

**TIVOLI COURT
THE FOUNTAINS OF PALM BEACH CONDOMINIUM, INC. NO. 7**

**c/o GRS Community Management
3900 Lake Worth Blvd., Suite 309 Lake Worth, FL
Phone: (561) 641-8554 / Fax: (561) 641-9448
Email: residentservices@grsmgt.com**

REQUEST FOR APPROVAL OF ALTERATIONS AND/OR IMPROVEMENTS

The undersigned owner does hereby request approval of certain construction and improvements to the (check one or more):

- Unit described below
- Limited Common Elements appurtenant to unit
- Common Elements adjacent to unit

For the owner of (hereinafter "Owner"):

Unit: _____

Building: _____

Townhouse: _____

Print Name: _____

Telephone: _____

Email: _____

Address: _____

Said improvements consist of:

CONTRACTOR REQUIREMENTS

1. PROVIDE PROOF OF LIABILITY INSURANCE.
2. PROVIDE PROOF OF WORKERS' COMPENSATION INSURANCE. IF NONE, PROVIDE CERTIFICATE OF EXEMPTION FOR EACH EMPLOYEE THAT WILL BE WORKING ON OUR PROPERTY.
3. ADVISE INSURANCE COMPANY THAT THE "CERTIFICATE HOLDER" TO BE LISTED ON THE CERTIFICATE OF LIABILITY INSURANCE IS:

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4. PROVIDE A COPY OF THE BUSINESS LICENSE.
5. BUSINESS LICENSE MUST BE FROM PALM BEACH COUNTY OR THE STATE OF FLORIDA.
6. PROVIDE A SET OF PLANS OR DRAWINGS SHOWING THE ALTERATIONS OR IMPROVEMENTS TO BE DONE.
7. REMOVE ANY DEBRIS FROM SAID ALTERATION OR IMPROVEMENT FROM THE COURT'S PREMISES.
8. SHOULD A PERMIT BE REQUIRED FOR THE WORK THAT YOU ARE PERFORMING, PLEASE SUBMIT WITH THIS APPLICATION.

As a condition of this approval, the below signed Unit Owners, their successors and assigns agree as follows:

- A. Unit Owners, their successors and assigns shall hereinafter maintain, repair, and replace, when necessary, the above-described improvements at their own expense.
- B. Should the Association find it necessary to repair the original structure and such repair requires the removal of said improvements, then Unit Owners, their successors, and assigns, at their own expense, shall remove said improvements while the Association is repairing the original structure. Upon completion of said repairs, Unit Owners, their successors, and assigns, at their own expense, may then reconstruct said improvements to their original specifications.
- C. The Association assumes no responsibility to maintain, replace and repair the above-described improvements, but the Association does retain its responsibility to replace, maintain and repair the original structure as provided in the Declaration, unless the original structure has been damaged by the above-mentioned improvement. Should the original structure be damaged by the above-described improvements, then Unit Owners shall reimburse the Association for such damages. In the event the Association's repair or replacement of the original structure causes destruction to said improvements, then Unit Owners, their successors and assigns shall bear the cost of replacing these improvements and agree that such replacement cost shall not be the responsibility of the Association.

- D. The promises contained herein shall constitute covenants which shall run with the land for the above-described unit.
- E. All work shall be performed in accordance with Palm Beach County Building Department codes and County approval shall be obtained where necessary.
- F. ALL UNITS ON THE SECOND AND THIRD FLOORS OF THE APARTMENT BUILDINGS MUST HAVE NOISE ABATEMENT INSULATION INSTALLED BEFORE APPLYING HARD SURFACE FLOOR COVERING. FOR TILE, A CORK INSULATION LAYER, 1/4TH OF AN INCH THICK, AND FOR WOOD, AN UNDERLAYMENT SUCH AS "SILENT STEP."
- G. Any damage to the common area caused by the unit owner's contractors, subcontractors, material, men or otherwise shall be the sole responsibility of unit owner and the Association reserves the right to repair any damages and the unit owner agrees to pay and reimburse the Association for all materials and labor costs to the Association.

Dated this _____ day of _____, 20_____.

UNIT OWNER'S SIGNATURE: _____

UNIT OWNER'S PRINTED NAME: _____

Witness to Signature(s)

STATE OF FLORIDA COUNTY
OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____, 20_____, by _____ . He/She () is personally known to me or () has produced (type of identification) _____ and did not take an oath.

SEAL

Florida Notary

The above alteration and/or improvement was approved by the Board of Directors of:

_____ Court on _____

President, _____ Court

STATE OF FLORIDA COUNTY
OF PALM BEACH

The foregoing instrument was acknowledged before me this _____ day of _____,
20____, by_____. He/She () is personally known to me or () has
produced (type of identification)_____ and did not take an oath.

SEAL

Florida Notary

**ACKNOWLEDGMENT OF LIABILITY, HOLD HARMLESS,
INDEMNIFICATION AND ASSUMPTION OF RISK**

By this instrument, _____ (“Owner”) as owner of the Unit _____ (the “Unit”) located at the address of _____ hereby and forever releases, remises, acquits, holds harmless and agrees to indemnify (to the maximum extent permissible under Florida law), protect and defend (including attorney’s fees and costs) **The Fountains of Palm Beach Condominium, Inc. No. 7** (the “Association) and its management agent, and each of their respective directors, officers, members, agents, employees, successors and assigns for, from and against any and all claims, causes of action or any liability whatsoever incurred in connection with any property damage and/or bodily injury that may be caused, in whole or in part, by:

1. The acts or omissions of any unlicensed and/or uninsured (or underinsured) contractors or vendors (including the acts or omissions of any of their employees or agents) employed, retained or otherwise engaged by the Owner or the Owner’s tenant, guest, invitee or licensee to provide materials and/or services within the Unit or anywhere else within the Condominium Property, including but not limited to the Common Elements or Limited Common Elements (including but not limited to patios, balconies, terraces, storage areas and parking spaces), and regardless of whether hired directly or indirectly and regardless of whether compensated or uncompensated for their work; and/or
2. Equipment, appliances, fixtures, furniture, structures or improvements, including any related parts or apparatus, installed and/or used by the Owner, their tenants, guests, invitees or licensees within their Unit or on Limited Common Elements, including but not limited to patios, balconies, terraces, storage areas and parking spaces.

I am over the age of 18 years old, I am authorized to act on my own behalf, and I am submitting this instrument voluntarily and of my own free will with full knowledge and understanding of its terms and I have had the opportunity to consult with independent counsel in advance of signing this instrument.

This acknowledgment of liability, hold harmless, indemnification and assumption of risk instrument shall be binding upon me, as Owner, and any of my successors, heirs, assigns, executors, and administrators and shall be fully enforceable in the State of Florida and in any litigation to enforce the terms hereof or for a breach hereof, the prevailing party shall be entitled to recovery of all attorney’s fees and costs incurred through all stages of proceedings and venue shall be in a court of competent jurisdiction located in Palm Beach County, Florida.

IN WITNESS THEREOF, the undersigned executed this instrument on the date set forth below:

Witnesses	Signature: _____
_____	Print Name: _____
_____	Date: _____

SWORN AND SUBSCRIBED before me by means of physical presence or online notarization, on this ____ day of _____, 202__, by _____, who is personally known to me or produced _____ as identification and who did take an oath.

My Commission Expires: _____

NOTARY PUBLIC, State of Florida

Print Name: _____