOR AN OWNER OR IN A UNIT UNTIL CONTRACTOR HAS OBTAINED INSURANCE IN COMPLIANCE WITH THE FOLLOWING REQUIREMENTS:**

**COVERAGE AND LIMITS**

Contractor, at its own expense, will purchase and maintain (with companies licensed to do business in the State of Texas and having rates of *Best's Insurance Guide A/VII*, or better) insurance coverages and amounts as set forth below:

TYPE	AMOUNTS	OTHER REQUIREMENTS
<b>1. Workers' Compensation and Employer's Liability</b>	Statutory Limits, if state has no statutory limits then: \$1,000,000 each accident \$1,000,000 policy limit bodily injury by disease \$1,000,000 each employee, bodily injury by disease	1. Waiver of subrogation in favor of Insured Parties (hereafter defined). 2. No "alternative" forms of coverage will be permitted. 3. Insured Parties will be named as an "alternate employer".
<b>2. Commercial General Liability (Occurrence Basis)</b>	\$1,000,000 per occurrence \$2,000,000 general aggregate \$2,000,000 product-completed operations aggregate limit. \$1,000,000 personal and advertising injury limit \$50,000 fire legal liability \$5,000 medical expense limit	1. ISO form CG 0001 0196, or equivalent 2. Insured Parties will be named as "additional insureds" on ISO Form CG 2026 1185, or equivalent 3. Waiver of subrogation in favor of Insured Parties 4. Aggregate limit of insurance (per project) endorsement ISO CG2503 1185, or equivalent 5. Deletion of exclusions for liability assumed under Agreement (personal and advertising injury) 6. No modification which would make Consultant's policy excess over or contributory with Owner's liability insurance 7. This insurance will be maintained in identical coverage, form and amount, including required endorsements, for at least two (2) year following the completion of the Work 8. <u>Defense will be provided as an</u>
<b>4. Umbrella Liability (Occurrence Basis)</b>	\$2,000,000	1. Written on an umbrella basis above the coverage referenced above 2. Same inception and expiration dates as commercial general liability insurance

## **OTHER REQUIREMENTS**

Any aggregate limit which is reduced below 75% of the limit required because of losses incurred must be reinstated by Contractor. No deductible or self-insured retention in excess of \$10,000 is permitted without the prior written approval of the Association. The Contractor Liability Insurance Coverage may be arranged under a separate Contractor Liability Insurance Policy, under a "Project" Insurance Policy, or by a combination of separate policies and a "Project" Insurance Policy, provided there is no duplicative coverage applying to other projects of Contractor. The maximum liability limits shall be available for the Association and Condominium.

## **EVIDENCE OF INSURANCE REQUIRED BEFORE SERVICES BEGIN**

Contractors shall not commence any Work of any kind under the Agreement until all insurance requirements contained in this Exhibit 1 have been complied with, and until a current Certificate of Insurance has been provided to the Manager reflecting same. **The "ACORD Form 25-S Certificates of Liability Insurance" or another pre-approved substitute is the required form in all cases where reference is made herein to a "Certificate of Insurance"**. The Certificate of Insurance must specify the additional insured status and waivers of subrogation, state the amounts of all deductibles and self-insured retentions, set forth notice requirements for cancellation, material change, or non-renewal of insurance and be accompanied by copies of all required endorsements. The phrases "endeavor to" and "but failure to mail such notice will impose no obligation or liability of any kind upon Company, its agents or representative" must be deleted from the cancellation provision on any Certificate of Insurance and the following express provision added: ***"This is to certify that the policies of insurance described herein have been issued to the Insured for whom this certificate is executed and are in force at this time. In the event of cancellation, non-renewal, or material reduction of coverage affecting the certificate holder, thirty (30) days' prior written notice will be given to the certificate holder by certified mail or registered mail, return receipt requested."*** If requested in writing by Association or Manager, Contractors shall provide Manager or Association a certified copy of any or all insurance policies or endorsements required under this Exhibit 1.

## **INSURANCE REQUIRED FOR AGREEMENT TIME**

Any and all insurance required by this Exhibit 1 shall be maintained during the entire time Work is performed to the Unit as specified in the Agreement, including any extensions thereto.

## **MANDATORY 30-DAY NOTICE OF CANCELLATION**

Manager and Association shall, without exception, be given not less than thirty (30) days' notice prior to cancellation for other than non-payment of premium. Non-payment of premium shall require ten (10) days' prior notice of cancellation. Confirmation of this mandatory notice of cancellation shall appear on any Certificate of Insurance and on any and all insurance policies required by this Exhibit 1.

## **ADDITIONAL INSURED STATUS**

Each insurance policy described in this Exhibit 1 requiring an additional insured endorsement shall be endorsed, using an additional insured endorsement, to name as additional insureds The Renaissance on Turtle Creek Condominium Association, Inc., Board of Directors, all Association Members, Manager, and each of their respective directors, members, employees, agents, and representatives.

**The coverage afforded the additional insureds shall be primary insurance.** If any additional insureds have other insurance applicable to a loss, such other insurance shall be on an excess or contingent basis and shall apply only to such additional insureds.